

TOEFL® Online Score Verification Service ("OSVS") and TOEFL® Online Speech Sample Service ("OSSS") (each a "Service," collectively, the "Services").

The following terms and conditions supplement all other terms and conditions, disclosures, policies and agreements relating to TOEFL<sup>®</sup> (*Test of English as a Foreign Language*™) test performance information reported in OSVS and OSSS, including but not limited to the ETS privacy and security policy, ETS Scoring Policies and the *TOEFL Information and Registration Bulletin*, all as amended from time to time (collectively, "**TOEFL Documents**").

Nature of the Services. The OSVS and OSSS are two separate services. Certain entities ("Organizations") contract with ETS for access to one or both of the Services. The OSVS service allows Organizations that contract with ETS for access to the Services, such as governmental immigration offices, to verify the scores of tests provided by ETS under the ETS logo and TOEFL trademark. The OSSS service allows certain Organizations to contract with ETS for access to the Service to verify speech samples provided by ETS under the ETS logo and TOEFL trademark. The TOEFL test is designed to measure the ability of nonnative speakers of English to use and understand English as it is spoken and written in educational or professional settings. A TOEFL test score indicates how the examinee did on the test, and the score data provided through the OSVS provides selected identifying information about the person who took the test. Some TOEFL examinees provide TOEFL information to Organizations; the OSVS allows those Organizations to obtain or verify the TOEFL scores, and the OSSS allows the Organizations to listen to a speech sample recorded from test responses.

BY REGISTERING FOR A TOEFL TEST ONLINE, BY DOWNLOADING A TOEFL BULLETIN, BY SIGNING A CONFIDENTIALITY STATEMENT ON THE TEST DAY AFTER HAVING AN OPPORTUNITY TO REVIEW THE TERMS, BY SIGNING THE SUPPLEMENT, OR BY PROVIDING YOUR TOEFL REGISTRATION NUMBER OR EXAMINEE SCORE REPORT TO AN ORGANIZATION, YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS SUPPLEMENT WITHOUT MODIFICATION BY YOU. If you do not agree, do not provide your TOEFL registration number (for a past or future test) or examinee score report to any Organization. Unless you give an Organization your information, the Organization should not be able to use the OSVS in order to see your score data, or use the OSSS in order to listen to your speech sample.

## **TERMS AND CONDITIONS**

## 1. Your Initiation of the OSVS and/or OSSS.

If you provide your TOEFL registration number to an Organization, the Organization will be able to sign up for the OSVS and/or OSSS and access your test scores and related data or a speech sample (depending on the Service), as long as it also has your name and date of birth. Some Organizations already will have some of that information, but they should not have your TOEFL registration number unless you give it to them. Accordingly, do not provide it unless you want to allow the Organization to access the OSVS or OSSS.



# 2. Score Data; Organization Access.

Using the OSVS, the Organization will be able to see, copy and use your name, gender, photo, date of birth, registration number, test date and test scores, including your total score and your scores for reading, listening, speaking and writing. Using the OSSS, the Organization will be able to listen to a speech sample recorded from one of your test responses. All of the foregoing is considered "Score Data." ETS reserves the right to determine whether more or less data should be provided from time to time in its good faith discretion. Any use of that information by the Organization should be pursuant to the Organization's privacy and security policy (if any) rather than the ETS privacy and security policy. ETS contracts with the Organizations to use the information only to verify the TOEFL scores or listen to the speech samples, but ETS does not control the Organizations.

## 3. Limitations.

You acknowledge that if you give an Organization a registration number for a TOEFL test that is more than two (2) years old, the Organization will not be able to verify it. You agree that ETS supplies the Services and the Score Data **AS IS and with all faults**. All of the disclaimers, damage and remedy exclusions and limitations and other provisions of the TOEFL Documents apply to the OSVS, OSSS and the Score Data.

## 4. Other.

Except as impacted by the OSVS and/or OSSS, the terms and conditions of the TOEFL Documents remain in full force and effect. ETS reserves the right to share Score Data with institutions and agencies for verification purposes outside of the OSVS and OSSS. You agree that ETS may amend or change these terms from time to time at its discretion by providing notice in the TOEFL section of <a href="https://www.ets.org">www.ets.org</a> or in any of the TOEFL Documents, or by e-mailing or otherwise giving notice to you. If you provide TOEFL information to an Organization after the effective date of an amendment, or if, before the effective date, you fail to withdraw your TOEFL information from an Organization or otherwise fail to instruct it not to access the Services, you will be deemed to have consented to the amendment. The foregoing does not restrict ETS from using another method for amendment under any of the TOEFL Documents.

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