

European Society of Cardiology

Online proctoring Examinations Terms & Conditions

These terms & conditions contain the provisions for all Online proctoring Examinations delivered by the European Society of Cardiology (ESC).

Registering for an ESC Online proctoring Examination, implies that the Candidate has read, understood, and accepted these Terms and Conditions, as set out in this document.

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2. Definitions

For purposes of these Terms & Conditions, the terms defined in this section shall have the meanings set forth below:

- 2.1 ESC: European Society of Cardiology, headquarter located: 2035 route des Colles, Les Templiers, CS 80179 Biot, 06903 Sophia Antipolis, France
- 2.2 Candidate: the individual who has registered and/or has taken an ESC Online proctoring Examination or wishes to do so
- 2.3 Examination: a knowledge-based assessment made of multiple-choice questions (MCQs) intended to measure Candidate's knowledge in a subspecialty of cardiology
- 2.4 Online proctoring Examination: online proctoring service that allows a Candidate to take an Examination on its own space under the supervision of a live proctor
- 2.5 ProctorU®: is the third-party proctoring service supplier who delivered ESC Online proctoring Examinations
- 2.6 Proctor: the live proctor is the individual who monitors the Candidate during an online Examination

3. Eligibility to an ESC Online proctoring Examination

The ESC is organising several types of Examinations. Some Examinations include eligibility criteria that the Candidate must comply with to be validly registered.

The Candidate to an Examination must meet all requirements applicable to this Examination upon registration at the latest.

All eligibility criteria are described on the ESC website: <https://www.escardio.org/Education/Career-Development/Certification>. The Candidate must refer to the dedicated webpage of the certification Examination for which he/she would like to register.

ESC may ask the Candidate to provide supporting documents. Uploading these documents and approval thereof are part of the registration procedure. Failure to provide requested supporting documents on due time may result in the dismissal of the Candidate from the Examination and cancellation of Candidate's registration.

4. Conditions for participation in an ESC Online proctoring Examination

ESC is using a third-party proctoring service called ProctorU® to deliver its Online proctoring Examinations.

A Candidate who wishes to take an ESC Online proctoring Examination need compatible hardware (webcam, microphone), software and internet access. Minimum requirements can be found on the ESC website, on the dedicated webpage of the certification Examination for which he/she would like to register.

Before the Candidate registers for an Online proctoring Examination, he/she must make sure to meet these requirements.

The Candidate will be required to test his/her equipment before the Examination day in order to minimise the chance of having technical issues. This series of equipment checks must be done to make sure the Candidate's system meets the minimum requirements.

These checks are the responsibility of the Candidate only. As detailed in Section 15 below, nor the ESC or ProctorU® are responsible for any equipment or network malfunction or service disruption that could affect the Candidate Examination.

5. Registration and fees

Candidates interested in taking an ESC Online proctoring Examination must register online on the ESC website and pay the required Examination fee.

The Examination fees to be paid by the Candidate are mentioned during the registration procedure. All Examination fees are quoted in Euros (€) and include national applicable VAT. Payment in any other currency will not be accepted.

Once payment has been processed, the Candidate will receive a confirmation email with the invoice.

For details about registration, the Candidate is required to check the relevant information for the Online proctoring Examination he/she would like to register on the ESC Website: <https://www.escardio.org/Education/Career-Development/Certification>

Usually, registration opens around 3 months prior the Examination date and closes 15 days before the Examination date.

Candidates should check the content of the Examination registration confirmation very carefully, particularly for any incorrect name spelling and any corrections which should be drawn to the attention of the ESC immediately.

The ESC has the right to exclude a Candidate from participation in an Examination, to deny or withdraw a certificate, or to invalidate an Examination if it appears that the Candidate has not paid the full Examination fees due within the time limit set, or if the ESC (in retrospect) discovers irregularities relating to the payment, including, but not limited to, credit card fraud.

6. Scheduling an Examination

Online proctoring Examination scheduling will be available immediately after validation of the Candidate's registration by the ESC. It is the responsibility of the Candidate to schedule its Examination session (date and time) as soon as possible because appointments are made on a first-come, first-serve basis.

Examination scheduling is done by each Candidate on ProctorU® website, as detailed on the ESC webpage.

If the Candidate does not book its Examination time slot more than 3 days before the Examination date, the Candidate will be charged a late registration fee by the ESC Examination supplier. This fee will not be refunded to the Candidate under any circumstances. The Examination time slot booking must be done no later than the day before the Examination date. Please note that it is no longer possible to reserve an Examination slot on the Examination Day.

7. Rescheduling and Cancellation policy

The Candidate may need to reschedule the Examination appointment he/she has already booked on the ProctorU® website. This should be done on the ProctorU® website, in the Candidate's account.

The Candidate has the right to cancel a registration for an ESC Online proctoring Examination. A Candidate who wishes to make use of this cancellation right must send a written request to the ESC Contact us (<https://www.escardio.org/Contact>).

As a result of the cancellation, the Candidate's Examination appointment will be cancelled and made available to other candidates.

Request for cancellation by phone or any other means of communication will not be considered.

The cancellation policy on refunds may vary depending on the ESC Examination the Candidate registered for. Please visit the following page for further information: <https://www.escardio.org/Education/Career-Development/Certification>

The refunds will be processed by the ESC under reasonable delays.

8. Examination delivery policies

8.1 General Candidate conduct policy

Candidates for all ESC Examinations are expected to behave in a professional manner and to conduct themselves as is appropriate.

Any attempt to cheat or other behaviour that could be considered to compromise the integrity or confidentiality of an ESC Examination is treated with the utmost seriousness.

Examples of inappropriate behaviour include, but are not restricted to:

- disseminating Examination content by any means, including, but not limited to, web postings, formal or informal discussion groups, chat rooms, reconstruction through memorisation, study guides, or any other method.
- the introduction into any Examination of any materials, audio or communication devices (including mobile phones and 'smart' watches), other than those specifically permitted for the Examination.
- copying, publishing, selling, offering to sell, distributing in any way, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any Examination or any part thereof.
- seeking and/or passing on unauthorised information on Examination contents in advance of the Examination date.
- providing falsified information, documentation, or statements as a means of a false identity, false address, or solicitation of someone to take a test on Candidate's behalf.
- the use of any recording equipment (including all photographic, video and audio recording equipment).
- giving, receiving, or obtaining unauthorised assistance during the Examination or attempting to do so.

8.2 Special Examination rules for Online proctoring Examinations

For security, integrity and value of all ESC Online proctoring Examinations, the ESC is using the live human proctoring service from ProctorU®. All interactions between the Candidate and the proctor are done in English only.

Before logging in to take the Examination, the Candidate must ensure to have:

- a valid photo ID document for identity verification purposes (identity card, driver's license, passport).
The first and last name that the Candidate uses to register must match exactly the first and last name on the ID that is presented on test day.
- cleared its workspace from all materials and unauthorised supports.
- closed all programmes on its computer and to have unplugged all secondary monitors.
- a working webcam and microphone.
- a strong internet connection.
- a quiet and well-lit space.
- no sounds from music, television, or any other sounds.
- no other people in the room.

Startup procedures

The Candidate must consider between 5 to 20 minutes to complete the startup procedures in addition to the time he/she will have for the Examination. This is the time it takes to verify the Candidate identity, check his/her environment, and take he/she into the Examination.

Candidates taking an Online proctoring Examination with the ESC must prove their identity prior to the Examination by (1) taking a photograph of himself or herself with the webcam (the face must be fully visible) and (2) taking a photograph with the webcam of a valid proof of identity including a closely resembling photograph.

During the Examination

ProctorU® will remotely connect to Candidate's computer in order to monitor its computer screen and premises. As a part of these terms & conditions, the Candidate agrees to scan its premises using its webcam if or when a proctor request that the Candidate does so.

The Candidate agrees to maintain audio and video contact with the proctor during the test session to enable ProctorU® to record its test session, and to disconnect audio and video contact from the test session once it ends.

The Candidate authorises ProctorU® to make all recordings of and any content from its Examination or test session available to the ESC.

The proctor may intervene upon any actions or behaviours that are not allowed.

Examples of actions and behaviours that will be flagged during an Online proctoring Examination include, but are not restricted to:

- Talking or whispering aloud during the Examination is not permitted.
- Wearing ear plugs or headphones is not allowed.
- Being out of camera view: Candidate's face, chin to forehead, needs to be in the camera view at all times.
- Anyone entering in Candidate's testing area.
- Anyone talking to the Candidate while: additional noises, including other people talking while the Candidate is in its Examination are not allowed.
- Looking off-screen: Candidate's eyes should stay on the screen at all times while testing.
- Use of unauthorised materials.
- Taking pictures or screenshots of the Examination: taking pictures while in the Examination, including screenshots, is not permitted.
- Copying and pasting any elements of the Examination.
- Utilising a virtual machine: virtual machines can be detected through the pre-Examination system check and are not permitted.
- Utilising a secondary monitor.

By registering to an ESC Online proctoring Examination with ProctorU®, the Candidate understands and acknowledges that the proctor may immediately terminate his/her test Examination session if the proctor experiences or observes any conduct that the proctor deems vulgar, offensive, pornographic, obscene, abusive, criminal, or otherwise inappropriate. ProctorU® reserves the right to report such Candidate's unacceptable actions to the ESC.

If the proctor detects suspicious or questionable action(s) during the test session, the Candidate grants the proctor the right to recommend that his/her Examination be disqualified.

8.3 Sanctions for irregularities

Any irregularity in relation to the ESC Online proctoring Examinations policies and rules mentioned above can lead to sanctions as described in this section.

If an irregularity is discovered prior to or during the Examination session, the Candidate can be excluded from participating or continuing the Examination. In that case, the Examination result will be nullified.

If the irregularity is determined after the Examination session has taken place, the ESC may decide to nullify, not assess and/or not establish a result for the Examination. If the Candidate involved has already received an Examination result or any certificate awarded on the basis thereof can still be invalidated and reclaimed. During the investigation into such deviations or irregularities, the ESC can suspend the effect of the result letter or certificate.

Decisions taken by the ESC will be confirmed and announced to the Candidate in writing, stating the ground.

In all cases, if the irregularities are confirmed the Candidate will be liable for the full Examination fees and in no circumstance will the Examination fees be refunded.

In case of aggravating circumstances (fraud, serious violation of the Online proctoring Examination rules and/or Candidate conduct policy), the ESC may decide to exclude the Candidate involved from participating in future ESC Examinations for a maximum period of 2 years.

9. Reasonable Adjustments to Examinations and medical conditions on the Examination day

9.1 Reasonable Adjustments to Examinations

Wherever possible, the ESC may make reasonable adjustments to the Examination for Candidates with special requirements who cannot be assessed by the normal Examination regulations.

Special requirements include notably:

- Physical or sensory impairments.
- Specific learning difficulties (e.g. dyslexia and dyspraxia) or other cognitive impairments.

Enquiries about possible Examination adjustments must be made as soon as possible at the time of registration and at least 4 weeks before the Examination scheduled date. Examination adjustments proposals are subject to technical and logistical constraints of the ESC and its independent contractors.

Enquiries about possible Examination adjustments must include full written details and comprehensive supporting evidence by an appropriate authority (e.g. the Candidate's registered family doctor or consultant) in English language. Candidates with dyslexia or any other learning disability are required to provide a Psychological Assessment Report from a qualified educational psychologist conducted after the Candidate was sixteen years of age.

Reasonable adjustments may include:

- use of a scribe or amanuensis.
- use of an appropriate aid.
- reduced number of questions in the Examination questionnaire (in respect of Examination blueprint).
- enlargement of Examination scripts or materials.
- additional time.

After obtaining necessary documentation, adjustments may be approved if the Candidate's circumstances justify such. Candidates will be notified in writing of any adjustments that have been permitted for their Examinations.

Where a Candidate does not believe the adjustments, he/she has been granted are reasonable, he/she may ask for their case to be reviewed by the ESC, whose decision will be final. The ESC reserves the right to take independent advice to ensure that any proposed arrangements are appropriate and in accordance with any applicable legislation.

For anyone that requires adjustments and has not done so in advance, the Examination session will be administered under normal circumstances.

9.2 Medical conditions on the Examination day

If a Candidate misses the Examination because of illness, the ESC may refund the registration fee, as long as the Candidate provides a doctor's certificate or statement, and ESC is satisfied by it. This statement should give the medical reasons why the Candidate had to withdraw from the Examination and must confirm that the Candidate was unable to sit the Examination.

If there is any unforeseeable health problem affecting the performance of a Candidate during the Examination, this must be reported to the proctor on the day of the Examination, and Candidate may be granted, where appropriate, special adjustments to take the adverse circumstances into account. Such adverse circumstances cannot be brought to ESC's attention once Examination results have been released.

10. Examination results

The ESC will inform all Candidates who have participated in an ESC Online proctoring Examination of their Examination result by means of a result letter sent to the email address registered on Candidate 'My ESC' account.

No information is provided by phone on Examination results.

The result letter includes, amongst other elements, the title of the Examination, the Examination date and location, the grade or percentage awarded and the Pass/Fail decision.

Examination results will be issued to the Candidate within 2 months after the Examination date.

Only a certificate proves that a Candidate passed the Examination requirements.

If the ESC has required an inquiry to be carried out, for example in case of suspicion of fraud or other violations of the Examination rules, the time limit for issuance of the result letter may be longer.

The only feedback Candidates receive after the Examination is their score as well as aggregate information about the Examination cohort (pass rate). Candidates will in no case have access to Examination content and individual question items' performance.

Under no circumstances will ESC return work done by Candidates.

Candidates who have failed the Examination can re-sit the Examination at a later stage.

11. Appeal and complaints

Candidates who have comments or concerns about an Examination question should contact the ESC by the ESC Contact us webpage (<https://www.escardio.org/Contact>). The relevant certification committee will review all comments, concerns and suggestions made by Candidates. These comments or concerns must be logged on the Examination Day with the proctor or at the latest before Candidates received their Examination results.

Candidates who have experienced technical difficulties during their Examination should inform their proctor at the time of the Examination and also inform the ESC as soon as possible or at the latest before Candidates received their Examination results. Any technical difficulties reported after release of Examination results will not be considered.

After having received the Examination results, if a Candidate believes that an incorrect result has been awarded, the Candidate may lodge an appeal by sending the ESC an official letter within 8 days of receiving his/her scores on the ESC Contact us webpage. The result of such appeal may be a higher grade, a lower grade, or no grade change. In no circumstance the appealing Candidate will be entitled to fee refund nor damages.

For security reasons, the Examination content is not available for review to Candidates.

The ESC and relevant Certification Committee will reply within 4 weeks. The decision is final.

Appeals are free of charge.

12. Failing and re-sitting the Examination

In the event that the Candidate failed the Examination in previous attempts, the Candidate may need to re-sit the Examination. Candidates must pay the Examination fee each time they attempt the Examination. Specific re-sit fees may be available.

Re-sit conditions are available on the relevant certification page on the ESC Website: <https://www.escardio.org/Education/Career-Development/Certification>

ESC can ask the Candidate to provide supporting documents of previous failure. Uploading these documents and approval thereof are part of the re-sit registration procedure.

13. Candidate personal data

The ESC collects and uses Candidates personal data to supply Examination services.

For each Candidate taking an ESC Online proctoring Examination, the ESC will collect:

- identity data including Candidate's name.
- contact data including Candidate's postal address, email address and phone number.
- professional profile data.
- photographic and/or video recordings taken to confirm the Candidate's identity, prevent fraud, and to otherwise help administer and score the Examination.
- other relevant information provided by the Candidate to the ESC in the context of the Examination.

This data is processed for the following use:

- administer Candidate's registration.
- issue personal Examination results and certificates.
- provide an invoice for payment of the Examination fees.
- provide the Candidate an access to the Examination platform.
- publish the Candidate's name and date of certification on the public list of certified professionals on ESC websites
- other use related to the Examination.

Without this information, the ESC will be unable to properly process the Candidate's registration.

In view of the purposes mentioned above, or in the context of its service provision the ESC may share, pass on or in any other way make accessible Candidates personal data to other ESC service providers or third parties, including ProctorU®.

These recipients only have access to Candidates data in so far as this is necessary for the performance of their tasks and within the framework of the purposes mentioned.

If successful to the Examination, Candidate's name and certification date will be published on the ESC website.

The data collected will be kept for a maximum of 5 years after Candidate's last transaction or activity with the ESC after which time Candidate's "My ESC account" will be closed. Only financial transactions data will be kept for a maximum of 10 years for legal accounting purposes.

In accordance with the section 2 of the chapter 3 of the European Regulation 2016/679 with regards to data protection, Candidates have the right to request from the ESC, access to and rectification or erasure of their personal data or restriction of processing concerning their data or to object to processing as well as the right to data portability.

For such, please contact dataprivacy@escardio.org (be aware that a proof of identity will be requested during the process via a secured web link).

Candidates have the right to lodge a complaint with a supervisory authority, and for information, ESC has appointed a Data Protection Officer that Candidates can reach at dpo@escardio.org.

For additional information, please consult ESC Privacy and Data Security Policy available at: <https://www.escardio.org/The-ESC/About/Policies/ESC-Privacy-and-Data-Security-Policy>

13.1 ProctorU® Privacy Policy

For each Candidate taking an ESC Online proctoring Examination, ProctorU® will collect Candidates personal data only to conduct the proctoring of online Examinations:

- Candidates photo ID documents are kept during 7 days after the Examination day.
- Candidates picture are kept until Candidates ProctorU® account is closed.
- Video recordings of Candidates Examinations are kept 7 years.

For additional information, please consult the ProctorU® Privacy Policy available at:

<https://www.proctoru.com/privacy-policy>

14. Examination Materials, Confidentiality, and Intellectual Property Rights

Examination materials are the proprietary, confidential and copyrighted materials of the ESC. Any disclosure of the contents of any ESC Examination is strictly prohibited.

The Candidate must maintain strict confidentiality of all Examination materials or parts thereof. By these terms & conditions, the Candidate agrees not to disclose, reproduce, copy, photograph, distribute these in any other way, or

make Examination materials available to third parties unless the Candidate has received the written permission to do so from the ESC.

Violators of copyright law are subject to injunctions, civil liability, forfeiture of profits, punitive damages, and other legal sanctions. ESC will take appropriate legal action against the Candidate to protect ESC's rights if the Candidate breaches the provisions of this section or any applicable laws.

15. Liability

If the Candidate cannot complete the ESC online proctoring session due to a computer or internet disruption, or if there is any other failure causing interruptions in the audio or video recordings or due to which the Examination results have not or have not fully been backed up, **the ESC is entitled to declare the test session invalid**. The ESC will in such case investigate the nature of the interruption and will contact the Candidate.

If the disruption cannot be attributed to the ESC systems, the Candidate must re-register for the Examination and must pay the Examination fees due.

If the disruption can be attributed to the ESC Systems, the ESC will enable the Candidate to take the Examination again without being obliged to pay Examination fees once more or will take any other appropriate measures.

ESC Examinations give healthcare professionals the opportunity to test their knowledge against an internationally set standard. The right to practice in individual countries remains defined by national laws and regulations.

16. Force majeure

In the event of serious and unforeseen circumstances beyond its control, the ESC is entitled to cancel the Examination. Candidates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a cancellation, but ESC will reimburse Candidates of the Examination registration Fee they paid or offer the possibility to re-sit free of charge at another session of the Examination.

In the event of serious and unforeseen circumstances beyond its control, the ESC is entitled to modify the dates and time of the Examination. In such case, Candidates may choose to be reimbursed of the registration Fees they paid or to attend the Examination at the new date and time proposed by the ESC. Candidates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a change.

17. Applicable Law

These terms and conditions are exclusively governed by French laws.

In the event of disputes between the ESC and the Candidate arising out of the interpretation or performance of these general terms and conditions, the applicable jurisdiction shall be that of the court of Grasse, France, notwithstanding a plurality of respondents or third-party claims, including for urgent or protective proceedings, whether urgent or on-demand.