

CAEL SCORES AND IDENTITY VERIFICATION SYSTEM APPLICATION FORM

To submit a request for access to the CAEL Scores and Identity Verification System, please fill out this form and submit to assessments@paragontesting.ca with the subject line 'CAEL SIVS Application'.

INSTITUTIONAL INFORMATION

Name of Institution:

Address:

City:

State / Province:

Country:

Postal / Zip Code:

Institution Website:

Telephone Number (Please include country code), **Extension:**

PROGRAM AND SCORE INFORMATION

Program Name / Course Name:

Level of Study:

- Undergraduate
- Graduate
- Professional / Other

Bulk Scores Download: This option allows organizations to bulk download candidate results for all candidates who have indicated that they wish to make their scores available to your organization.

- Yes, we wish to subscribe to the Bulk Scores Download service.
- No, we do not wish to subscribe to the Bulk Scores Download service.

Additional Information About Score Requirements (Please include any additional comments that may be helpful to Paragon Staff processing your request):

ADMINISTRATOR CONTACT INFORMATION

First Name:

Last Name:

Job Title:

Telephone Number (Please include country code), **Extension:**

Fax Number:

E-mail:

Notes (Please include any additional comments that may be helpful to Paragon Staff processing your request):

END USER TERMS OF USE FOR PARAGON™ SCORE AND IDENTITY VERIFICATION SYSTEM

IMPORTANT NOTICE: Your use of the Paragon™ Score and Identity Verification System online service (the “**SIVS**”), which is operated by Paragon Testing Enterprises Inc. (“**Paragon**”), and the information regarding individuals (each a “**Applicant**”) available through the SIVS (collectively “**Applicant Data**”) is subject to these Terms of Use, which are a legal agreement between you and Paragon. Each time you use the SIVS, you acknowledge and signify that you have read, understand and agree to these Terms of Use. If you do not agree to these Terms of Use, then you may not use the SIVS or any Applicant Data. Unauthorized use of the SIVS or any Applicant Data is strictly prohibited.

- 1. Eligibility:** You may use the SIVS and Applicant Data only if you have been authorized to do so by an organization, institution or other person (the “**Authorizing Organization**”) that has been authorized by Paragon to access and use the SIVS and Applicant Data pursuant to a valid and subsisting written agreement between the Authorizing Organization and Paragon (the “**Access Agreement**”). Your permission to use the SIVS is subject to expiration, termination or suspension by either of the Authorizing Organization or Paragon as they consider appropriate in their sole discretion without any notice or liability to you.
- 2. Permitted Use of SIVS and Applicant Data:** You may use the SIVS and Applicant Data only as expressly authorized by the Authorizing Organization in accordance with the Access Agreement and strictly in accordance with these Terms of Use. Without limiting the foregoing, you may use the SIVS for the sole benefit of the Authorizing Organization and for the sole purpose of obtaining Applicant Data for use by the Institution in accordance with the Access Agreement.
- 3. Applicant Data:** You acknowledge that Applicant Data is the confidential information of the relevant Applicant and includes highly sensitive, personal information that is regulated and protected by applicable laws (including the Canadian Personal Information Protection and Electronic Documents Act and other federal and provincial privacy and personal information protection statutes). Without limiting the generality of any other provision of these Terms of Use, you will collect, use, disclose, store, retain and dispose of Applicant Data in accordance with all applicable laws and all lawful restrictions, requirements, policies and practices established by the Authorizing Organization. You will use Applicant Data only for the limited purposes expressly authorized by the Authorizing Organization.
- 4. Registration Numbers:** Access to certain Applicant Data through the SIVS requires use of an alphanumeric code provided by the relevant Applicant to the Authorizing Organization for use by the Authorizing Organization to access the Applicant’s Applicant Data through the SIVS (a “**Registration Number**”). You acknowledge that each Applicant’s Registration Number is the confidential information of the Applicant. You will keep each Registration Number secure and confidential at all times, not permit any other person to use a Registration Number, and immediately notify the Authorizing Organization and Paragon if you know or suspect that any Registration Number has become known to or used by any other person.

5. Credentials: To use the SIVS, you will be required to use a unique user name, password and other authentication information (collectively “**Credentials**”). Your Credentials are specific to you and may not be shared with or transferred to any other person. You will keep your Credentials secure and confidential at all times. You will not permit any other person to use your Credentials, and you will immediately notify the Authorizing Organization and Paragon if you know or suspect that your Credentials have been used by any other person. Paragon may act on any communication that is given using your Credentials. Paragon is not required to verify the actual identity or authority of a person using your Credentials, but Paragon in its discretion may at any time require verification of your identity when you seek to access and use the SIVS and may deny access to and use of the SIVS if Paragon is not satisfied with the verification. If Paragon in its discretion considers your Credentials to be unsecure or to have been used inappropriately, then Paragon may immediately cancel your Credentials without any notice to you. You may be required to change your Credentials from time to time.

6. Restrictions/Prohibitions: You will not: (a) use, or provide or permit access to or use of, the SIVS or Applicant Data in any manner, by any means or for any purpose except as expressly permitted by these Terms of Use; (b) use any automated means to access or use the SIVS or to download Applicant Data from the SIVS; (c) access or use any data stored in the SIVS other than Applicant Data that the SIVS purposefully makes available to you; (d) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the SIVS or attempt to access or use the SIVS or the data stored in the SIVS by any means that is not purposely made available to you by Paragon; (e) use the SIVS in a way that interferes with or threatens, damages, disrupts, compromises or degrades the integrity, functionality, operation, performance or security of the SIVS or any related computer system or data; (f) license, sublicense, grant, sell, resell, share, transfer, assign, pledge, publish, transmit, publicly display or perform, distribute, create any interest in, or otherwise give or make available or permit the use of the SIVS or Applicant Data to or for the benefit of any person other than the Authorizing Organization; (g) alter, attempt to circumvent, destroy, obscure, conceal, modify or remove any notices (including any confidentiality notices), proprietary codes or locks, means of identification, digital rights tools or management information, technological protection measures or security or control measures on, in or in relation to the SIVS or Applicant Data; (h) use the SIVS to upload, transmit or distribute any virus, worm, “Trojan Horse” or other code or routine that manifests contaminating or destructive properties that may damage, harm, detrimentally interfere with or otherwise adversely affect the SIVS or any computer system, hardware, software, equipment or services or any related data; (i) test or tamper with the security of the SIVS or attempt to interfere with the proper functioning, operation or performance of the SIVS or any other person’s use of the SIVS; or (j) authorize, assist, encourage or enable any other person to do any of the foregoing in this section 6 or to use the SIVS or Applicant Data in a way that would constitute an infringement of the rights of Paragon or any other person or a breach of these Terms of Use if it were done by you.

7. DISCLAIMERS/LIABILITY EXCLUSION/INDEMNITY: ALL OF THE DISCLAIMERS AND LIABILITY EXCLUSIONS SET OUT IN THE ACCESS AGREEMENT APPLY TO YOU AND YOUR USE OF THE SIVS AND APPLICANT DATA AS IF ALL REFERENCES IN THOSE PROVISIONS TO THE AUTHORIZING ORGANIZATION WERE REFERENCES TO YOU. YOU MAY OBTAIN A COPY OF THOSE PROVISIONS FROM THE AUTHORIZING ORGANIZATION.

8. Proprietary Rights: Paragon and its suppliers and licensors will at all times solely own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with the SIVS and all related technologies, infrastructure and data (other than Applicant Data, which is the confidential information of the applicable Applicant). You will not acquire any right, title or interest in, to or associated with the SIVS or any related technologies or infrastructure or any data (including Applicant Data).

9. Monitoring Use/Personal Information: The SIVS may contain technologies that monitor, record and report to Paragon information regarding your use of the SIVS. Paragon may use that information to operate and administer the SIVS and enforce these Terms of Use, and may disclose or make that information available to the Authorizing Organization and its personnel. You consent to the collection, retention, use, transmission, disclosure, processing, storage and deletion by Paragon and the Authorizing Organization of information (including personal information) regarding your use of the SIVS for those purposes and as otherwise permitted by applicable law.

10. Feedback: If you give to Paragon or any of Paragon's personnel any feedback (including ideas or suggestions for enhancements or improvements) about the SIVS or Applicant Data, then Paragon and its licensors and their respective successors, assigns and licensees may use and commercialize the feedback in any way and for any purpose without providing any compensation to you or any other person.

11. Survival: Sections 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13 of these Terms of Use, and all other provisions necessary to their interpretation or enforcement, will survive the termination of your permission to use the SIVS and will remain in full force and effect and be binding on you as applicable.

12. Governing Law/Disputes: These Terms of Use are governed by the same law that governs the Access Agreement. All disputes arising under or in relation to these Terms of Use will be resolved through legal proceedings in the same courts or arbitration proceedings (as applicable) that have jurisdiction over disputes arising under or in relation to the Access Agreement, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of those courts or arbitration proceedings regarding those matters.

13. General: These Terms of Use are the entire agreement between you and Paragon regarding your use of the SIVS and Applicant Data and related matters, and may not be modified except by a written document that expressly states that it is an amendment to these Terms of Use and is signed by both you and Paragon. These Terms of Use are for the benefit of Paragon and its successors, assigns and licensees. These Terms of Use are binding on you and your heirs, executors, administrators, successors, and personal representatives. If any provision of these Terms of Use is determined to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms of Use and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms of Use would fail in their essential purpose. In these Terms of Use: (a) headings are for reference only; (b) words importing the singular number only include the plural, and vice versa; (c) "**discretion**" means a person's sole, absolute and unfettered discretion; (d) "**including**" or "**includes**" means including or includes (as applicable) without limitation or restriction; and (e) "**person**" includes a legal entity.



IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF USE, YOU MAY NOT REGISTER FOR OR USE THE PARAGON™ SCORE AND IDENTITY VERIFICATION SYSTEM.