

CD IELTS Candidate Agreement

Article 1. General Terms

CD IELTS, the Computer-delivered International English Language Testing System, is designed to assess the language ability of candidates who want to study or work where English is the language of communication. IELTS is jointly owned by British Council, IDP: IELTS Australia and Cambridge English Language Assessment. The Eiken Foundation of Japan is administrating the test in Japan. Rights and responsibilities of candidates are set forth in this Agreement as well as in the Declaration and Notice to Candidates. By submitting an application form, candidates are confirming that they have read and understood the IELTS terms and conditions and agree to abide by them.

Applying for the test

Article 2. Candidate Eligibility and other Requirements

1. Those under the age of twelve may not take the test.
2. For candidates under 20 years old, applications must be made by such candidate's statutory guardian..
3. Candidates may not apply to take multiple tests on the same test day. Should that happen, candidates will be disqualified, and test results will not be released.
4. The Eiken Foundation of Japan reserves the right to cancel the application of any candidates who fit the following criteria:
 - (1) when it is determined by the Eiken Foundation of Japan that a candidate has or may invade the rights of a third-party or the rights of the Eiken Foundation of Japan and/or engage in illegal behaviour.
 - (2) when the reason for taking the test does not seem to be for assessment of English ability but for other purposes.

Article 3. Application

1. Confirmation of Test Guidelines

Please read through the Declaration, Notice to Candidates and our website and understand the rules and regulations regarding test fees, examination times, and other details before applying for the test. By submitting your application, you are confirming that you have read and understood the IELTS test terms and conditions and agree to abide by them.

2. Test Format

There are two types of tests: Academic module and General Training module. Both modules are comprised of the Listening Test, Reading Test, Writing Test, and the Speaking Test. The content of the Reading and Writing Tests differ between the Academic and General Training modules. Individual organizations have different requirements. Make sure you check which IELTS test the organization you are applying to recognizes.

3. Registration

- (1) The number of seats at each test site is limited. The deadline for application is 9:30 AM of the date preceding the LRW (Listening/Reading/Writing) by 7 days. However, candidates may not be able to register if all available seats are taken before the actual deadline.
- (2) Registration will be complete upon receipt of the "Confirmation of completion of IELTS registration and acceptance of application" email ("Confirmation Email"). In the event that the application process is not completed due to a defect in the registration process, the Eiken Foundation of Japan shall bear no liability. The "Confirmation Email" will arrive on the next business day after payment. In the event that such email does not arrive, please be sure to contact the Eiken Foundation of Japan.

(3) Passport

ア. It is necessary to have a valid passport in order to register for the

test. This passport must be valid on the day of the test as well.

イ. After registration, as your identification document, you are required to make a real size photocopy of your passport used for the registration process on an A4 size paper, in colour, consisting of the double spread page with your headshot photo, and write the date of your test, your candidate number, the same name in English as is stated in your passport and bring such photocopy (a sample may be found at <https://www.eiken.or.jp/ielts/en/apply/>) and bring such photocopy along with your actual passport on the test date. If the candidate fails to bring such photocopy or if there are any defects in such photocopy, such candidate will not be able to sit the test nor will they receive a refund, regardless of the reason for such defect. In the event that you have renewed your passport before the test, you must update the information regarding your passport by notifying the new passport number, the expiration date of the new passport and your nationality as well as your scheduled test date by email to the relevant test centre by 10 AM of the date preceding the LRW Test date by 3 business days. If the procedures above are not completed, you will not be able to take the test nor will you be eligible for a refund or transfer.

(4) Important Notes

ア. The Eiken Foundation of Japan cannot take responsibility for the incorrect input or selection of module, test date, test site and the like, during the course of registration. Furthermore, the Eiken Foundation of Japan will not make changes on behalf of the candidates for such errors.

イ. The Eiken Foundation of Japan will not complete registration for candidates, if registration is not complete by the deadline.

ウ. The Eiken Foundation of Japan will not undo any cancellations, even in the cancellation was by accident.

エ. Registrations will automatically be cancelled in the event of a failure to pay the test registrations fee within the applicable deadline.

(5) Candidates will not be able to take the test if any of the following conditions apply:

- registration is incomplete.
- payment is not complete by the applicable deadline and registration is automatically cancelled.
- when false information has been found on registration before completion of registration fee payment.
- payment of the registration fee has not been completed
- when the Eiken Foundation of Japan determines that candidates may not complete payment by the applicable deadline.
- when information is found to be inaccurate or incomplete in anyway during any part of the test registration process before completion of registration fee payment.

(6) Candidates will not be eligible for refunds or transfers if any of the following conditions apply:

- if the passport brought to the test site on the day of the test does not match the passport used for registration and is not valid (if passport has been renewed, the new passport should be the one brought to the test site).
- if a coloured copy of the valid passport (as provided for in Article 2.3.(3)イ) which is the same one a candidate brings on the test day (if the candidate's passport has been renewed, a copy of the new passport) is not brought on the test date.
- If the procedure of Article 2.3.(3)イ) has not been properly undertaken in the event of a passport renewal.
- when registered information is found to be inaccurate after payment has been complete.
- when payment has been completed but necessary information is found to be incomplete and the registration deadline has already passed.

(7) Candidates may take the test but will not be eligible for a refund if

any of the following conditions apply:

- mistakenly registered for the Computer Delivered IELTS (CD IELTS) administered by the Eike Foundation of Japan instead of the Computer-delivered IELTS (CD IELTS), IELTS for UKVI, or IELTS for Life Skills administered by the British Council or the IELTS administered by the Eiken Foundation of Japan and the registration deadline has passed.
- in the event that the candidate asks for a refund for personal reasons after the deadline but both registration and payment have been completed without defects.

4. Cancellation

- (1) Cancellations may be made at any time until 23:59 of the date preceding the LRW Test date by 10 days by contacting the relevant test center by email. No refunds will be made for cancellations made after this deadline. Upon cancellation, a refund will be made with 6,300 yen deducted from the paid amount as administration fee. Cancellation will remain effective even in the event that such cancellation has mistakenly been made.
- (2) IELTS, UKVI and IELTS Life Skills are not administered by the Eiken Foundation of Japan and candidates are asked to apply upon confirmation of this fact. In the event of a mistaken application in this respect, the cancellation terms herein shall apply. Cancellation is not possible after the test registration deadline and refunds will not be available due to the need to prepare for test centre operation.
- (3) The application for a cancellation cannot be reversed after such application has been made.
- (4) Once cancellation has been processed, a cancellation confirmation email will be sent to the email address registered at the time of application. If candidates do not receive a confirmation email even after completing the cancellation process, please contact the pertinent test centre by the day before the cancellation deadline. However, please note that if you contact the office on the day of the cancellation deadline, or outside of business hours, or the day before is a national holiday, the Eiken Foundation of Japan is unable to respond to your request and you will not be able to cancel your test. Cancellations will not be accepted should you not contact the pertinent test centre and the cancellation deadline passes.

5. Test Transfer

Test transfers may be made by contacting the test centre by email during the period between completion of test registration and 23:59 of the date preceding the LRW Test date by 10 days. Transfers are only accepted when seats are available and transfers may be made once without charge to a part of or all of the module, test date, test site before the test transfer deadline, but any further changes will require an administration fee of 6,300 yen per change. Please contact the pertinent test site for details.

6. Test-day Absence

- (1) Candidates may be eligible for a transfer or a refund, minus an administration fee of 6300 yen, if one of the following conditions are met and evidence is submitted. Please contact the pertinent test centre by 17:00 the day after the test date by email or phone. Please note that transfers are subject to Article 1 Provision 1 and 2.
 - Delay, including wide-spread paralysation, of public transportation [boat, airplane, train, and bus (taxis are not included)] etc. When it is evident that the candidate is not responsible for the delay and the candidate cannot make it to the Luggage Room by the required time for the LRW Test and by the start of their Speaking Test time. Please note that official proof given by public transportation authorities must be submitted. However, refunds may not be possible depending on the content of the official proof. ※
※ The original proof must be submitted to the test centre. Copies

will not be accepted. Furthermore, official proof must be submitted by post, by 17:00, by 3 days after the test date.

- (2) If you are absent and the following conditions apply, you may be eligible for a refund if proof of evidence is submitted. An administration fee of 6300 yen will be deducted, but please contact the pertinent test centre by email or phone, by 17:00 on the day after the test date.

ア. If you are absent for medical reasons, you must provide supporting medical evidence within five business days of the test date. Only evidence of serious illness (colds are not considered to be a serious illness) will be considered. Refunds may not be given depending on the content of the supporting medical evidence. ※

※ Only original medical certificates will be accepted and must state inability to appear for the test on the scheduled test date. Medical certificates must arrive at the pertinent test centre by 17:00, by 5 days after the test date.

イ. Absence due to attending the wake, funeral, or religious ritual held on the 6th day after death, of a relative within three degrees. It is necessary to submit proof such as a funeral attendance thank-you letter to show that the ritual(s) have taken place on the test date.

※ Evidence may be either the original or a copy of the original document. The document must arrive at the pertinent test centre by 17:00, by 5 days after the test date.

7. Special Considerations

In order to procure an equal and accurate evaluation of the English abilities of test candidates, special measures are available for the test for those with learning, hearing or vision disabilities. If you require a modified version of IELTS or your circumstances require special arrangements to be made, such as a test in Braille, contact the test centre 4 months in advance so that preparations may be made. Please note that depending on the circumstances, required test dates may not be available and that the required special arrangements may not be available. Please contact the pertinent test centre for more information.

Article 4. Test Date and Test Site

1. The Eiken Foundation of Japan will endeavour to meet the requests of candidates regarding test time / date and site but reserves the right to change or abolish the test date / time and site of the test requested by the applicant in the registration process.
2. The finalized test time / date will be available at the Test Taker Portal. The test site for the LRW Test and the Speaking Test may differ, As ID check and confirmation will take place, please make sure to arrive at the test site by the personal belongings check-in time for the Computer Delivered LRW Test and the check-in time for the speaking test respectively. Candidates who arrive late will generally not be allowed to take the test.

Article 5. Confirmation Notice

Confirmation Notices will not be mailed to candidates. Details will be made available through the Confirmation Email or at the Test Taker Portal.

Test Day

Article 6. ID Registration and Confirmation

1. As IELTS is a high security test, it is necessary to ensure that candidates taking their tests have not changed their identities with other individuals. Therefore, it is necessary to conduct secure ID registration and confirmation on the day of the test. On test day, candidates will be asked to sign a document with the exact same signature as is on their passport, have their fingerprint and photograph taken, and have their identify cross-checked against the

registration documentation. If this is not completed by the given time due to reasons such as failing to bring a valid passport, tardiness, or the like, candidates will not be able to sit the test. Refunds and transfers will not be given in such cases. When having your photograph taken, please take off glasses, hats of any kind, or anything which obscures your face or head, including large head accessories. Additionally, only glasses may be taken into the examination room so remember to leave all other accessories in the luggage room. The photograph taken on the test day will be the one used on the Test Report Form.

2. The registered information and photograph will be used to maintain security throughout the test. A record will be kept of your exit and return to the test room during the test using this information as well as for confirming ID during check-in and check-out procedures.

Article 7. Precautions and Note of Prohibited Issues

1. Compliance Requirements

- (1) Candidates agree to adhere and follow the instructions given on the day by test personnel as well as those posted at the test site, in addition to the instructions on the Declaration, Notice to Candidate, and the Confirmation Email.
- (2) Candidates must inform test personnel on the day of the test if they have any issues with the conduct of the test or if they feel that their score or health was compromised by the deliverance of the test. Due to global IELTS security protocol, IELTS will not accept complaints relating to the conduct of the test after the actual test day.

2. Changing your identity with another candidate

The actual candidate who registered for the test is eligible to take the test. Changing your identity with another candidate is prohibited. If your ID is not sufficient on the test day or if we cannot find your registration, you will not be allowed to sit the test.

3. Management of Personal Belongings

Personal belongings other than what is required in the test room should be placed in your bag and left in the luggage room. The room will be locked for the duration of the test and all reasonable measures to secure personal belongings will be taken. Eiken Foundation of Japan will not be liable for any loss or theft of personal belongings at the test site, so refrain from bringing anything of high value and keep the amount of personal belongings minimal.

Article 8. Personal Belongings

1. Required belongings

- Passport: a valid, original passport must be brought to the test site. This must be the same one used for registration.
- Writing utensils: black pencils without caps, erasers without covers
- A photocopy of your passport with the your test date, candidate number and name in English cited on it in accordance with the instructions of the Eiken Foundation of Japan.

2. Items that may be brought in and used

(1) Items which are allowed in the test room during the LRW Test

- Original passport (no covers; stickers must be taken off)
- A photocopy of your passport with the your test date, candidate number and name in English cited on it in accordance with the instructions of the Eiken Foundation of Japan.
- pencils (mechanical pencils are not allowed; all caps must be taken off)
- erasers with the covers taken off
- one clear transparent plastic bottle of water (soda water is not allowed)

(2) Items which are allowed in the test room during the Speaking Test

- original passport used for registration and for confirmation during the LRW Test (no covers; stickers must be taken off)

3. Prohibited Items

(1) Anything not listed above will be considered to be personal belongings which must remain in the luggage room for both the LRW and Speaking Tests. All other items are prohibited from the actual test room. If you wish to bring items other than glasses for medical purposes; i.e. eye drops, medicines, handkerchiefs, crutches, etc), please contact the relevant test centre at least 1 week before your test date.

(2) Eiken Foundation of Japan will not be responsible for the loss or theft of any personal belongings so refrain from bringing valuable items to the test site.

Article 9. Disclosure of Test Content

IELTS is a closed test. The Topic Card or any other material distributed for the test may not be removed from the test room and no part of the test may be disclosed or reproduced in any way or form including by disclosing or posting any information related to the test on the Internet, including blogs and social-networking sites. Should evidence of this be found it will be considered misconduct and candidates will not receive a Test Report Form.

Article 10. Recording during the Test

Candidates are prohibited from taking photographs or recordings of the test site or any part of the test in any way or form. Disclosing information gained from the test to other individuals is also prohibited.

Article 11. Delays and Late Arrivals

1. LRW Test

(1) If candidates are unable to place their belongings in the luggage room by 30 minutes before the start of the test, they will be considered to be tardy and will not be permitted to take the test. If candidates are not able to place their personal belongings in the luggage room by the designated time, they will be considered tardy even if they arrived at the test site 30 minutes before the test start time. No refunds or transfers will be given for such late arrivals. Please make sure that you arrive at the test site with plenty of time in case of accidents and delays.

(2) If candidates are unable to arrive on time at the test site because of delays in public transportation 【boats, airplanes, trains, buses (does not include taxis)】, including wide-spread paralysation of all public transportation, exceptions may be made and candidates may be able to take the test. Please bring the original Transportation Delay Form issued by the authorities to the test site on the day. Candidates will be asked to submit the official form as well as completing and signing the 「Delay Notification Form 遅延申告書・誓約書」. If candidates do not agree to filling in the form, candidates will be unable to sit the test. However, if the time that the candidate places his / her luggage in the luggage room is after 10 minutes before the start of the LRW Test, regardless of the reason, the candidate will not be allowed to take the test on that date. Note that the test centre may ask for clarification or further proof of details at a later date after submitting the form by email or telephone.

If, even after submitting the original official form and 「Delay Notification Form 遅延申告書・誓約書」, the test centre decides that an exception cannot be made, results will not be released nor will candidates receive a Test Report Form even if candidates have taken the test.

(3) Exceptions may be made and candidates may be able to take the test with the submission of an official original delay form by the authorities and the completion of a 「Delay Notification Form 遅延申告書・誓約書」. However, if circumstances do not allow for candidates to take the test on the actual day or if the candidate

prefers to take the test on a different day, notify the pertinent test centre by 17:00 the following business day, via email, with details of the route and time taken and a request for a transfer. Do not directly contact the actual test site. Furthermore, transfer requests may not be accepted due to scheduling issues.

(4) If conditions stipulated under Article 3, Provision 6(1) are met, refunds may be accepted. In this case, the test fee minus an administration fee of 6300 yen, will be refunded.

2. Speaking Test

(1) Candidates will be considered late if they are unable to complete ID procedures by the time of their individual Speaking Test and will not be able to take the test. If candidates are late, all test results will not be released, and they will not receive a test report form. No refunds or transfers will be made so allow for plenty of time in case of accidents and delays.

(2) If candidates are unable to arrive at the test site by the time of their Speaking Test because of delays in public transportation 【boats, airplanes, trains, buses (does not include taxis)】, including wide-spread paralysation of all public transportation, exceptions may be made and candidates may be able to take the test. Please bring the original Transportation Delay Form issued by the authorities to the test site on the day. Candidates will be asked to submit the official form as well as completing and signing the 「Delay Notification Form 遅延申告書・誓約書」. If candidates do not agree to filling in the form, candidates will be unable to sit the test. Note that the test centre may ask for clarification or further proof of details at a later date after submitting the form by email or telephone.

If, even after submitting the original official form and 「Delay Notification Form 遅延申告書・誓約書」, the test centre decides that an exception cannot be made, the candidate will no longer be eligible to take the test and the results will not be released nor will candidates receive a Test Report Form even if candidates have taken the test.

(3) Exceptions may be made and candidates may be able to take the test with the submission of an official original delay form by the authorities and the completion of a 「Delay Notification Form 遅延申告書・誓約書」. However, if circumstances do not allow for candidates to take the test on the actual day or if the candidate prefers to take the test on a different day, notify the pertinent test centre by 17:00 the following business day, via email, with details of the route and time taken and a request for a transfer. Do not contact the actual test site. Furthermore, transfer requests may not be accepted due to scheduling issues.

(4) If conditions stipulated under Article 3, Provision 6(1) are met, refunds may be accepted. In this case, the test fee minus an administration fee of 6300 yen will be refunded.

Article 12. Confirmation of Listening Test Sound Check

Regarding the volume and sound quality of the broadcast for the listening section, Candidates are asked to make the necessary adjustments to the computer they will use before the commencement of the listening section. Please notify test personnel of any malfunction of the headset such as when no sound can be heard.

Article 13. Questions to Test Personnel

Test personnel are unable to answer any questions related to the content of the test.

Article 14. Entry and Exit into the Test Room

1. Candidates are generally not permitted to leave the room during the test, but toilet breaks are permitted. However, no one is allowed to go to the toilet while instructions are being given, during any part of the Listening and Speaking Test, the last 10 minutes of each part of the

LRW Test, and while papers are being collected and counted after each test. If you leave the room for any reason during the above, you will be considered to have withdrawn from the test and you will not be allowed to return to the test room or to take the remainder of the tests. Nor will your results be released. If you wish to leave the room, quietly raise your hand and wait for an invigilator to escort you. Note that while toilet breaks are permitted, no extra time will be given for a toilet break nor will any extensions to test time be given.

2. Candidates will not be allowed to return to the test if you are absent or withdraw from any one of the 4 components of Listening, Reading, Writing and Speaking.

Article 15. Handling of Test Papers

Candidates are not prohibited from bringing out or reproducing any of the test contents, including the test booklet, answer sheet, task card in any way or form. Should this happen, this will be considered to be a breach of information and handled accordingly, which may involve legal proceedings.

Article 16. Recording of Speaking Test

All Speaking Tests are recorded. Should the tests not be recorded in anyway, a retest will be conducted.

Article 17. Cheating and Disturbance during the Test

Candidates are asked to follow the information in the Declaration, Notice to Candidates, Confirmation Email, and any and all other notifications from the test centre, in addition to complying with the list below. If candidates are caught engaging in any of the behaviours listed below or in any of the documents, they will not be able to sit the test and results will not be released. Nor will candidates receive a Test Report Form and requests for refunds will not be accepted. Furthermore, it may be banded to take IELTS in future for certain period.

- Bringing in and/or using any devices other than items which are allowed in the IELTS term, including cell phones, smartphones, wrist watches, portable clocks, dictionaries, recorders, wearable devices as well as notebooks, textbooks, test guides, dictionaries, etc.
- Not following the instructions of test personnel
- Cheating and/or copying from another candidate or from pre-prepared notes
- Engage in any form of malpractice which may damage the integrity and security of the IELTS test
- Talking to other candidates
- Reading the contents of the test or your answers out loud, muttering, talking to yourself, or any other practices which will be of nuisance to other candidates and may enable cheating
- Removing headsets keyboards, mouse, display modules, LAN cables or the like or taking test questions and other distributed material from the test room (except for those materials whose transportation out of the test room is permitted), or any disclosure or reproduction of the test contents (including by disclosing or posting any information related to the test on the Internet), or any attempts thereof.
- Destroying and/or damaging, computers, headsets, keyboards, mouse, display modules, LAN cables or the like
- Bringing in items other than permitted personal belongings (pencil, eraser, passport, water) into the test room. This includes wallets, purses, electronic devices, eye-glass cases, mechanical pencils, hats, caps, blankets, coats, food, handkerchiefs, etc. Medical items such as eye drops and medication which have not gained the prior permission of the test centre are also prohibited.
- Engaging in behaviour which will disrupt or endanger other candidates or the integrity of the test in any way, as well as

endangering the actual individual. This includes being under the influence of drugs and alcohol, as well as being psychologically frail and unable to withstand the test.

- Violent behaviour such as assault and threats
- Disrupting other candidates through shouting, excessive coughing, singing, behaving in an unruly way or engaging in any other behaviour which will endanger other candidates
- Submitting fraud documents in order to take the test.
- Other inappropriate acts/behaviours observed by test personnel.

Article 18. Influenza and other Infectious Diseases

If candidates have or are suspected of having influenza or any other infectious disease, they may be asked to refrain from taking the test. In such cases, transfers or refunds as listed under Article 3, Provision 6 (2) may be offered.

After the test

Article 19. Test Results

1. The official Test Report Form consists of a band score for each individual test as well as an overall band score for the entire test. The score is valid for 2 years after the date of the LRW Test. Results are generally released 7 days after the date of the LRW Test, and an official Test Report Form will be mailed to the address used for registration. You will receive only one copy of your Test Report Form. Replacement copies are not issued in the event of loss or damage. Results may also be viewed online 7 days after the LRW Test date but such viewable results are not official scores and may not be used for official purposes. Note that test centres are unable to disclose results via email or telephone.

2. Submitting Test Results to Institutions

Up to 5 Test Reports Forms may be sent for free to registered educational institutions and organizations (hereinafter referred to as Recognizing Organizations), if requested, for 30 days from the date of issue written on the official Test Report Form. If requests are made after 31 days of the date of issue, or 6 or more Test Report Forms are requested, an administration fee of 1100 yen per form will be required. To send Test Report Forms by Registered Mail to Recognizing Organizations will cost 1600 yen.

3. Requests for additional Test Report Forms may be made by sending a designated request form by email once results have been released. Additional forms will be sent within 4 days of confirming that the institution is a recognized registered institution and that the necessary fees have been paid. The additional form(s) will be sent directly to the institution from Eiken Foundation of Japan. The centre cannot accept requests for Test Report Forms to be sent prior to test results being released. Additionally, while Test Report Forms are usually sent within 4 days of request, during busy times or long vacations, year-end, etc. this may not be possible. At such times, forms will be sent out as soon as possible.

4. If Recognizing Institutions ask for test results for a candidate who has taken IELTS, results will be given to that institution. IELTS is not responsible for any results, issues, problems, etc. relating to differences in personal information such as name, address, etc. between the information given on the IELTS Test Report Form and the information given to the institution.

5. Test Report Forms will be issued with the name given upon registration which is also the name in the passport used for registration. If the information does not match, contact the pertinent test centre to request that a change be made documentation must be provided to verify the correct details. If the test centre is unable to change the information please contact the British Council IELTS Head office at (ielts@britishcouncil.org). If you change your name after receiving

your Test Report Form, the name will not be changed on the Test Report Form. Note that the name on the Test Report Form cannot be changed once results have been released. If for some reason, an original Test Report Form is reissued, the name will remain the same as on the initial Test Report Form and registration.

6. Your result may not be issued 13 days after the test if the IELTS Test Partners decide that it is necessary to review any matter associated with your test or the administration of your test. To assist any investigation, you may be required to provide writing and speaking samples. In exceptional circumstances, you may be required to re-take one or more IELTS components.

7. If any of the data on the Test Report Form provided by you or your agent to Recognising Organizations has been altered in any way, your original test result may be cancelled.

8. Candidates are not permitted access to the work they produce in the IELTS test.

9. Results will not be released nor will candidates receive a Test Report Form should they be absent from or withdraw from any one of the 4 components of Listening, Reading, Writing, and Speaking.

Article 20. Enquiry on Results

In the event of a doubt as to the content of a test result, a candidate may apply to this test centre for an Enquiry on Results. The appropriate test centre must receive all enquiries and paperwork within 39 days of the LRW Test date. The candidate may decide which component the enquiry shall be conducted on. A fee will be charged for this process, however, in the event that the score of the candidate is corrected to such candidate's advantage, and only in the event that such candidate designates a bank account in Japan to which such fees shall be refunded, a refund of such fees shall be made. However, regardless of the result of the enquiry, for any tests that the candidate has applied for after making the request for an enquiry and for which the application deadline has passed, no test fees shall not be refunded, and no such applications may be cancelled. The enquiry process may take within around 3 weeks. During the enquiry procedure, the original test result shall be suspended, and the test centre will not send to Recognizing Organizations.

Other

Article 21 .Prohibitions

1. By applying for and taking the test, individuals are confirming that they have read and understood the IELTS test terms and conditions stated on the Declaration, Notice to Candidates, Confirmation Notice, website as well as this Agreement, and agree to abide by them. This includes refraining from engaging in prohibited issues.

2. Should individuals engage in prohibited issues, the Eiken Foundation of Japan has the right to block the individual from taking the test. Additionally, should candidates be caught engaging in prohibited issues on the test day, results will not be released.

Article 22. Subcontracting

1. Eiken Foundation of Japan reserves the right to subcontract any and/or all administrative tasks of the test to a subcontractor. This includes personal information given by the candidate upon registration or at any part during the test.

2. Eiken Foundation of Japan will conduct necessary reviews and checks when subcontracting administrative work.

3. Eiken Foundation of Japan is still the administrator and responsible for the test even when subcontracting any and/or all tasks of the test.

Article 23. Confidentiality

1. Candidates are prohibited from disclosing matters relating to the conduct of the test, information relating to test administration procedures, test content, and any other information gained from registering for and taking the test to a third-party.
2. Note that confidentiality still applies even after the test period and validity period of the results have been terminated.

Article 24. Exclusion of Liability

1. Eiken Foundation of Japan reserves the right to cancel or block individual candidates from taking the test. Should a test be cancelled, test fees will be refunded.
2. Eiken Foundation of Japan reserves the right to change the test day, test time, and test order. All reasonable measures will be taken in the case of interruptions, delays, cancellations of the actual test or release of test results, to conduct the test and/or send out test results. However, note that test fee refunds and test day transfers will be the extent of measures the Eiken Foundation of Japan will take.
3. Eiken Foundation of Japan will take all reasonable measures for the fair administration of the test, but is not liable for the following circumstances:
 - not being able to administer the test due to extremely bad weather or any other circumstances beyond control
 - delays or failure of delivery of documentation or results once they have been posted from the Eiken Foundation of Japan
 - delays or failure of delivery of documentation after the candidate posts the relevant documents
4. Eiken Foundation of Japan is not responsible for any trouble, misunderstanding, issues, etc. which occur at the test site between candidates (and/or family members, etc.).
5. Eiken Foundation of Japan is not responsible for any damages incurred if any of the data provided or any information gained from taking the test is given to a third-party by the candidate is deleted or changed in any way.

Article 25. Compensation for Damages

In the event that an applicant and/or candidate causes damage to the Eiken Foundation of Japan or to a third-party, Eiken Foundation of Japan has the right to claim compensatory damages.

Article 26. Limitation of Responsibility

Except in cases separately provided for in this Agreement, the responsibility of the Eiken Foundation of Japan to the applicant and/or candidate is limited to and does not exceed the test fee actually paid by the candidate.

Article 27. Amendments to this Agreement

Eiken Foundation of Japan may amend this Agreement without candidate or group test site organizer approval. An amended Agreement will become effective from the time it is posted on the IELTS website, unless Eiken Foundation of Japan determines otherwise.

Article 28. Privacy Agreement Regarding Personal Information

1. Please read the following agreement for an understanding of Eiken Foundation of Japan's Privacy Policy:
<http://www.eiken.or.jp/privacypolicy/>
2. The Eiken Foundation of Japan is diligently working to protect personal information under the regulations set forth in the Personal Information Law. All administrative work dealing with personal information is managed under the law. Personal information obtained from candidates who take the test is only used for the purposes specified below and the Eiken Foundation of Japan will obtain

approval in advance if it becomes necessary to use personal information for any other purpose. In addition, there may be circumstances where personal information is used for the purposes listed below even after the use of the service has been terminated. Note that personal obtained by the Eiken Foundation of Japan may be renewed to maintain accuracy of the said personal information.

【Purpose】

- ① The impartial, fair and seamless administration of the test as well as services such as grading, evaluation, operation and issuance of score reports of the test and the like;
 - ② Provision of personal information to the universities or other providers of higher education to which candidates are applying to the extent required for such application;
 - ③ For use as statistical data on materials that the Eiken Foundation of Japan develops and for analytical purposes
 - ④ For providing information on services and business conducted by the Eiken Foundation of Japan;
 - ⑤ For use in marketing activities and for conducting surveys;
 - ⑥ For handling inquiries;
 - ⑦ For information on preparation materials of the test;
 - ⑧ For providing information on seminars, events, and other business related to English;
 - ⑨ For responding to acts of misconduct and the like in order to administer the test impartially and fairly; and
 - ⑩ For developing and operating a system which aids in the realization of the purposes prescribed in ① and ⑨.
3. With respect to the implementation of the Test for examinees who live in the member states of the EEA, the personal data that Eiken obtains from a Test applicant or examinee will be used for purposes related to our services, such as smoothly implementing the Test, business operations, and issuing score reports. Personal data may be processed where it is necessary to process such data in order to perform an agreement with an applicant or examinee; where it is necessary to process such personal data in order to conduct procedures, at the request of an applicant or examinee, prior to execution of an agreement; or based on the consent of an applicant or examinee.

Eiken may entrust all or a part of the applicant or examinee personal data processing to a third party, such as a test marker. The personal data of applicants and examinees will be transferred to Japan and stored on the Eiken Foundation of Japan's server located in Japan to perform the agreements.

The personal data obtained will be stored until there is a request from an applicant or examinee to delete it or until the storage period specified by Eiken has lapsed, unless storage for a longer period is required by law. To the extent permitted by law, applicants and examinees shall have the right to request that Eiken grant access to, rectify or delete their personal data, or limit any processing of their personal data, to object to the processing of their personal data, to receive the personal data they provided in a structured, commonly used, and machine-readable format, and to transmit the personal data they provided to another controller. Furthermore, if an applicant or examinee is dissatisfied with the Eiken Foundation of Japan's processing of personal data, the applicant or examinee has the right to lodge a complaint with the supervisory authorities of the member states of the EEA. Where personal data is processed based on consent, there is a right to withdraw that consent at any time. Withdrawal of that consent shall not affect the lawfulness of processing based on consent before its withdrawal. The personal data of applicants and examinees is necessary to perform the agreements. Where this personal data is not provided, Eiken cannot

determine whether an applicant or examinee has passed or failed or notify the applicant or examinee of the results of the Test.

Article 29. Intellectual Property Rights

1. Intellectual property rights of the test belongs to the British Council, IDP: IELTS Australia and Cambridge English Language Assessment. Furthermore, the test is protected under the Japanese Copyright Act as well as relevant Japanese laws.
2. Copyright of all information provided to candidates is also protected under the Japanese Copyright Act as well as relevant Japanese laws.

Article 30. Governing Laws and Language

The validity, rendering, and execution of the Agreement are to be carried out based on Japanese law. This English version of this Agreement is a translation for reference purposes only and the Japanese version of this Agreement shall prevail in the event that there are any discrepancies between the two versions,

Article 31. Jurisdiction

Any legal proceedings related to this Agreement shall fall under the jurisdiction of the Tokyo Summary Court or Tokyo District Court.

Additional Clauses

This Agreement was put into use on August 9, 2020.
Eiken Foundation of Japan