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الاختبار المعياري Benchmark Test

A.B.T

Assessments

Privacy Policy

The International Benchmark Test for Arabic Subjects



ABT Privacy Policy

ABT Education respects its client's and their associated End User's privacy and is committed to protecting their Data. This privacy policy informs ABT Education's Clients and associated End Users of how ABT Education Process their Personal Data.

This privacy policy applies to Personal Data which is Processed by ABT Education in providing its Services to Clients and describes ABT Education's privacy practices in connection with such Processing.

Depending on the specific Services being used or specific interactions a Client or End User has with ABT Education, there may be different or supplemental privacy policies that describe and govern how ABT Education use Personal Data. Those additional or supplemental privacy policies apply to that specific Service a client or End User is using or those interactions they have with ABT Education. Our website, www.ABTassessments.com, should refer to our website privacy notice.

Specifically defined terms are used in this privacy policy, and for ease of reference, these are set out below:

Clients	Our clients have a legal contract with ABT Education for the provision of Services.
End Users	Include school administrators, teachers, parents/guardians and students. This privacy policy sits alongside any specific privacy notices relating to using ABT Education's products and services and should be read in conjunction with the relevant privacy notice.
Personal Data	Any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).
Process or Processing	Any operation or set of functions performed on Personal Data, including collecting, recording, organising, structuring, storing, sharing, viewing, adapting, altering, retrieving, consulting, using, disclosing, disseminating, combining, restricting, erasing, and destroying.
Services	The products and services ABT Education provides to its Clients and their End Users from time to time, including the ABT assessments and other online applications and services.

The following principles summarise ABT Education's commitment to this privacy policy:

- ABT Education only Processes Personal Data for Education/School purposes (including, but not limited to, use relating to instruction, administration and development and improvement of Services intended for Education/School use).
- ABT Education does not use Personal Data for behavioural targeting of advertising.

1. Contact details

If you have any feedback about this privacy policy, please get in touch with Support@ABT-assessments.com. End Users of Clients should check with that Client (usually a school or other educational institution) if they have any questions regarding their Data being processed.

2. Disclaimer

Some laws (like the European general data protection regulation 2006/679 (GDPR) distinguish between a “controller” and a “processor” (or similar terms). Where ABT education is provided personal data in its capacity of providing services to its clients, then ABT education will only process that personal data by the instructions of its clients and ABT education will therefore act as a processor in respect of such personal data. ABT education's client will be the controller of that personal data for that purpose and will be responsible to its end users for how their data is processed as the controller. Therefore, end users of clients should check with that school/organisation where a client is if they have any questions regarding how their data is processed in compliance with applicable laws. Client end users who seek access to their data or correct, amend, or delete inaccurate private data should direct their requests to the school/organisation that is ABT education's clients. Clients may be able to remove and update personal data and data without ABT education's involvement.

3. Changes to the privacy policy

ABT Education keeps its privacy policy under review. This version was last updated on 21 Dec 2021

ABT Education will inform its Clients before making any changes to this privacy policy which ABT Education believe will materially impact their rights. If you object to any changes as a client, you must notify ABT Education within 14 days by email: Support@abt-assessments.com. If a client continues to use the Services after receiving notice of changes to this privacy policy, they will be deemed to have accepted the changes.

4. The data ABT Education collect about Clients and their End Users

ABT Education may Process different kinds of Personal Data relating to its Clients and their End Users, which ABT Education have grouped as follows:

- **Contact Data:** ABT Education take contact data which includes but is not limited to the first name, last name, job position, address, phone number and email address of a client's account managers, administrators and other representatives with who ABT Education correspond. Where a client requires ABT Education to contact the parents/guardians of student End Users, ABT Education will also take contact details, including but not limited to the first name, last name, address, phone number and email address of the parents/guardians provided by the Client. The Client is responsible for ensuring the accuracy of Contact Data provided to ABT Education.
- **End User Account Data:** ABT Education creates user accounts to access Services per a Client's instructions. Where Client instructions make End User accounts, ABT Education collects personally identifiable information about them, including but not limited to their first names, middle names, surnames, gender, usernames, email addresses, password, and school enrolled. Clients usually provide this information for ABT Education to access the Services. Still, it may be entered by End Users or populated from their account with a third-party sign-in service, such as their Google account.

- **Profile Data:** ABT Education collects Client and End User's data regarding their use of the Services. This mainly comprises information about student enrolment, participation and progression using the Services, such as school test results (where provided by the Client), diagnostic tests and survey results, performance results from using the Services, and End User interests and preferences when using the Services. This data may also comprise information uploaded by the End User (including but not limited to their avatar, photos, drawings, files, notes, hyperlinks, and other learning records). ABT Education regularly adds types of information that can be uploaded, all considered Profile Data under this privacy policy. Suppose the Client permits an End User to allow ABT Education to access microphone or video recordings on their device. In that case, ABT Education may also collect video and voice recordings.
- **Communications Data:** ABT Education collects messages sent and received by End Users using the Services. ABT Education also contains any information that a client or End User sends to ABT Education directly through communications, such as emails or phone logs.
- **Log Data:** When a Client or End User uses the Services, ABT Education receive log data such as their internet protocol (IP) address, log-in data, browser type and version, time zone setting and location, browser plug-in type and version, operating system and platform, device information and other technology on the devices used to access the Services.

ABT Education also collects, uses, and shares aggregated data such as statistical or demographic data for any purpose. Aggregated data could be derived from Personal Data but is not considered Personal Data as this data will not directly or indirectly reveal an individual's identity. For example, ABT Education may aggregate Log Data to calculate the percentage of users accessing a specific feature of the Services, and this aggregated data may be shared with third parties. However, suppose ABT Education combines or connects aggregated data with Personal Data so that it can directly or indirectly identify an individual. In that case, ABT Education treats the combined data as Personal Data which this privacy policy will use.

Some laws (like the GDPR) require heightened data protection measures for types of Personal Data. For this privacy policy, “Special Personal Data” includes details about race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about user health, genetic and biometric data or information about criminal convictions and offences. Unless otherwise agreed with the Client, ABT Education does not knowingly collect any Special Personal Data about Clients or their End Users. ABT Education will not be held responsible in circumstances where the Client or End Users provide Special Personal Data. Suppose ABT Educa discovers that it is Processing Special Personal Data without prior written agreement with the Client. In that case, ABT Education may take steps to delete such data without any further notice to the Client or End Users.

5. If a Client fails to provide Personal Data

Where ABT Education need to collect Personal Data by law or under the terms of a contract ABT Education has with a client, if the Client or their End Users fails to provide that data when requested, ABT Education may not be able to provide the Client and their End Users with access to the Services.

6. How is the Personal Data collected?

ABT Education uses different methods to collect data from and about Clients and End Users, including through:

- Direct interactions. Clients and their End Users may give ABT Education identity and contact details by filling in forms or corresponding with ABT Education by post, phone, email or otherwise. This includes Personal Data provided when a Client or End User:
 - creates or instructs ABT Education to create an End User account;
 - subscribes to ABT Education Services or publications;
 - requests support or maintenance services;
 - enters a competition;
 - completes forms;
 - contacts ABT Education or provides feedback;

- uploads data onto platforms or applications that form part of the Services, including any direct communications via such platforms or applications; or
- responds to surveys and questionnaires.
- Automated technologies or interactions. As Clients and End Users interact with the Services, ABT Education will automatically collect Log Data and Profile Data about Clients and End User's equipment, actions, and patterns. ABT Education may collect this Personal Data using cookies, cache, and other similar technologies. Clients and End Users are always free to decline cookies if their browser permits, although doing so may interfere with the use of the Services.
- Third parties or publicly available sources. ABT Education may receive information about Clients and End Users from clients and parents/guardians through providing the Services. ABT Education may also receive Personal Data about Clients and End Users from various third parties and public sources, including Log Data from analytics providers such as Google.

7. Purposes for which ABT Education use Personal Data

ABT Education will only use Personal Data when the law allows it to. Most commonly, ABT Education will use Personal Data in the following circumstances:

- Where ABT Education need it to ensure secure End User authentication.
- Where ABT Education need to perform the contract, it is about to enter or has entered with Clients.
- Where it is necessary for ABT Education's legitimate interests (or those of a third party) if user interests and fundamental rights do not override those interests.
- Where ABT Education need to comply with a legal obligation.

ABT Education will only use Personal Data where such use is compatible with the purposes outlined above. However, ABT Education may Process Personal Data without Clients' or End Users' knowledge or consent, in compliance with the above rules, where this is required by law.

8. Consent

As ABT Education's Clients are Controller for Personal Data collected and used as part of the Services, ABT Education requires that, where consent is the legal basis for the Processing of any Personal Data or detailed data, all Clients obtain all necessary consents required under data protection and other laws from End Users before allowing End Users to access the Services. As a client, you are responsible for checking local laws to determine the appropriate consent method and ensuring that consent meets the required standard.

ABT Education does not permit children or minors (as defined by the laws applicable to a client) to create an account without the consent and at the direction of a parent or, instead of parental consent, the School Client. A Client should contact Support@abt-assessments.com if it believes ABT Education have inadvertently collected information from a child or minor without appropriate consent so that ABT Education may delete the information as soon as possible.

9. Disclosures of Personal Data

ABT Education takes any requests to share Client and End Users' data very seriously, and any approval for data sharing only takes place after an assessment is undertaken on a case-by-case basis.

Depending on the Services set up for a Client, ABT Education may make student End User data available to teacher and school administrator End Users and registered parents/guardians of student End Users who have Services accounts connected to the student End User (as provided by the Client).

Depending on the features and account controls applicable to the Client's accounts, the Services may make student End User Personal Data visible to teachers, school administrators or parent/guardian End Users (linked to the student End User). Further, ABT Education may provide access to specific Personal Data to the School to monitor End User usage and activity and evaluate the effectiveness of the Client's use of the Services.

ABT Education may share Personal Data for the purposes set out in the table above with third parties to whom ABT Education may choose to sell, transfer or merge parts of ABT Education's business or its assets. Alternatively, ABT Education may seek to acquire or merge with other companies. If a change happens to ABT Education's business, the new owners may use the Personal Data ABT Education obtained in the same way as this privacy policy.

ABT Education requires all third parties to respect the security of the Personal Data it shares and treat it according to the law. ABT Education does not allow its third-party service providers to use personal data. It only permits them to Process Client and End User Personal Data for specified purposes by this privacy policy and ABT Education's instructions.

ABT Education may also disclose Client and End User Personal Data to a third party to comply with applicable laws or regulations or a valid legal request. Suppose ABT Education is going to release Personal Data in this instance. In that case, ABT Education will use reasonable attempts to provide the relevant Client with notice in advance by email unless ABT Education is prohibited from doing so by law or otherwise, where it is impracticable in the circumstances.

The Services may link to and may be connected to websites operated by other entities or individuals. Some websites, such as an ABT Education social media page, may be co-branded with an ABT Education name or logo. This privacy policy does not apply, and ABT Education cannot always control the activities of other third-party websites. Client and their End Users should consult the respective privacy policies of those third-party websites.

10. International transfers

Unless agreed otherwise in a contract between ABT Education and a Client, by default, any Personal Data processed by ABT Education about its Clients or their End Users will be hosted on servers in Europe or for Clients in the United States of America. Notwithstanding the preceding, during a Client and their End Users use of Services and interactions with ABT Education, Personal Data may be

Transferred outside of a client's home country and may be stored in and accessed from multiple countries in compliance with applicable laws.

Some of ABT Education's external third-party service providers are outside its clients' jurisdictions. Therefore, personal processing data may involve transferring data outside the Client's country. Whenever ABT Education moves Personal Data out of a client's home country, it ensures a similar degree of protection is afforded to it. ABT Education provides that it follows any data protection laws governing the transfer to and from Personal Data outside of specific jurisdictions.

11. Data security

ABT Education has put in place appropriate security measures to prevent Personal Data from being accidentally lost, used or accessed unauthorised, altered or disclosed. In addition, ABT Education limit access to Personal Data to those employees, agents, contractors and other third parties who have a business need to know. They will only Process Personal Data on ABT Education's instructions, and they are subject to a duty of confidentiality.

To protect Clients' and their End Users' privacy and security, ABT Education takes reasonable steps to verify their identity before granting account access or responding to Personal Data requests. For example, ABT Education may ask for specific Personal Data to confirm a client or their End User's identity. It may require that passwords are created and used to access certain parts of its Services. Clients are responsible for ensuring that they and their End Users create and maintain a strong password to help ensure their accounts' security and keep these secure.

However, no security measures are perfect. ABT Education cannot ensure or warrant the security of any or all the information shared with ABT Education by Clients or their End

Users. Suppose any Personal Data is compromised because of a breach of security. In that case, ABT Education will take steps to investigate the situation and will notify the Client of the security incident by applicable laws and regulations.

12. Data retention and requests for deletion

ABT Education will delete an End User account when instructed to do so by a Client. ABT Education may also delete End User accounts following termination or expiry of a Client contract. Before deleting an account, ABT Education will notify the Client associated with the performance by email and provide an opportunity to download an archive copy of End User Account Data and Profile Data.

Where ABT Education are required to do so by law, ABT Education will retain basic information about its clients after they cease to be Clients. In limited circumstances, ABT Education may also keep Client and End User Personal Data for a more extended period in case of a complaint or if ABT Education reasonably believes there is a prospect of litigation concerning ABT Education's relationship with a Client.

In some circumstances, ABT Education will anonymise Personal Data (so that it can no longer be associated with or identify the Client and related End Users) for analytical purposes, in which case ABT Education may use this information indefinitely without further notice.

13. Payments and Refunds

Payment must clear in 21 days as max, and we accept only online transfers or Deposited Cheques from the school side. The refund will be as credit, and the school can use it within 12 months after it expires.

ABT Education

www.ABT-assessments.com

