TOEFL® Essentials™ Information



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## Introduction

You've made a great choice to take the TOEFL Essentials test! As with any ETS test, there are some important rules that must be followed to ensure the test is administered fairly and securely.

The contents, terms and conditions of this *Bulletin* form a legally binding contract between you and ETS, and by registering for and/or taking the test, you agree to be bound by these terms and conditions. They are effective for the 2024–25 testing year and are subject to change without notice.

# Registration

#### **General information**

You can register for a TOEFL Essentials test by creating an ETS account at www.ets.org/toefl.

Be sure that the name you use exactly matches the name printed on the identification (ID) document you will present on the day of the test. ID requirements depend on where you plan to take the test and your citizenship. See the "Identification" section on page 5 for details.

Your ETS account is not transferable. Test registrations are also not transferrable.

## **Registration deadlines**

Regular online registration closes 7 full days before the test date. After that, you will be charged an express fee.

Express online registration closes 2 days before the test date. For example, if the test date you want is a Saturday, the last day you can register is Thursday.

## Registration by phone

To register by phone, find the contact information for the country where you are testing at **ets.org/toefl/contact**. Use the contact information for Testing Inquiries.

You can pay using a credit/debit card, or an electronic check (e-check) in U.S. dollars.

Regular phone registration closes 7 full days before the test date. After that, you will be charged an express fee. Express phone registration is available until close of business on the day before your test.

## **Test retake policy**

There is no limit to the number of times you can take the test, but you cannot take it more than once in a 3-day period. This applies even if you canceled your scores from a previous test. If you already have a test appointment, you cannot register for another date that is within 3 days of your existing appointment.

## Fees and payments

The TOEFL Essentials test fee varies by location. To find out the fee where you plan to take the test, go to the TOEFL website and select your country or location. Fees for other services are also listed on the website. Note: Some products and services may be excluded or invalid from purchase when taking advantage of discounts or promotional offers. Consult the promotional terms and conditions when applicable.

Test and test-related fees are inclusive of any sales, use, value-added or similar taxes. In jurisdictions where the customer is required to account for any local taxes due, the price remitted to ETS excludes those taxes. In those circumstances, it is the sole responsibility of the customer to pay those taxes to the local tax authority. ETS is not responsible or liable for collecting and remitting those taxes on the customer's behalf.

In Australia, Canada, Colombia, Chile, Nigeria, Norway, Saudi Arabia, Turkey, United States, Vietnam and Singapore, test and test-related fees are exclusive of any sales, use, value-added or similar taxes and will be added to the order when it is placed.

#### Acceptable forms of payment

- Credit/debit card American Express®, Discover®, JCB®, China UnionPay®, Diners Club®, MasterCard®, RuPay® and VISA®. Any card branded with one of these card logos can be used. Note: Only VISA cards are accepted in Benin, Côte d'Ivoire, Ghana, Kenya, Nigeria and Togo.
- Electronic check (e-check) drawn on a bank in the United States, U.S. Virgin Islands, Puerto Rico or Canada, in U.S. dollars only.
- PayPal®
- Alipay®

#### **Payment policies**

- If your payment is declined by your bank or your card provider, you will be charged a fee.
- Services may be withheld for non-payment of fees.
   If you don't submit the correct fee, your registration form or order will be returned to you. Your scores won't be released if a payment can't be processed for any reason.
- ETS reserves the right to add, modify, or remove a payment method at its own discretion and without notice. All payments must be for the full amount due.
- All outstanding balances with ETS must be paid in full before you can register for any ETS test or order any service.
- ETS processes payments with your security in mind. This may impact your online experience. Visa Secure®/ Verified by Visa, MasterCard® SecureCode™, American Express SafeKey® and Discover® ProtectBuy™ are 3D Secure (3DS) online fraud prevention measures used by card companies as an added layer of security to protect cardholder account information. During the payment process you may be asked by your card issuing bank to verify cardholder identity by entering an authentication code known only to the cardholder and the bank. Failure to enter the required information or entry of invalid information will result in the sale being rejected. If you don't know your 3D-Secure passcode or password, and you are not being given the option to enroll online in the bank's pop-up screen, then you will need to contact your bank.

# Rescheduling and canceling (by the test taker)

If you need to reschedule or cancel your test appointment, you must do so at least 4 full days before your test date. For example, if your test appointment is on Saturday, you must reschedule or cancel by Tuesday. If we don't receive your request at least 4 days in advance, your test fee won't be refunded.

The easiest way to cancel or reschedule your test is through your ETS account. To reschedule by phone, go to **www.ets.org/toefl/contact** to see contact information for your area. Test appointments can't be rescheduled or canceled by regular mail or email.

#### **Test fee refunds**

If you cancel your test appointment by the 4-day deadline, you'll automatically receive a refund of 50% of the original test fee you paid. For tests taken in Korea, see the refund policy for Korea below.

Refunds are issued in the currency that was used to pay for the test. Cash refunds are not available.

Refunds are processed automatically when you cancel your test appointment and are credited back to the original method of payment.

No refund will be given if you didn't follow the proper registration procedures or didn't present the required identification on test day.

#### **Refund policy for Korea**

If you are taking the test in Korea, you have 7 days after you register to receive a full refund:

Cancellation Date	Refund Amount
0–7 days after you register	100% test fee
8 days after you register — 4 days before your test date	50% test fee
3 or fewer days before your test date, or on or after your test date	No Refund

If you cancel your registration within the time frame for a 100% refund, the test fee amount you paid may be credited in 2 separate transactions to your credit/debit card. Each transaction will be for the 50% of the fee.

If you registered for the test after the normal registration deadline and paid the late registration fee, that fee will also be refunded.

No refund will be given if you didn't follow the proper registration procedures or didn't present the required identification at your test appointment.

# Rescheduling and canceling (by ETS)

If it becomes necessary for ETS or the TOEFL Program to cancel a test administration for reasons beyond its control, you will be contacted by email and/or phone. Be sure to keep the contact information in your ETS account up to date so you can be contacted quickly if needed.

Fees that you paid will be transferred to a new test appointment or credited back to your ETS account.

Unless ETS or the TOEFL Program cancels a test session, it will be conducted as scheduled, barring circumstances preventing prior notification of cancellation. If you miss a test administration that has not been officially canceled, you'll be considered absent and won't receive a refund or credit of any kind.

- If your appointment is rescheduled by ETS before you take the test, you can select a different test date and won't be charged the rescheduling fee.
- If you take the test and your scores are canceled by ETS, ETS will determine, at its sole discretion, whether or not you are eligible to re-test at no charge or to receive a refund.

When you contact TOEFL Services, have the appropriate receipts available and be prepared to provide all of the following information:

- Name
- · Date of birth
- · Mailing address
- · Daytime phone number
- Email address
- · Original test date
- Test appointment number
- · A description of the problem

## **Accommodations**

Testing accommodations are available for test takers with disabilities or health-related needs who meet ETS requirements. If you are requesting accommodations, you must have them approved before you can register for the test.

If seeking accommodations, submit your request as early as possible. Documentation review takes approximately four to six weeks once your request and complete paperwork have been received at ETS.

The 2024-25 TOEFL Essentials Bulletin Supplement for Test Takers with Disabilities or Health-Related Needs contains contact information, a list of some of the accommodations ETS most frequently approves and provides, and procedures for requesting them.

The *Supplement* can be downloaded at www.ets. org/toefl/test-takers/essentials/register/disability-accommodations.

# **Test Preparation**

View the full array of official TOEFL Essentials prep products, created by the test makers at ETS, at www.ets.org/toefl/test-takers/essentials/prepare.

## Identification

You are responsible for having valid and acceptable ID each time you test. It's your responsibility to bring the correct documents and to make sure they're up to date on test day. Otherwise, you won't be able to take the test and your test fee won't be refunded.

#### Please note:

- If the proctor questions your ID, you may be required to also provide supplemental ID.
- If your ID document is not written in English-language letters and the proctor can't read it, you won't be able to take the test.
- Admission to the test does not guarantee that the ID you provided is valid or that your scores will be reported. All cases of questionable ID are subject to review and approval by ETS.

## **ID** document requirements

Your ID requirements depend on where you plan to take the test and your country of citizenship. Check the requirements for your testing location at www.ets.org/toefl/test-takers/essentials/register/id.

With few exceptions, ID documents must meet all of the following requirements. Each ID document must:

- be an original document; photocopied documents are not acceptable, and documents cannot be presented on a mobile phone or any other device
- be a physical ID; electronic ID issued to a mobile phone or any other electronic device is not acceptable
- be a government-issued national/state/province identity card that is recognized by the country or location where you are a citizen or a permanent resident

- be valid; expired documents are not acceptable
- show your full name and date of birth; the first/given name and the last/family name on your ID must exactly match the name and date of birth you used when you registered for the test
- include a recent photograph that clearly matches your appearance
- show your signature; the name on your ID and the signature name must match

## **Primary ID documents**

The following government-issued ID documents are acceptable for admission to the test session:

- Passport
- Passport Card U.S. only, and must be accompanied by a supplemental ID
- · Driver's license
- State or Province ID card including those issued by motor vehicle agencies
- · National ID card
- · Military ID card

If your primary ID doesn't include your signature, you can also present a supplemental ID that shows your photograph and signature, or a government-issued ID with your photograph, as long as they're in the same name you used when you registered.

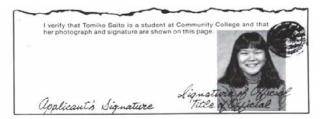
## **Supplemental ID documents**

You may be required to provide supplemental ID if the proctor questions your primary ID document and/or if your primary ID is otherwise valid and acceptable but is missing your full name, photograph, or signature. If you can't provide a supplemental ID that shows your signature, you can present 2 government-issued IDs with photographs, as long as they're in the same name you used when you registered.

Supplemental ID documents cannot be used to resolve last/family name discrepancies. The last/family name on your primary ID must match the name you used when you registered.

The following documents are generally acceptable as supplemental ID:

- Government-issued ID card including, but not limited to, those listed under "Primary ID Documents" earlier in this section
- Student ID card
- Confirmation of identity letter from your educational institution. This letter must be typed or printed on the original letterhead of the educational institution you attend(ed) and, in addition to meeting all of the ID document requirements that are listed earlier in this section, must include your date of birth and the date issued. Additionally, a school official's signature and the school seal must be present and both must overlap your photograph. Such letters are valid for 1 year from the date issued.



## **Unacceptable ID documents**

The following documents are not acceptable as primary or supplemental ID under any circumstances:

- · International driver's license
- Mobile driver's license
- · Draft classification card
- International student ID
- · Credit/debit card of any kind
- · Notary-prepared letter or document
- · Birth certificate
- · Social Security card
- · Employee ID card
- Any temporary ID excluding driver's license,
   Resident Card, and Employment Authorization Card renewals
- · Diplomatic, consulate, or embassy ID card
- · Aadhaar Card

## **Exceptions and special cases**

#### Multiple-part names

If the ID document you have contains a multiple-part last/family name or a multiple-part first/given name (for example, Smith-Davis or Miller Thomas), the name and date of birth shown on your ID must exactly match the name and date of birth you used to register for the test (excluding accents and apostrophes).

# Single name (no first/given name or no last/family name)

If you only have a first/given name and no last/family name, or you only have a last/family name and no first/given name, enter your name in the "Last/Family Name(s)" field and check the box near the field. As long as the name in your account is exactly the same as the name on your ID document, you'll be able to take the test.

#### **Driver's license renewals**

If your driver's license has expired, but you present it along with your original Department of Public Safety renewal certificate, these 2 documents together are acceptable as long as the names on both documents match exactly. If a provisional driver's license is issued in lieu of a renewal certificate, this will be accepted as a primary document if it includes your photo, signature and an expiration date.

#### **U.S. Military**

If your military ID doesn't include your signature, you must present a supplemental ID.

If you are in the U.S. military and the expiration of your driver's license has been extended or deferred by the issuing state, the license can be used as a supplemental ID along with your U.S. military ID. Depending on the state, the extension or deferral may consist of either a sticker affixed to the license with the designation "military" printed in place of an expiration date, or a separate document carried with the license, usually with a notation that the driver's license is valid until a specific time period after discharge from service.

#### Test takers 15 years of age and younger

If you are age 15 or younger and are accompanied by a parent or other authorized adult age 18 or older, both you and the authorized adult must present valid, acceptable ID. If you don't think you can meet the ID requirements, contact the Office of Testing Integrity before you register for the test.

## **Unable to meet ID requirements**

If you have been granted political asylum, have refugee status, or are otherwise unable to meet the identification requirements, you must contact the ETS Office of Testing Integrity (OTI) at least 7 days before you register for the test. You will need to receive approval from OTI before you can register. You should also be prepared to submit any requested documents to OTI for review prior to receiving approval. If you don't contact OTI before you register, and as a result you are not permitted to take the test or your test scores are withheld and/or canceled, your test fee won't be refunded.

#### Office of Testing Integrity

Email: TSReturns@ets.org

Phone: 1-800-750-6991 (toll free in the U.S., U.S.

Virgin Islands, Puerto Rico, Canada)

+1-609-406-5430 (all other locations)

Monday-Friday, 7:30am-5:30pm U.S. Eastern time, except U.S. holidays



## **Questions about ID documents**

For general questions about acceptable ID, call TOEFL Services at: 1-877-863-3546 (toll free in the U.S., U.S. Virgin Islands, Puerto Rico, Canada) or +1-609-771-7100 (all other locations).

# **On Test Day**

## **General guidelines**

You will have up to 15 minutes after your scheduled time to begin your check in. If you haven't checked in by that time, your test will be canceled and your fee won't be refunded.

Have the materials you'll need for your test session, including:

- · a cellphone or hand-held mirror for check in
- · note taking materials, which can be:
  - one small desktop whiteboard with an erasable marker OR
  - one blank piece of paper inside a transparent sheet protector with an erasable marker; the paper must not be removed from the sheet protector at any time during the test

Before your test, you must disable any screen-sharing or remote-access software (such as Zoom®, Skype, TeamViewer®, Microsoft Teams®, Anydesk®, Apple Remote Desktop™, Grammarly® and Spell Check). It must remain disabled throughout the test. Make sure that the software will not open automatically during the test.

Your entire session will be recorded and monitored by a human proctor, and your photo will be taken.

You must remain in view of the proctor. You should avoid doing anything that may look suspicious, like talking out loud or looking away from the screen.

If at any time during the test you need to contact the proctor, speak to get their attention, or use the chat.

If a technical issue prevents you from completing the test, immediately notify your proctor and contact TOEFL Services to reschedule.

## **Testing room guidelines**

You must be alone in a room with no one else entering during the test, and all doors must be closed before testing begins. You cannot take the test in a public space such as a park, internet café or restaurant.

Your computer and keyboard must be on a desk or other tabletop surface. The surrounding area must be clear of all items not approved for use during the test, including cell phones (except when used for check in), cameras, notes and study materials.

You must sit in a standard chair; you cannot sit or lie in bed, couch, or overstuffed chair.

Food and beverages are not allowed during the test.

## **Clothing and appearance**

Dress comfortably and appropriately for your test. Your ears must remain visible throughout the test, not covered by hair, a hat or other items. Religious headwear is permitted if your ears remain visible during the test. Masks may not be worn during check in or any part of the at home testing session.

All headphones, smart watches, face masks, jewelry (such as large necklaces, tie clips, and cuff links), ornate clips, combs, barrettes, headbands and other hair accessories must be removed prior to the exam. Wedding and engagement rings may remain on.

# **Test Security**

Test security is extremely important because it helps ensure that scores are valid and fair for everyone. Thereby, ETS has established policies and procedures that proctors and test takers must follow.

#### Policies and violations

If you do not follow the instructions of the proctor, you won't be permitted to test, and your test fee won't be refunded. Any violation of security procedures during the test may result in dismissal from the test, cancellation of your test scores, and/or notifying the appropriate authorities. Reports of cheating or fraud will be investigated thoroughly, and offenders may be prosecuted to the full extent of applicable law.

Violations include, but are not limited to, the following:

- Taking or attempting to take the test or part of the test for someone else, or having or attempting to have someone else take the test or part of the test for you.
- Failing to provide acceptable identification, including refusing to allow your photograph to be taken.
- Obtaining improper access to test content or other information about the test. This includes having

test questions or answers in advance of the test administration and bringing pre-knowledge of any test information in any form, including but not limited to ID documents, prohibited devices and any other item used as an aid in connection with the test.

- Using any object as an aid in connection with the test including, without limitation, phones, tablets, watches, pens, scan pens or other scanning devices, calculators, books, pamphlets, notes, unauthorized scratch paper, rulers, highlighter pens, dictionaries, test preparation materials, translators, and any electronic, scanning, listening, recording, photographic or wearable device.
- Writing test-related information on clothing, footwear, ID documents, or on any parts of the body.
- Attempting to give or receive assistance —
  communication in any form is not permitted
  during the test session. Discussion or sharing of
  test questions or answers is prohibited during
  the test session and after the test is completed,
  including communication via text messages, email or
  photographs.
- Failing to show to the proctor that you have erased all notes taken prior to ending the test session.
- Removing or attempting to remove test content—
  under no circumstances may test content or any
  part of the test content be removed, reproduced,
  transmitted and/or disclosed by any means (for
  example, hard copy, verbally, electronically) to any
  person or entity.
- Leaving the testing area vicinity without permission during the test.
- Taking unscheduled breaks during the test
- Responding in a threatening or disturbing way to a
  Writing or Speaking question, or communicating with
  ETS or other individuals either verbally or in writing in
  a threatening or disturbing manner.
- Failing to follow any of the test administration regulations contained in this Bulletin, on the TOEFL website, given by the proctor or specified in any test materials.

## **Note-taking materials**

- You may not take notes on regular paper, for security purposes.
- You may use 1 of the following to take notes:
  - 1 small desktop white board with erasable marker, no pencil or pen

- 1 sheet of paper inside a transparent sheet protector, with erasable marker
- At the end of the test, you will need to show the proctor that all notes have been erased.

#### **Breaks**

There are no scheduled breaks in the TOEFL Essentials test. .

## Reporting suspicious behavior

ETS takes test security very seriously. Although TOEFL tests are administered under strict supervision and security measures, testing irregularities can still occur. Please contact ETS **as soon as possible** after the test to report any irregular behavior that is either observed or reported to you — for example, if you see someone copying from another test taker, taking a test or part of a test for someone else, having access to test questions or answers before the test session, or using notes or unauthorized aids. Any information you report will be held in the strictest confidence. Reports of cheating or fraud will be investigated thoroughly, and offenders may be prosecuted to the full extent of the law.

Email: reportcheating@toefl.org

Phone: 1-800-353-8570 - toll free for test takers in

the U.S., U.S. Virgin Islands, Puerto Rico and

Canada

+1-609-406-5430 - all other locations

## **Scores**

## **Scoring requirements**

To receive scores for the test, you must answer at least one question each in the Reading and Listening sections, and respond to at least one Speaking task and one Writing task.

#### **Unofficial scores**

At the end of the test, you will be able to view your unofficial scores for the Listening and Reading sections to give you an idea of how you did on the test. You will also see the date you can expect your official scores.

It is possible that your unofficial scores will differ from the official scores that are posted to your account, due to the statistical analysis performed after the test to ensure accuracy.

## Canceling your scores

At the end of the test, you have the option to either have your scores reported or cancel them. If you choose to cancel your scores, you must cancel all sections.

If you choose to have your scores reported, they become part of your record and will be reported to you and any score recipients you designated. Once you choose to report your scores, they cannot be canceled.

If you choose to cancel your scores, they won't be reported to you or to any score recipients, and you won't receive a refund.

## Reinstating your scores

If you cancel your scores at the end of the test but then change your mind, your canceled scores can be reinstated via your ETS account within 60 days after your test date, for a fee. Your scores will be reinstated and reported to you and any designated institutions approximately 3 weeks after receipt of your request and payment.

## Score validity

TOEFL Essentials scores remain valid for 2 years after the test date. Because language proficiency can change considerably in a short period of time, TOEFL Essentials scores more than 2 years old can't be reported or verified.

## **Score reports**

Your TOEFL Essentials test fee entitles you to:

- your scores posted to your ETS account. If you need a paper copy of your scores, select that option when you register or at any time until 10pm local appointment time on the day before the test.
- your MyBest® scores, which combine your best scores for each section from all your valid TOEFL Essentials scores from the last 2 years, allowing you to show your best performance in each skill area.
- access to a PDF of your test taker score report that you can download and print.
- your scores sent to as many institutions as you want, at no additional charge. There is a limit of 20 score reports per transaction. You may change the score recipients you select when you register for the test until 10pm local appointment time on the day before the test.

## Score report posting and mailing

Your TOEFL Essentials scores are posted to your ETS account 5-6 days after your test. You will receive an email letting you know that your scores are posted.

Score delivery time to your designated recipients varies based on how they receive scores (all times approximate):

- ETS® Data Manager: 5-6 business days
- Server feeds: 8-10 business days
- Postal mail: 10–12 business days plus mailing time.
   Allow an additional 7–10 days for mail delivery in the United States, and 4–6 weeks for mail delivery to other locations.

## Additional score reports

You can send additional score reports to institutions after your test, for no additional charge. Score reports can be ordered online in your ETS account. Designated institutions can't be changed or deleted after you place your order.

#### Score verification

Institutions have the ability to verify scores sent directly to them by test takers. If there is a discrepancy between the official scores recorded at ETS and scores you submit, the institution or agency will be asked to provide ETS with a copy of what you submitted.

At the request of the institution or agency, ETS will report the official scores as well as any previous scores recorded for you within the last 2 years. ETS or its authorized representative will also provide your score information at the request of any institution or agency that has a copy of your score posting or your test taker score report.

## **Online Score Verification Service**

The following terms and conditions supplement all other terms and conditions, disclosures, policies and agreements relating to TOEFL test scores reported by ETS, including but not limited to the ETS privacy and security policy and the *TOEFL Essentials Information Bulletin*, all as amended from time to time (collectively, "TOEFL Program Documents").

You can view the current version of the ETS privacy and security policy at **www.ets.org/legal/privacy**.

The ETS Data Manager allows entities that contract with ETS for access, including governmental immigration offices ("Organizations"), to verify the scores of tests provided by ETS under the TOEFL trademark. Score data provided through the ETS Data Manager provides identifying information about the test taker. Some test takers provide their TOEFL score information directly to Organizations; the Verify TOEFL Scores function allows these Organizations to view and verify the scores.

By registering for a TOEFL test, downloading a *TOEFL Information Bulletin*, completing the confidentiality agreement on test day after having an opportunity to review it, or by providing your TOEFL test appointment number, your scores, or your test taker score report to an Organization, you agree to all the terms and conditions herein without modification by you.

#### **Terms and conditions**

- Your initiation of the Verify TOEFL Scores function in the ETS Data Manager. If you provide your TOEFL Program appointment number and date of birth to an Organization, that Organization will be able to view and verify your scores and related data. Do not provide that information unless you want to allow the Organization to access your score data using the ETS Data Manager.
- 2. Score data; organization access. Using the Service, a member Organization will be able to view, copy and use your name, gender, photograph, date of birth, appointment number, ID information including passport number or national ID number, test date and test scores (including your total score, your scores for the Reading, Listening, Speaking and Writing sections, and your MyBest scores), read your writing samples, and listen to your speaking samples captured during the test administration (collectively, the "Score Data"). ETS reserves the right to determine whether more or less data should be provided from time to time in its goodfaith discretion. Any use of your score data by the Organization should be pursuant to its privacy and security policy, if any, rather than to the ETS policy. ETS contracts with these Organizations to use the information only to verify the TOEFL scores, but ETS does not control the Organizations.
- Limitations. You acknowledge that if you give an Organization your appointment number for a TOEFL

- test that is more than 2 years old, the Organization will not be able to verify your scores. You agree that ETS supplies the ETS Data Manager and the Score Data AS IS and with all faults. All disclaimers, damage and remedy exclusions, and limitations and other provisions of the TOEFL Program Documents, apply to the ETS Data Manager and the Score Data.
- 4. **Other.** Except as impacted by the ETS Data Manager, the terms and conditions of the TOEFL Program Documents will remain in full force and effect. ETS reserves the right to share data with institutions and agencies for verification purposes outside of the ETS Data Manager. You agree that ETS may amend or change these terms and conditions from time to time in its discretion by providing notice in the TOEFL section of the website at www.ets.org or in any of the TOEFL Program Documents, or by emailing or otherwise giving notice to you. If you provide your 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 your score data, 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 Program Documents.

#### **Score Cancellation Policies**

ETS and the TOEFL Program strive to report scores that accurately reflect the performance of every test taker by giving test takers equivalent opportunities to demonstrate their abilities and preventing any test takers from gaining an unfair advantage over others.

ETS reserves the right to cancel any test score when, in its sole judgment, there is substantial evidence that the score is invalid. Scores can be canceled as a result of test taker behavior or irregularities that affect testing integrity. ETS can also take other actions as it deems appropriate, including banning the test taker from taking any future ETS test and referring the matter to law enforcement authorities, when, in ETS's judgment, a testing irregularity occurs; there is an apparent discrepancy in a test taker's identification; the test taker may have engaged in misconduct, including without limitation having someone else take the test for him/her, obtaining improper access to test questions or answers via the internet, email, SMS, text messaging or posting; disclosing test questions or

answers to third parties in chat rooms, message boards or forums, SMS text message, or any other method, plagiarism, or copying or communication; or the score is invalid for another reason

ETS reserves the right to share any and all information in its possession about a test taker and the terms and conditions of test taking with any third party, including but not limited to (a) any entity which ETS recognizes as an authorized user of test scores, including without limitation any entity to which ETS reports test scores at the test taker's request, and (b) any government agency with responsibility for administration or enforcement of U.S. criminal and/or immigration laws. When ETS cancels a test score that has already been reported, it notifies score recipients that the score has been canceled and may also explain why the score has been canceled.

#### **Testing irregularities**

"Testing irregularities" refers to problems with the administration of a test. Testing irregularities can result from the actions of test takers, proctors, ETS, or natural or man-made causes. When testing irregularities occur, they may affect an individual or groups of test takers. Such problems include, without limitation, administrative errors such as improper timing, improper seating, defective materials such as improper test forms, or defective equipment; improper access to test content, and other disruptions of test administrations such as natural disasters or other emergencies. When testing irregularities occur, ETS may decline to score the test or cancel the test scores. When it is appropriate to do so, test takers will be given the opportunity to take the test again without charge as soon as reasonably possible.

#### Holding/canceling scores

- If there is information that ETS considers sufficient
  to indicate that you have engaged in any activity that
  affects score validity, ETS may hold your scores for
  investigation. If your scores are held, you can't send
  score reports to any institution or agency until the
  investigation is complete.
- In addition, when information exists that ETS
  considers sufficient that the administration of a test
  did not comply with test administration regulations,
  some or all scores from that administration may be
  held or canceled.

- ETS reserves the right to take any action including, but not limited to, dismissing you from the test, holding or canceling your scores, and banning you from future testing for failure to comply with test administration regulations or the proctor's instructions. If you're dismissed from the test or your scores are canceled, those scores won't be reported and your test fee won't be refunded. ETS may also provide information about your score cancellation to law enforcement and the institutions you chose to receive your scores, including visa-granting agencies.
- ETS will also exercise its right to cancel any test score when, in its sole judgment, substantial evidence of pre-knowledge of test content is found.
- The test retake policy will be enforced even if
  a violation is not immediately identified (e.g.,
  inconsistent registration information). If the violation
  is identified after registration but before the test
  administration, the testing appointment will be
  canceled and test fees will be forfeited. If the violation
  is identified after test scores have been reported, the
  invalid scores will be canceled, score recipients will
  be notified of the cancellation and test fees will be
  forfeited.
- ETS is monitoring reuse of devices and testing locations for unauthorized purposes. Frequent, inappropriate reuse of shared testing devices and common testing locations may result in score delay and/or score cancellation and could impact your eligibility to take future ETS exams.

#### Identification discrepancies

When, in the judgment of ETS or the proctors, there is a discrepancy in your ID information, you may be dismissed from the test. In addition, ETS may decline to score your test or may hold or cancel your test scores if the documents or your photo or biometric samples from test day can't be validated, or if ETS has evidence that you were not the person who appeared for the test or didn't take the entire test yourself.

ETS will also cancel scores, ban the test taker from any future testing, and notify any score recipients of the cancellation if fraudulent activity is detected after your scores have been reported. If your scores are canceled, your test fee won't be refunded.

#### **Misconduct**

When ETS or a proctor finds that there is misconduct in connection with a test, test takers may be dismissed from the test and/or ETS may decline to score their tests or may withhold and ultimately cancel their scores. If your scores are canceled, your test fee won't be refunded. Misconduct includes, but is not limited to, noncompliance with the procedures and regulations in the "Test Security" section on page 8 of this *Bulletin*.

#### **Plagiarism**

ETS reserves the right to cancel your scores if, in its judgment, there is evidence that a writing or speaking response includes text that is substantially similar to that found in other TOEFL test responses; or quotations or paraphrasing of language or ideas from published or unpublished sources, including sources from the internet or sources provided by any third party, is used without attribution. Such responses don't reflect the independent speaking or compositional writing skills that the test is designed to measure.

#### **Invalid scores**

ETS may also cancel scores if, in its judgment, there is substantial evidence that they're invalid for any other reason. "Substantial evidence" means evidence that is sufficient to persuade a reasonable person. The substantial evidence standard is lower (i.e., requires less proof) than the "reasonable doubt," "clear and convincing," or "preponderance of the evidence" standards. Evidence of invalid scores may include, without limitation, discrepant handwriting, discrepant photographs, unusual answer patterns, or inconsistent performance on different parts of the test.

Score cancellation decisions are not subject to appeal to ETS. For test takers within the United States, before canceling scores based on substantial evidence of invalidity, ETS notifies the test taker in writing about its concerns, gives the test taker an opportunity to submit information that addresses those concerns, considers any such information submitted, and offers the test taker a choice of options. The options may include voluntary score cancellation, a voucher for a future test, or arbitration in accordance with the ETS standard Arbitration Agreement. The arbitration option is available only to test takers who test in the United States at the time of testing.

If at any time before, during or after a review of questionable scores, ETS finds that misconduct has occurred in connection with a test, ETS may treat the matter under its misconduct procedures; in that event, the options available under the "Rescheduling and canceling (by ETS)" or the "Testing Irregularities" section, as applicable, will not be available, even if those options were previously offered.

#### Liability

ETS shall have no liability to any test taker for damages or claims of any kind whatsoever that a test taker may assert against ETS for holding or canceling scores, for not reporting scores, for banning the test taker from future testing, or for disclosure of test taker information pursuant to ETS's rights as set forth in this document.

# **Confidentiality of Information**

## **Privacy**

ETS and the TOEFL Program take the privacy of our test takers seriously and recognize your right to control the information about you that is stored by us. Our policies are designed to safeguard that information from unauthorized disclosure.

Because of laws protecting confidentiality and privacy, only you can register yourself for a test or make inquiries regarding your registration or your test scores. ETS takes reasonable precautions to protect the integrity of your personal information provided in connection with the registration process, as well as any information generated internally that is specifically pertinent to you, and to keep this information secure.

Your private information will not be made available to anyone but you, ETS (including the employees, agents, contractors, or professional advisors of ETS), the educational institutions or agencies you indicate before you take the test, and any person or entity required or authorized by law to receive this information.

#### At the test administration

You must show the required ID to be admitted to test, and your photograph will be taken. See the "Identification" section on page 5.

#### Consent

Notwithstanding anything to the contrary in any other ETS or ETS affiliate's ("ETS," "we," "us," "our") materials or agreements with you, you consent to the terms and conditions herein by registering for or taking an ETS test, creating an account on our website, providing survey information, requesting one of our services, or completing an order or submitting payment information.

You agree that we have the right to obtain, store, use, and transmit your personal information, including your full name, home address, email address, phone number, passport number, biometric data such as fingerprints, audio recordings and video files, your answers to background information questions, the test you're taking, test date, payment information, and how you specifically use our website.

# Purpose and use of personal information, photograph and video

Your personal information can be used to:

- complete any registration, purchase or other transaction you request
- improve our products and services, and identify, develop and offer new or expanded products and services
- improve and personalize your experience on the website
- notify you about updates, products, services and/or special offers from ETS, its affiliates and selected third parties
- ask you to participate in brief surveys or provide other information
- generate aggregate statistical studies and conduct research ourselves or jointly with others related to our products and services and the use of our website

Based upon your specific relationship(s) with us, we may use your personal information in ways described in more detail in one or more other agreements.

Additionally, you consent to the transfer of your personal information within and outside of your country of residence and outside of the location where you take the test.

We disclose your personal information to certain third parties with whom we have a direct or indirect business or contract relationship, to provide products and services you have requested.

You will have the ability to opt out of receiving certain communications from us, including voicemail or email. If you don't opt out immediately, but later decide that you would prefer not to receive email communications from us, please contact the TOEFL Program through www.ets.org. Remember, however, that we may still send you emails or call you in order to provide a product or service that you request.

#### **Disclosure**

Your personal information may be disclosed to those third parties who provide services to ETS, provided that they have contractually agreed to use the personal information only as needed to provide the services.

By electing to report your scores at the end of your test, you authorize ETS to report your scores to you and to any entity or person authorized or required by law to receive this information.

Unless you cancel your scores at the end of the test, your scores will be reported. Any information you provided as part of registration may be used to report your scores or to contact you regarding test- or program-related issues.

#### **Security and retention**

ETS, the TOEFL Program and their service providers shall at all times protect your personal information with operational, administrative, technical and physical security safeguards.

ETS will retain your scores for 2 years from the test date. After 2 years, all test taker information and scores are removed. If you took the TOEFL test more than 2 years ago, you'll need to take the test again to have scores provided to you, an institution or an agency.



## Individual rights

At any time, you can:

- request access to and correction of your Personal Information
- make any inquiries, requests, or complaints about the use of your Personal Information
- withdraw your consent to the processing of your personal data; however, if you exercise this right, you may not be able to take any further tests and your scores may be canceled

Requests, inquiries, or complaints should be directed to TOEFL Services at **toefl@ets.org**.

#### Score information

Your score information is intended only for you and your designated score recipients.

ETS will not release your score information at the request of institutions or agencies except:

- for use in research studies, scoring and statistical analyses approved by the TOEFL Program and that preserve your anonymity
- when information is required under compulsion of legal process, in which case your score record and the documents that are retained at ETS (including, but

not limited to, photos and documents completed at check-in on test day) may be released to third parties such as government agencies, parties to a lawsuit, etc., if requested pursuant to a subpoena or required by applicable laws

Note that whenever ETS has confirmed that you have submitted a TOEFL score directly to any educational institution or agency in satisfaction of one of their requirements, ETS will respond to requests from that recipient for score verification.

Your responses may be used for rater training and in the development of new test preparation materials. Test taker information, such as your name and address, is not included when scored responses are used for these purposes. Rater training is essential to ensure that tests are scored in a fair and consistent manner. The use of your responses will benefit future test takers by helping to improve the training of raters, just as the scoring of your test will benefit from the use of prior test takers' responses. Test preparation materials demonstrate how the test is administered and the skills necessary to succeed.

