

Center Terms of Service

Exampretest Platform — Center Licence Agreement

Last updated: 30 June 2026

1. Introduction and acceptance

These Center Terms of Service ("Terms") govern access to and use of the admin panel and underlying platform of the online pre-test preparation and administration service operated at exampretest.com (the "Portal"), by any exam centre, school group, or other organisation that registers for its own branded tenant subdomain of the Portal in order to administer pre-tests to its own candidates (a "Center", "you"). These Terms are entered into between the Center and ExamPretest.com, Creekside 18B, Dubai Creek Harbour, Dubai, United Arab Emirates ("we", "us", "our", "Exampretest").

By creating a Center account, accessing the admin panel, or otherwise using the Portal in a Center capacity, you agree to be bound by these Terms on behalf of the organisation you represent, and confirm you have authority to do so. These Terms are separate from, and do not replace, our Terms and Conditions for Candidates, which continue to apply to the individuals who take pre-tests through your tenant.

Where a signed order form, licence schedule, or other commercial agreement exists between you and us, that document sets out commission rates, invoicing, and any agreed service levels, and prevails over these Terms in the event of conflict on those specific points. These Terms otherwise govern platform use generally.

2. Licence grant

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Portal's admin panel and candidate-facing pre-test delivery software under your own branded tenant subdomain, solely to administer Cambridge-style pre-tests to your own candidates for the duration of this agreement.

This licence does not include any right to: sublicense, resell, or provide the Portal as a standalone product to third parties other than as permitted for Schools under Section 5; copy, decompile, reverse-engineer, or create derivative works of the underlying software; or remove or alter any Exampretest attribution embedded in the platform outside your own branded areas.

3. Center responsibilities

As the organisation operating your tenant, you are responsible for:

- your own pricing, marketing, invoicing, and collection of payment from Candidates or Schools — Exampretest does not process or collect Candidate payments on your behalf (see Section 6);
- being the primary point of contact for your Candidates on pricing, refunds, scheduling, and general support;
- obtaining any consents required under applicable law before registering a Candidate, including parental or guardian consent for minors;
- ensuring your own marketing and use of the Portal does not misrepresent an affiliation with, endorsement by, or accreditation from Cambridge Assessment English;
- keeping admin credentials confidential and promptly notifying us of any suspected unauthorised access;
- complying with applicable consumer-protection, education, and data protection law in the territories where you operate.

4. Fees and payment

Exampretest does not charge Candidates or Schools directly for pre-tests taken under your tenant, and does not process, invoice, or collect any such payments on your behalf. Instead, we earn a commission calculated per Candidate pre-test taken through your tenant, at the rate and on the invoicing cadence set out in the applicable order form or commercial agreement between us. Commission is payable within the period stated in that agreement (or, absent one, within 30 days of invoice). Late or disputed payment may result in suspension under Section 10.

5. Schools registered under your tenant

You may permit schools or other organisations to register candidates through your tenant's school portal (each, a "School"). Your agreement with each School, including any fees, is a matter between you and that School — we are not a party to it, and our separate School Terms of Use only cover platform-level acceptable use and are supplementary to, not a substitute for, your own arrangement with the School.

You remain responsible to us for use of the Portal by Schools registered under your tenant, and for ensuring they have the necessary consents to submit candidate data (see Section 6).

6. Data protection and privacy (GDPR)

In respect of personal data of Candidates and School contacts registered under your tenant, you are the data controller and we are your data processor. We process that data only on your documented instructions, as necessary to operate the Portal, and in line with the EU General Data Protection Regulation (GDPR) and other applicable data protection law.

6.1 Our obligations as processor

We will: process personal data only for the purposes of providing the Portal and on your instructions; implement appropriate technical and organisational security measures; ensure personnel accessing the data are bound by confidentiality; assist you, on reasonable request, in responding to data subject requests and regulatory enquiries; and notify you without undue delay after becoming aware of a personal data breach affecting your Candidates' data.

6.2 Sub-processors

We use the following sub-processors to operate the Portal: Daily.co (video calling for Speaking pre-tests), Resend (transactional email delivery), Anthropic (AI-assisted support for marking Writing responses), and Railway and Amazon Web Services (hosting and storage). We remain responsible for these sub-processors' compliance with data protection obligations equivalent to those in this Section, and will give you reasonable notice of any change so you may object on reasonable grounds.

6.3 International transfers

Where a sub-processor is located outside the EU/EEA, transfers of personal data are made subject to appropriate safeguards, such as Standard Contractual Clauses.

6.4 Return and deletion of data

On termination of these Terms, you may export your Candidates' data for a reasonable period (at least 30 days) after which we will delete or anonymise it, except where we are required to retain it by law or for the resolution of disputes.

7. Intellectual property

All pre-test content, the Portal's software and design, and the certificate template are owned by us or our licensors and protected by copyright and other intellectual property laws. Nothing in these Terms transfers ownership of any of this to you.

You grant us a licence to display your organisation's name, logo, and branding within your tenant subdomain and related candidate communications, solely for the purpose of operating your branded tenant.

8. Confidentiality

Each party will keep confidential any non-public information disclosed by the other in connection with these Terms, and use it only to perform its obligations or exercise its rights under them, except where disclosure is required by law.

9. Disclaimers and limitation of liability

The Portal is provided "as is" and "as available". To the fullest extent permitted by law, we disclaim all warranties, express or implied, including as to availability, accuracy of grading, or fitness for a particular purpose.

While we take reasonable care to review pre-test content and grading logic, we do not warrant that pre-test questions, model answers, or the automated or manual evaluation of Candidate responses are free of errors, and we are not liable for any mistake in pre-test content or in the scoring, grading, or evaluation logic used to produce marks or certificates.

We are not liable for any loss, damage, or business interruption suffered by you, your Schools, or your Candidates arising from downtime, bugs, errors, or other technical problems with the Portal, except to the extent caused by our gross negligence or wilful misconduct.

To the fullest extent permitted by law, each party's total liability arising out of or in connection with these Terms will not exceed the total commission paid or payable to us under these Terms in the twelve (12) months before the event giving rise to the claim. Neither party is liable for indirect, incidental, or consequential loss. Nothing in these Terms limits any liability that cannot be limited under applicable law, including in relation to data protection obligations, confidentiality, or a party's infringement of the other's intellectual property.

10. Suspension and termination

We may suspend or terminate your access to the Portal, immediately and without liability, if you breach these Terms, if commission payments are overdue and unresolved after notice, or if we reasonably believe your use poses a security, legal, or reputational risk to the Portal, Candidates, or Exampretest.

Either party may terminate these Terms for convenience on 30 days' written notice, or immediately for the other party's uncured material breach or insolvency. On termination, your licence under Section 2 ends, and Section 6.4 governs the return and deletion of your data.

11. Changes to these Terms

We may update these Terms from time to time, for example to reflect changes to the Portal or the law. We will give reasonable notice of material changes; continued use of the admin panel after the effective date of an update constitutes acceptance of it.

12. Governing law and disputes

These Terms are governed by the laws of the United Arab Emirates, and the courts of Dubai have exclusive jurisdiction over any dispute arising from them, without prejudice to any mandatory data-protection rights or obligations that apply regardless of this clause.

13. Contact

Questions about these Terms can be sent to hello@exampretest.com.

By registering for or using the Exampretest admin panel as a Center, you confirm that you have read, understood, and agree to these Center Terms of Service.