



# PeopleCert Online Terms of Service

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[peoplecert.org](https://peoplecert.org)

Dream it, do it.



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Document Revision History		
Version	Date	Description of Change
1.0	22/05/2024	Initial version

## 1 PeopleCert Online Terms of Service

These Terms of Service (“Terms”) apply to:

- use of websites and associated online services (together “Online Services”) operated by companies in the PeopleCert group (together “PeopleCert” or “we”); and
- sales of books and other physical products via the Online Services.

Additional terms may apply to specific PeopleCert services, including the Service-Specific Terms below and other terms that are communicated to you. These Terms do not apply to services and transactions of PeopleCert Partners under a partner agreement, for which the terms and conditions therein are applicable.

## 2 Acceptance and Conditions of Use

Registered users of Online Services, including users who pay for Online Services via a third party and/or voucher, are required to accept these Terms. If you intend to use our Online Services as a visitor, you must comply with these Terms (if you do not agree please do not use the Online Services). Both registered users and visitors of the Online Services are referred to in these Terms as “Users”.

As a User, you agree to be bound by these Terms for the duration of your use of the Online Services. If you wish to terminate your relationship with PeopleCert and stop using the Online Services, you may do so at any time by ceasing to use the platform and contacting PeopleCert to request that your account be deleted. Your outstanding obligations to PeopleCert, including but not limited to payments due, must be fulfilled upon termination.

If you breach any of these Terms, your authorisation to use the Online Services is terminated. PeopleCert also reserves the right to terminate your use of the Online Services at any time in its discretion, subject to any obligations to deliver services for which you have paid. Upon termination, you must immediately destroy any materials downloaded from the Online Services unless you have bought such materials.

## 3 Prohibited Conduct

Users shall not, directly or indirectly, perform any of the following actions:

- a. Transmit, install, upload or otherwise transfer any content, software, malware, advertisement, communication, or other item or process to the Online Services which in any way impairs their use, or adversely affects PeopleCert’s computers, servers or databases.
- b. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Online Services.
- c. Remove or modify any copyright, trademark, legal notices, or other proprietary notices from the content available via the Online Services.
- d. Breach or bypass the Online Services’ security mechanisms, or attempt to do so – this includes accessing any data or server you are not authorized to access.
- e. Use any device (such as a “web crawler” or other automatic retrieval mechanism or other means) to harvest information about the Online Services, other Users or PeopleCert.

## 4 Confidentiality of Certification Process and Materials

**The entire certification process is confidential.** Examination and certification services (“Certification Services”) are made available to individuals solely for their own assessment. In connection with Certification Services, you undertake the obligation to comply with applicable Candidate Certification Guides which are made available upon registration. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any material related to the certification process, in whole or in part, in any form or by any means including visual, aural, verbal, written, electronic or mechanical, for any purpose, without the prior express written permission of PeopleCert.

## 5 Access to Online Services

If you access the Online Services using a Username (e.g. Candidate ID) and a Password (e.g. Examination PIN) received from us, you are responsible for maintaining the confidentiality of your Username and Password, and for restricting access to any computer while logged in with your Username and Password. Your account is strictly personal, and should not be shared or transferred to anyone else. You agree to accept responsibility for all activities that occur under your Username and Password. PeopleCert may terminate User accounts at its sole discretion for any violation of these requirements or of Candidate Certification Guides.

Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Online Services. You will be notified by email where any such hardware, software, equipment and service is required. This information is also available in the “Overview” section of your PeopleCert account on <https://peoplecert.org/overview>.

PeopleCert will make all commercially reasonable efforts to provide uninterrupted access to the Online Services. However, PeopleCert does not warrant availability of the Online Services. Unavailability of the Online Services may occur due to factors outside of PeopleCert’s control. The Online Services may be unavailable due to periodic maintenance or related reasons, and in such cases PeopleCert will take all commercially reasonable steps to restore access within a reasonable period. The term “commercially reasonable” means reasonable efforts taken in good faith without an undue or burdensome use or expenditure of time, resources, personnel or money.

## 6 Intellectual Property Rights

This Online Services and all information they contain (“Materials”) are proprietary to PeopleCert and its licensors, who reserve all intellectual property rights in all materials included in the Online Services, except that PeopleCert grants you a limited, non-exclusive, non-transferable license to use the Online Services to which you have access in accordance with these Terms.

You should assume that everything you see, read and hear on the Online Services (such as products, trademarks, logos, service marks, images, video, audio, photographs, illustrations, text, testimonials and other materials) is copyright and/or trademark protected. PeopleCert® and PeopleCert. Dream It, Do It® are registered trademarks of PeopleCert. For further information on other trademarks you see on the Online Services, please visit our [Acknowledgements](#) page.

You may not sell, reproduce, distribute, modify, display, prepare derivative works of, re-post or otherwise use, store or distribute any Materials without the written consent of PeopleCert. PeopleCert reserves the right to take legal action in case of any breach of these rights and restrictions.

## 7 Materials Provided “As Is”

The Materials have been prepared to provide information about PeopleCert and its products and services. Whilst PeopleCert has taken reasonable care in the preparation of the Materials, the Online Services and Materials are provided on an “as is” basis and without warranties of any kind with regard to the accuracy, completeness or usefulness of any information. All warranties whether statutory or implied (including fitness for purpose, satisfactory quality and timely delivery) are hereby expressly excluded to the fullest extent permitted by law.

## 8 Purchases and Credit Card Payments

PeopleCert offers products, exams and services for purchase remotely and electronically. Any shipping charges for books and other physical products will be charged at the time of sale.

Credit card payments are processed securely by our selected payment processors and are not accessed by PeopleCert. A charge from "[www.peoplecert.org](http://www.peoplecert.org)" will appear on your credit card statement for any purchase.

## 9 Cancellation, Refunds and Rescheduling

If you have made a purchase by mistake or have changed your mind, you have the right to cancel your purchase by filing a written request of cancellation within 14 days of your initial payment as follows:

- i. Exams: If you have not booked a specific exam date, cancellation can be made within 14 days from your initial purchase. If you have booked a specific exam date, cancellation can be made within 14 days from your initial purchase, provided that this date is at least 14 days prior to the exam date.
- ii. Memberships:
  - a) Cancellation can be made within 14 days from your initial purchase. If you began the use of the membership service within such 14 days' period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your cancellation. Upon cancellation, access to a membership service will continue until the end of the current subscription period. No refund will be provided for any partial subscription periods, except as expressly stated in these Terms.
  - b) Cancellation for any automatic renewal term must be given prior to renewal, subject to point (c).
  - c) In the case of a price increase greater than inflation or other major change to the service that negatively impacts you, you have the right to cancel within 30 days of the date of the change or our notice to you of it.
- iii. Physical Books: Cancellation can be made before shipment (so long as within 14 days from order). You may return a book within 14 days from receipt of the book, provided that you pay for return shipping and the book is undamaged. If there is a problem with your book, please get in touch with us within 5 days from receipt of the book to request a replacement.
- iv. E-Books: E-books purchased together with an exam may be cancelled only when the exam is cancelled (see terms above). Cancellation for e-books purchased separately can be made up to 14 days from your initial purchase.
- v. PeopleCert Official Training Materials: Official Training Materials purchased together with an exam may be cancelled only when the exam is cancelled (see terms above). Cancellation for Official Training Materials purchased separately can be made up to 14 days from your initial purchase.
- vi. Rescheduling: If you have booked a specific exam date and would like to reschedule your exam, you may do so via your PeopleCert account. A reasonable fee may apply.
- vii. Late/No Shows: If you fail to attend a scheduled exam within 10 minutes after the designated start time, you will not be able to take the exam and no refunds are available. You may reschedule the exam via your PeopleCert account, and increased rescheduling fees will apply because of the non-attendance.

All requests for cancellation or refunds must be emailed to [customerservice@peoplecert.org](mailto:customerservice@peoplecert.org). In the event of an appropriate cancellation request, PeopleCert will provide you with a refund. Refunds will always be made to the same credit card used for purchase. If you have purchased a voucher from an Accredited Training Organization (ATO) or other PeopleCert partner, any cancellation or refund request should be made to the ATO or partner.

## 10 Links to Third Party Websites

The Online Services may provide links to other websites maintained by third parties. PeopleCert has no responsibility for the content in any linked website. PeopleCert does not endorse or make any representations about such sites, or any information, software or other products, services or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked from the Online Services, you do this entirely at your own risk.

## 11 Changes to Products and Services

Products and services available via the Online Services and their prices are subject to change and removal without notice. PeopleCert will not be responsible for any additional costs, delay or liability which you or your company or agents may incur as a result of such changes.

## 12 Applicable Law and Disputes

These terms and conditions are governed by the laws of England and Wales and any dispute relating to the Terms and conditions shall be subject to the jurisdiction of the courts of England, except to the extent you have additional rights under your local law. You agree to indemnify PeopleCert for any claims or damages resulting from your breach of the Terms.

## 13 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PEOPLECERT, ITS SUPPLIERS, AND OTHER THIRD PARTIES ASSOCIATED WITH THE ONLINE SERVICES SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, LOST TIME OR INTERRUPTION, LOST BUSINESS OR ANTICIPATED SAVINGS) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, OR THE MATERIALS OR INFORMATION OR SERVICES CONTAINED AT ANY SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT PEOPLECERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS, INFORMATION OR SERVICES FROM THIS SITE RESULTS IN THE NEED FOR ADDITIONAL SUPPORT, SERVICING OR REPAIR, YOU ASSUME ALL COSTS THEREOF. Nothing in this clause shall exclude PeopleCert's liability for personal injury resulting from negligence or for fraud.

## 14 Amendments

We may revise these Terms to reflect changes in PeopleCert products or the law, or for other reasons, and the revised Terms will be posted on this page. If we make any material change to the Terms and you are a registered User, we will notify you. If you use the Online Services after changes have been notified, you will be deemed to have accepted the amended Terms.

## 15 Severability

If a provision of these Terms is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of the Terms.

## 16 Service-Specific Terms

### 16.1 Take2 re-sit exam option

Take2 is an optional add-on service offered for all exams, and may be purchased up to 15 minutes before sitting an examination. Take2 is not available for purchase after a failed exam.

Take2 provides a re-sit voucher when the initial exam linked to it has a “fail” result. Candidates must schedule and take the re-sit exam within 6 months from the date of their initial exam.

Take2 is exam-specific. It cannot be used for any other offering and is valid only for the exam originally purchased.

Failure to show up for a Take2 exam appointment or not rescheduling the appointment prior to its scheduled time forfeits the candidate’s ability to use the Take2 voucher.

Take2 is not transferable, non-refundable, and cannot be redeemed for cash or credit, including if the first exam is passed and the Take2 voucher is therefore not needed.

### 16.2 Marketplace

PeopleCert’s marketplace (“Marketplace”) is available to entities that have a partner agreement with PeopleCert. To make purchases through the Marketplace, please access <https://www.peoplecert.org/Partners> by using your Passport login credentials.

After accessing the Marketplace, simply insert the items/books you wish to purchase into the virtual shopping basket and then complete the purchase. You may order items individually or in bulk.

Prices of items are provided in the Marketplace. Shipping costs and expected delivery times are specified in the Marketplace depending upon your selected shipping method.

Orders will be confirmed when placed, and processed for shipment after receipt of payment.

### 16.3 PeopleCert Membership service

1. If you wish to use PeopleCert Membership services, you are required to create an account as part of the subscription process. After subscribing, you can access the service options at <https://www.peoplecert.org/Membership> using your login credentials, for as long as your subscription remains active.
2. Certain options are provided to you free-of-charge. Other options require payment before you can access them (the "Paid Subscriptions"). A description of our subscription plans’ options is provided to any individual upon the creation of a PeopleCert account, and is available at <https://www.peoplecert.org/Membership>. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.
3. Paid Subscriptions are available on a monthly or annual basis. Paid Subscriptions will automatically renew at the end of the current period unless terminated or downgraded.
4. Subscribers can upgrade their membership plan and manage their profile in the account management area of the PeopleCert site.
5. You can cancel your subscription at any time by requesting the deletion of your PeopleCert account. Account deletion request can be made through the profile section or by contacting our helpdesk at [customerservice@peoplecert.org](mailto:customerservice@peoplecert.org).
6. If your subscription is cancelled or expired, you may lose access to certain features without further notice from PeopleCert.



## 16.4 PeopleCert Official Training Materials

1. Candidates whose PeopleCert exam includes access to Official Training Materials can access the materials for their course (and download them for offline study) via the Candidate's portal. Access is provided for 5 years from the date on which the Candidate redeems the voucher.
2. Official Training Materials are provided using Canvas LMS software provided by Instructure. Use of Official Training Materials is subject to the Instructure Acceptable Use Policy available at <https://www.instructure.com/policies/acceptable-use>.



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