

ntss

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LEARNER TERMS AND CONDITIONS

EN ISO 9001 -EN ISO 21001

REVISION

Revision Description	Revision No	Revision Date
Initial Publication	0	02.04.2020
The Entire Content Has Been Revised	1	28.04.2026

LEARNER TERMS AND CONDITIONS

1. Purpose

The purpose of this document is to define the general terms and conditions applicable to training, examinations, assessment, registration, payment, cancellation, refunds, access, learner responsibilities, intellectual property, protection of personal data, complaints and appeals processes, and processes related to third-party certification bodies delivered by NTSS.

This document has been prepared to outline the rights, obligations, and responsibilities that apply to learners/candidates before participation in, during, and after completion of the programmes offered by NTSS.

2. Scope

These Terms and Conditions apply to all candidates, learners, and participants enrolled in face-to-face training, online training, distance learning, e-learning, exam preparation programmes, assessment services, consultancy-supported training, and all training programmes delivered in connection with third-party certification bodies by NTSS.

This document does not replace the policies, procedures, examination requirements, assessment criteria, or administrative rules of certification bodies such as NEBOSH, IOSH, CFPA-Europe, Exemplar Global, or any other certification bodies with which NTSS collaborates. The respective rules of these organizations shall also apply.

3. Definitions

Unless otherwise expressly stated, the following terms used in this document shall have the meanings set out below:

NTSS: Refers to NTSS Training and Consultancy, which provides training and consultancy services.

Learner / Participant / Candidate: Refers to any individual who has enrolled in or applied to enrol in any training, examination, assessment, qualification, or certification programme offered by NTSS.

Programme: Refers to any training, course, exam preparation, qualification, assessment, e-learning, online training, or face-to-face training service delivered by NTSS.

Application Form: Refers to the form submitted to NTSS when applying for or enrolling in a programme, qualification, examination, or assessment.

Training Agreement: Refers to the agreement that may be required to be completed and signed during the application process for enrolment in training, containing details of the training and participation conditions.

Terms and Conditions: Refers to this NTSS Learner / Participant Terms and Conditions document.

Registration Fee: Refers to the fee required to become an NTSS learner/participant/candidate or to enrol in a specific programme, qualification, or assessment.

Certification Body: Refers to organizations such as NEBOSH, IOSH, IIRSM, CFPA-Europe, Exemplar Global, or any other authorized bodies with which NTSS collaborates in relation to training, examination, or certification processes.

NEBOSH: Refers to the National Examination Board in Occupational Safety and Health.

IOSH: Refers to the Institution of Occupational Safety and Health.

CFPA-Europe: Refers to the Confederation of Fire Protection Associations Europe.

Exemplar Global: Refers to the organization providing certification and assessment services in management systems, auditor training, or similar fields.

Malpractice / Improper Practice: Refers to cheating, plagiarism, unauthorized use of materials, impersonation, sitting an exam on behalf of another person, improper use of Artificial Intelligence (AI) tools, any behavior that compromises the integrity of assessment, or any academic misconduct in violation of the relevant organization's rules.

Reasonable Adjustment: Refers to appropriate arrangements that may be requested to ensure that a learner is not disadvantaged during examinations or assessments due to disability, health conditions, specific learning needs, or similar circumstances.

4. Acceptance of Terms

Any learner/participant who registers with NTSS for a programme, qualification, examination, assessment, or training service shall be deemed to have read, understood, and accepted these Terms and Conditions.

This applies regardless of whether the registration is completed directly by the learner or on their behalf by a company, organization, sponsor, employer, or any third party.

Where a registration is made on behalf of a learner by a company, organization, or third party, both the relevant organization and the learner shall be jointly responsible for ensuring that these Terms and Conditions are communicated to the learner.

5. Registration and Admission Conditions

Admission of a learner to a programme is confirmed upon the complete submission of application information, provision of required documents, fulfillment of the relevant programme requirements, and receipt of all applicable fees by NTSS.

Registration with NTSS shall only become effective upon the issuance of official registration confirmation to the learner and full payment of the applicable registration fee, programme fee, and any other related charges.

The learner confirms that all information provided during registration is accurate, complete, and up to date.

NTSS reserves the right to refuse registration in cases where the application is deemed unsuitable, inaccurate or misleading information is provided, prerequisites are not met, capacity limits are reached, fees are not paid, requirements of the relevant certification body are not fulfilled, or NTSS criteria are not complied with.

The registration process is conducted for the purpose of monitoring learner progress, determining eligibility for participation in assessments of relevant certification bodies, verifying required academic prerequisites, and administering the applicable qualification processes.

6. Scope of the Terms and Conditions and Allocation of Responsibilities

These Terms and Conditions govern the relationship between NTSS and the learner/participant, and define the fundamental rights, obligations, and responsibilities relating to training, examinations, assessments, or qualification programmes enrolled in through NTSS.

For programmes delivered or administered through NTSS, the rules, examination requirements, assessment criteria, policies, and procedures of the relevant certification body shall also apply.

For the avoidance of doubt, NEBOSH, IOSH, IIRSM, Exemplar Global, CFPA-Europe, or any other certification bodies are not responsible, unless explicitly stated otherwise, for the provision of any teaching, training, consultancy, preparation, or support services delivered by NTSS at any location, centre, online platform, or third-party venue.

Where a learner/participant enrols in a programme, course of study, or exam preparation programme delivered by NTSS, the service contract shall be deemed to exist solely between NTSS and the learner/participant. The relevant certification body is not a party to this contract.

Where examinations, assessments, or certification decisions relating to a qualification are conducted by a certification body, NTSS shall not hold final responsibility for the preparation, delivery, marking, result determination, or certification decisions. Such responsibility rests solely with the relevant certification body in accordance with its own rules and authority.

These Terms and Conditions cover NTSS’s core obligations, learner responsibilities, fees, payments, registration, transfers, cancellations, refunds, access to training, examinations, assessments, codes of conduct, intellectual property, personal data, complaints, appeals, and termination processes.

7. Fees, Payment and Invoicing Terms

Programme fees are those determined specifically for each programme and communicated in writing by NTSS.

All course and programme fees provided by NTSS are subject to the applicable tax legislation and Value Added Tax (VAT) regulations in force in the Republic of Türkiye.

Unless explicitly stated otherwise in writing, the following items are not included in NTSS programme fees:

- Examination registration fees,
- Examination fees,
- Re-sit examination fees,
- Certificate re-issue or reprint fees,
- Certificate delivery/shipping costs,
- Fees charged by third-party certification bodies,
- Fees for appeals or re-marking of examination results,
- Registration or re-registration fees,
- Certification renewal fees,
- Special assessment requests,
- Platform access extension fees,
- Additional administrative and operational service fees,
- Transaction fees arising from banks, wire transfers, foreign exchange transfers, or payment providers.

For purchase or programme application, full payment of the fee, payment of a minimum deposit accepted by NTSS, or submission of an official purchase order (for corporate applications) may be required.

For corporate applications made via official purchase orders, invoices issued by NTSS must be paid within 10 (ten) days from the invoice date.

Where a learner is enrolled in a programme by a company, employer, sponsor, or third party, the relevant organization or sponsor shall be responsible for payment of the fees.

All transaction and transfer charges applied by banks, wire transfers, foreign exchange services, or payment providers shall be borne by the learner or the paying organization.

If such charges are deducted from the amount received by NTSS, any shortfall will be invoiced separately and must be paid by the learner or the paying organization.

The learner or the paying organization may also be responsible for any additional fees requested by NTSS or the relevant certification body.

8. Payment Plans

NTSS may, at its discretion, offer payment plans to learners or organizations where deemed appropriate.

NTSS reserves the right to refuse any payment plan request without providing a reason.

All terms relating to the payment plan shall be agreed in writing with the learner or the paying organization prior to the commencement of the programme.

For programmes registered under a payment plan, compliance with the agreed payment schedule is required in order to ensure full access to training, examinations, certification, and other related services.

NTSS reserves the right, in cases of non-compliance with the payment plan, to suspend access to the programme, withhold examination registration, refuse issuance of certificates or attendance documents, or terminate the registration.

Unless otherwise explicitly stated in writing, any examination fees or exam entitlements included in the programme must be used within 3 (three) months from the date of registration. Any unused exam entitlements after this period shall expire and shall not be eligible for a refund.

9. Discounts, Campaigns, and Special Pricing

Discounts, campaigns, and special pricing offered by NTSS are limited to specific time periods.

Any discounts applied to programme fees shall be announced through communication channels deemed appropriate by NTSS.

Discounts are not applied retrospectively.

Unless explicitly stated otherwise in writing, discounts and campaigns cannot be combined with other promotions, discounts, or special pricing arrangements.

NTSS reserves the right to modify, suspend, or terminate any discount or campaign conditions without prior notice.

10. Registration, Transfer, Cancellation and Refund Terms

10.1 Acceptance of Terms through Registration

Registration with NTSS for a qualification, training programme, examination, or assessment—whether completed directly by you or on your behalf by a third party—

constitutes acceptance of these Terms and Conditions.

10.2 Validity of Registration

Your registration with NTSS shall only become effective upon the issuance of official registration confirmation by NTSS and full receipt of the registration fee, programme fee, and any other applicable charges.

10.3 Academic and Administrative Monitoring

The registration process is carried out to enable NTSS to monitor your progress within the relevant qualification or programme, determine your eligibility to participate in assessments conducted by the relevant certification body, and verify that you have completed any required prior units, prerequisites, or requirements that may affect the overall qualification.

10.4 Compliance with Certification Body Requirements

By enrolling in a qualification, programme, or assessment, you agree to comply with all regulations, guidelines, examination requirements, assessment conditions, administrative requirements, and policy provisions set by the relevant certification body.

10.5 Transfer and Assignment

A registered programme, qualification, examination entitlement, assessment entitlement, or training access may not be transferred, in whole or in part, to another individual.

Any request by a learner to transfer to a different programme shall be evaluated by NTSS, taking into account programme suitability, availability, duration, fee differences, content alignment, and the requirements of the relevant certification body.

Candidates who have previously received training from another provider and wish to sit examinations through NTSS may be subject to transfer and administrative processing fees.

10.6 Right of Withdrawal

In accordance with applicable legislation, the withdrawal period for service contracts begins on the date the contract is concluded.

Subject to the exceptions and cases where the right of withdrawal cannot be exercised as set out below, the learner has the right to withdraw from the contract within 14 (fourteen) days without providing any reason and without incurring any penalty.

All withdrawal and refund requests must be submitted in writing to NTSS.

The right of withdrawal shall not apply in the cases specified under Clause 10.7.

10.7 Non-Refundable Cases

No refunds shall be made in the following circumstances:

- Where the training, course, or programme has been partially or fully completed,
- Where the programme has commenced,
- Where access to the e-learning platform has been granted,
- Where a username, password, or any digital access credentials have been issued to the learner,
- Where training materials have been downloaded, viewed, used, or assigned to the learner,
- Where examination registration has been completed with the relevant certification body,
- Where examination fees have been transferred to the relevant certification body,
- Where the learner has not attended the programme, but the service has been made available by NTSS,
- Where a place has been reserved for classroom training and the learner has not attended,
- Where the learner has breached these Terms and Conditions,
- Where the learner's registration has been terminated due to malpractice, misconduct, payment default, or provision of false information.

10.8 Examination Cancellation, Postponement and Refunds

No refunds shall be issued for examinations registered with certification bodies. Any requests for exam cancellation, postponement, rescheduling, change of exam date, or refund of exam fees shall be subject to the rules and policies of the relevant certification body.

In cases where a learner is unable to attend an examination due to illness, and an official medical report is accepted by the relevant certification body, actions may be taken in accordance with the rules of that body.

Any refund or adjustment to examination entitlement under these circumstances:

- Is subject to the approval of the relevant certification body,
- Shall be processed in accordance with the rates and rules determined by the relevant body,
- Does not cover any additional costs incurred by the candidate,

- Must be requested in writing within the timeframe specified by the relevant body and, in any case, as soon as reasonably practicable following the examination date.

10.9 Classroom Training and Timeframes

For classroom or face-to-face training, the learner must attend the training within 3 (three) months from the date of deposit payment or registration.

If attendance is not completed within this period, the registration may be cancelled, and no refund shall be issued by NTSS.

10.10 Unused Entitlements

Where registration, examination, access, training, platform, or similar entitlements are not used within the specified timeframes, such entitlements may expire.

No refunds shall be issued for entitlements that remain unused due to the expiry of the applicable time period.

11. Training Programme, Learning Materials and Programme Content

Qualification or training materials provided to the learner at the start of the programme are prepared in accordance with the syllabus, programme requirements, and qualification criteria in effect at the relevant time.

These materials are intended to support successful completion of the programme when used in conjunction with additional materials, training support, platform content, and trainer guidance provided throughout the study period.

Materials provided by NTSS do not guarantee successful outcomes. Achievement depends on the learner’s individual performance, participation, assessment results, examination performance, and compliance with the relevant certification body requirements.

NTSS shall not be responsible for the availability of accredited courses, curriculum content, assessment criteria, examination formats, or programme requirements determined by the relevant certification body.

In the event that a syllabus is withdrawn, amended, or reaches the end of its validity period, NTSS may only support the learner’s existing course until the last applicable date for that programme.

Additional fees may apply for learners wishing to transfer to a new syllabus, programme, or updated assessment structure.

NTSS reserves the right to amend programme content, structure, materials, or delivery methods without prior notice where changes arise in curriculum, assessment criteria, standards, legislation, certification body requirements, or quality requirements.

12. Training Access, User Account and Timeframes

Each registration is valid for a single user only.

During registration, the learner may be provided with a username, password, or platform access credentials.

The learner is responsible for keeping their username, password, account details, and platform access information confidential.

The learner is fully responsible for all activities carried out through their account.

Sharing login credentials with third parties, granting unauthorized access to training materials, or allowing others to use the account is strictly prohibited.

Access to e-learning or online platforms is limited to the duration specified in the relevant programme description.

Unless otherwise stated in writing:

- For NEBOSH programmes, e-learning platform access shall not exceed a maximum of 6 (six) months from the date of purchase,
- For IOSH, Exemplar Global, and other short-duration programmes delivered by NTSS, e-learning platform access shall not exceed a maximum of 1 (one) month from the date of purchase,
- For CFPA-Europe programmes, access shall not exceed the duration determined by NTSS for the relevant training.

NTSS reserves the right to define different access periods on a programme-by-programme basis.

For learners whose access period has expired, reactivation of access may be subject to approval by NTSS and may incur additional fees.

During the programme period, the learner may receive course support through communication channels designated by NTSS and within Türkiye working hours. The scope of support may vary depending on the programme type.

13. Suitability for Training and Language Requirements

Programmes and examinations delivered by NTSS may be offered in Turkish, English, or other languages as specified in the relevant course description.

For programmes delivered in English, it is the learner’s responsibility to ensure that their written and spoken English proficiency is sufficient to meet the requirements of the training and any related examinations or assessments.

NTSS shall not be held responsible for failure resulting from insufficient language proficiency, including unsuccessful examination outcomes, inability to complete assessments, or failure to complete the programme.

Qualifications that include the term "National" in their official title may be based on country-specific legislation or practices as defined by the relevant certification body.

Qualifications that include the term "International" in their official title may not be tied to the legislation of a specific country and may instead be designed based on international best practices, general principles, or the framework defined by the relevant certification body.

It is the learner's responsibility to review the scope, language, level, prerequisites, and target audience of the programme prior to enrolment.

NTSS reserves the right to refuse examination registration, programme enrolment, or continuation where the learner does not meet NTSS criteria or the requirements of the relevant certification body.

14. Learner / Participant Responsibilities

The learner is responsible for the following:

- Ensuring that all registration information is accurate, complete, and up to date,
- Reviewing the scope, duration, language, level, and examination and assessment requirements of the enrolled programme,
- Complying with the conditions and timelines communicated by NTSS,
- Adhering to the rules, policies, and procedures of the relevant certification body,
- Using training materials solely for personal learning purposes,
- Not sharing username, password, or platform access credentials with third parties,
- Not using the training platform or materials for unauthorized purposes,
- Complying with examination and assessment rules,
- Acting in accordance with the principles of academic integrity,
- Avoiding cheating, plagiarism, unauthorized assistance, or any conduct constituting malpractice,
- Treating NTSS staff, trainers, consultants, invigilators, and other learners with respect,
- Completing assignments, projects, examinations, applications, and document submissions within the specified timeframes,
- Monitoring examination dates, registration deadlines, and assessment schedules,

- Fulfilling all payment obligations in a timely manner,
- Notifying NTSS of any changes to personal data, contact details, or address information.

15. Examination and Assessment Rules

Examinations and assessments are conducted in accordance with the rules, guidelines, examination requirements, and assessment criteria of the relevant certification body.

By registering for a qualification assessment, the learner agrees to comply with the assessment arrangements specified in the relevant certification body's guidance.

The learner is responsible for tracking examination registration dates, deadlines, identification requirements, technical requirements, examination rules, formats, and assessment conditions.

Fees and registrations are non-transferable to alternative examinations, future sittings, or between candidates, unless explicitly permitted by the relevant certification body.

NTSS shall not be responsible for examination results, assessment decisions, examination formats, changes in exam dates, technical assessment processes, examination platform decisions, or certification decisions conducted by the relevant certification body.

Matters such as the release of examination results, re-marking, appeals, invalidation of exams, cancellation of exams, or refusal to award certification are subject to the authority and rules of the relevant certification body.

16. Reasonable Adjustments and Special Requirements

The learner may request reasonable adjustments due to disability, health conditions, specific learning needs, or any other circumstance that may create a disadvantage during assessment.

Requests for reasonable adjustments must be submitted in writing to NTSS, together with the necessary supporting documentation.

Such requests must be accompanied by appropriate evidence or official documentation supporting the need for the requested adjustment.

It is the learner's responsibility to register correctly for the appropriate examination, date, location, or session. NTSS shall not be held responsible for errors arising from the learner in this regard.

Requests for reasonable adjustments are subject to the rules, application deadlines, and approval processes of the relevant certification body.

Late submissions, incomplete applications, or requests submitted after the certification body's deadline may not be accepted.

Additional fees may apply for the implementation of reasonable adjustments.

All applications must be submitted in writing via the official communication channels or designated email addresses provided by NTSS.

17. Malpractice, Maladministration and Academic Integrity

NTSS is committed to the principles of academic integrity, assessment reliability, and certification integrity.

The following actions may be considered malpractice, improper practice, or academic misconduct:

- Cheating,
- Plagiarism,
- Presenting another person's work as one's own,
- Use of unauthorized materials,
- Receiving or providing unauthorized assistance,
- Impersonation during an examination,
- Arranging for another person to sit an examination on one's behalf,
- Participating in an examination or assessment on behalf of another person,
- Improper use of Artificial Intelligence (AI) tools,
- Attempting to unfairly influence assessment outcomes,
- Breaching the confidentiality of examinations or assessments,
- Sharing examination questions, answers, or confidential materials,
- Submitting false or misleading documentation,
- Attempting to manipulate technical systems, examination platforms, or assessment processes,
- Any behavior in violation of the rules of NTSS or the relevant certification body.

In such cases, NTSS will follow the applicable procedures (NTSS-QMS-PRO-02-EN) and, where necessary, report the matter to the relevant certification body.

Where malpractice or maladministration is identified, the learner's registration, examination entitlement, assessment entitlement, certification rights, or platform access may be withdrawn or cancelled.

No refunds shall be issued in such cases.

Any additional sanctions imposed by the relevant certification body remain applicable.

18. Code of Conduct, Harassment and Misconduct

NTSS does not tolerate any form of verbal, written, physical, digital, or psychological harassment, threats, insults, discrimination, bullying, coercion, aggression, or inappropriate behaviour directed towards its employees, trainers, consultants, invigilators, representatives, agents, or other learners.

Such behaviour may result in one or more of the following measures:

- Restriction of communication to a specific channel only,
- Limitation of communication to email or written correspondence,
- Temporary suspension of the learner's access to the programme,
- Prohibition from participating in examinations or assessment processes,
- Termination of registration,
- Notification to the relevant certification body,
- Refusal of future applications to NTSS programmes,
- Initiation of legal proceedings where necessary.

NTSS reserves the right, at its sole discretion, to terminate a learner's registration in cases of serious or repeated misconduct.

19. Intellectual Property Rights

All training materials, content, presentations, videos, documents, sample works, platform content, booklets, study notes, recorded training sessions, exam preparation materials, and any similar resources provided by NTSS are the property of NTSS or the relevant rights holder.

The learner may use these materials solely for personal learning purposes.

Without prior written consent from NTSS, the following actions are strictly prohibited:

- Copying,
- Reproducing,
- Distributing,
- Selling,
- Renting,

- Sharing with third parties,
- Uploading to digital platforms,
- Sharing on social media or other platforms,
- Using for commercial purposes,
- Using for training delivery or consultancy purposes.

Any learner accessing the NTSS website or e-learning platform is required to comply with the applicable terms of use.

The learner is responsible for maintaining the confidentiality of their password and account information and agrees not to disclose such information to third parties.

In the event of any infringement of intellectual property rights, NTSS reserves the right to terminate access, cancel registration, refuse refunds, and pursue any necessary legal action.

20. Certificates, Attendance Documents and Delivery

Certificates or attendance documents shall be issued upon successful completion of the programme and, where applicable, the relevant examination and/or assessment requirements.

Documents issued by third-party certification bodies are subject to the evaluation, approval, result release, and certification processes of the respective organization.

NTSS does not guarantee the outcome of certification decisions or the timeframe for issuance by the relevant certification body.

NTSS may dispatch certificates or documents via standard delivery methods.

If registered delivery, courier, or alternative delivery methods are requested by the learner and accepted by NTSS, any additional costs shall be borne by the learner.

NTSS shall not be responsible for delays, loss, or non-delivery arising from postal, courier, or delivery service providers.

Where re-issuance of a certificate or document is required, the learner agrees to pay any applicable re-issue, reprint, and delivery fees.

21. Memberships and Professional Recognition

Professional memberships, recognitions, or progression opportunities that may be accessible upon completion of certain programmes delivered by NTSS are not guaranteed.

Such memberships are subject to the relevant organization’s individual application, acceptance, experience, qualification, assessment, and fee requirements.

It is the learner's responsibility to apply for membership with certification or professional bodies, and such applications may be subject to additional fees.

In some organizations, membership levels may depend not only on completion of a qualification but also on minimum practical experience, professional background, continuing professional development, or additional assessment requirements.

The level of membership granted is always at the discretion of the relevant institute or organization.

In organizations such as IOSH, progression to higher membership grades may be subject to internal professional development, assessment, or IPD (Initial Professional Development) processes defined by the organization.

22. Programme Changes, Curriculum and Assessment Updates

NTSS may update programme content in line with relevant curricula, standards, legislation, certification body requirements, quality requirements, or operational needs.

Where the relevant certification body introduces changes such as curriculum updates, programme withdrawal, changes to assessment formats, updates to examination requirements, or revisions to validity periods, NTSS reserves the right to make the necessary adjustments.

In such cases, NTSS will make reasonable efforts to protect the learner's acquired rights; however, it shall not be held responsible for mandatory changes imposed by the relevant certification body.

NTSS reserves the right to modify the training method, trainers, materials, duration, platform, sequence of content, or assessment support where deemed necessary.

23. Limitation of Liability

NTSS shall not be liable for any loss of property, damage, technical issues, third-party service interruptions, or learner-related losses occurring outside its own fault or negligence or that of its employees.

NTSS shall not be held responsible for:

- The learner's internet connection, computer, camera, microphone, or technical equipment issues,
- Failures of examination platforms or third-party systems,
- Decisions made by certification bodies,
- Examination results, assessment outcomes, or certification decisions,
- Failure to follow the programme or insufficient learner engagement,
- Language deficiencies,

- Provision of incorrect, incomplete, or outdated information,
- Courier, postal, or delivery issues,
- Force majeure events,
- Indirect or consequential losses,
- Loss of profit,
- Loss of income,
- Loss of opportunity,
- Loss of business,
- Living expenses,
- Claims from third parties.

Neither the learner nor NTSS shall be liable to the other for any failure or delay in performing obligations due to causes beyond the reasonable control of the respective party.

24. Force Majeure

Events beyond the reasonable control of the parties, including but not limited to natural disasters, fire, flood, earthquake, epidemic, pandemic, war, terrorism, strikes, decisions of public authorities, infrastructure failures, internet outages, power failures, cyber incidents, interruptions of third-party service providers, or similar circumstances shall be considered force majeure.

In the event of force majeure, NTSS reserves the right to postpone the programme, deliver it online, reschedule, offer alternative dates, change the trainer or delivery method, or provide a reasonable alternative solution.

Changes made due to force majeure do not automatically entitle the learner to a refund.

25. Personal Data Protection

NTSS processes learners' personal data in accordance with the Turkish Personal Data Protection Law No. 6698, related secondary legislation, and applicable data protection regulations where relevant.

NTSS may process personal data for the following purposes:

- Receiving and evaluating applications,
- Managing registration processes,
- Administering training and examination processes,

- Registering candidates for certification body assessments,
- Responding to learner requests and certification body inquiries,
- Managing disciplinary, malpractice, complaint, and appeal processes,
- Collecting fees,
- Conducting invoicing and accounting processes,
- Implementing NTSS policies and procedures,
- Communicating assessment results to learners,
- Sharing information with relevant certification bodies,
- Managing certification and documentation processes,
- Monitoring and improving training quality,
- Conducting research, reporting, and statistical analysis,
- Complying with legal obligations,
- Providing information about current and future courses, where permitted by law or with the learner's consent.

Where necessary, personal data may be shared with relevant certification bodies, examination providers, technical platform providers, courier or postal service providers, accounting service providers, and authorized public institutions.

For programmes delivered in cooperation with international organizations, personal data may need to be transferred to certification bodies located outside Türkiye. Such transfers shall be carried out in accordance with applicable legislation and appropriate legal safeguards.

The communication of results via email, their display on relevant systems, or publication on authorized certification body platforms may be subject to the processes of the relevant organization and NTSS.

The NTSS Data Protection Policy and related privacy notices are published separately (NTSS-DP-POL-01-EN).

26. Complaints and Appeals

Learners may submit complaints and appeals regarding the services of NTSS in writing.

Complaints and appeals shall be evaluated in accordance with the NTSS-QMS-PRO-03-EN Learner Complaints and Appeals Procedure.

NTSS shall ensure that complaints and appeals are handled in a fair, impartial, and

timely manner.

Appeals related to examinations, assessments, results, certifications, or decisions made by third-party certification bodies may be subject to the respective organization's own procedures.

If the learner is not satisfied with the outcome of the complaint process conducted by NTSS, they reserve the right to escalate the matter to the relevant certification body associated with the programme or to pursue legal remedies.

Where a complaint cannot be resolved internally, the learner may apply to the competent consumer arbitration committee, court, or other legal authorities in accordance with applicable legislation.

27. Suspension or Termination of Registration

27.1 NTSS reserves the right to suspend or terminate a learner's registration, course allocation, platform access, examination registration, or right to continue the programme by providing written notice in the following circumstances:

a. Where the learner breaches these Terms and Conditions,

b. Where the learner breaches any policies, procedures, guidelines, registration confirmations, course information, or written communications issued by NTSS or the relevant awarding/certification body,

c. Where any fees payable to NTSS are not paid in full or on time,

d. Where the learner provides false, incomplete, or misleading information to NTSS, whether directly or through a third party,

e. Where the learner fails to meet administrative or academic requirements specified in the guidelines of the relevant awarding/certification body,

f. Where the learner breaches any provisions relating to code of conduct, harassment, misconduct, or intellectual property set out in this document,

g. Where the learner is found to be involved in malpractice in accordance with the malpractice policy of the relevant awarding/certification body,

h. Where any irregularity is identified that may affect the integrity of examinations, assessments, training access, or certification processes.

27.2 In the event that NTSS terminates the learner's registration, course allocation, training programme, platform access, or examination process, no fees paid by the learner shall be refunded.

27.3 Any additional sanctions imposed by the relevant certification body, including examination cancellation, result invalidation, certificate withdrawal, or restrictions on participation in future examinations, shall remain applicable.

28. Waiver, Severability and Third-Party Rights

Failure by NTSS to enforce any provision of these Terms and Conditions immediately or fully shall not be construed as a waiver of such provision.

Failure by NTSS to take action in respect of any breach by the learner shall not be interpreted as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Terms and Conditions is found to be invalid, unlawful, or wholly or partially unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

Persons who are not parties to the agreement governed by these Terms and Conditions shall have no rights to enforce any of its provisions, except where expressly stated.

29. Statutory Rights

These Terms and Conditions do not affect the learner's statutory rights under applicable consumer protection laws or other relevant legislation.

However, such rights shall be interpreted in consideration of circumstances such as commencement of the service, access to digital content, examination registration, use of materials, and any applicable legal exceptions to the right of withdrawal.

30. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the Republic of Türkiye.

Any disputes arising out of or in connection with these Terms and Conditions or the services provided by NTSS shall be subject to the jurisdiction of the courts and enforcement offices of Ankara, Republic of Türkiye.

For consumer-related transactions, the mandatory jurisdiction and application rights provided under applicable legislation shall remain reserved.

31. Data Protection Policy and Website Terms of Use

NTSS recognizes the importance of privacy and the protection of personal data.

The NTSS Data Protection Policy applies to all products, services, resources, courses, and training processes delivered by NTSS.

Learners are responsible for reviewing the Data Protection Policy, relevant privacy notices, and website terms of use published on the NTSS website.

Use of the NTSS website, e-learning platform, or digital resources is subject to the applicable terms of use.

For any questions regarding this policy or data protection practices, learners may contact NTSS through its official communication channels.

32. Further Information and Related Policies/Procedures

By enrolling in an NTSS course, the learner is deemed to have accepted the terms and conditions, examination rules, policies, and procedures of the relevant certification body associated with the programme.

Learners are required to review the most up-to-date policies and procedures of the relevant organizations depending on the programme they have enrolled in. Such documents may include:

- NTSS policies and procedures,
- NTSS Learner Complaints and Appeals Procedure,
- NTSS Data Protection Policy,
- NEBOSH policies and procedures,
- IOSH policies and procedures,
- Exemplar Global policies and procedures,
- Rules and guidance of other relevant certification bodies.

33. Contact Details

NTSS

Address: Beştepe Mah. Nergiz Sok. No: 7/2 Via Flat Business Center, Office 27–28, 06560 Yenimahalle / Ankara, Türkiye

Phone: +90 (312) 911 55 66

Email: info@ntss.com.tr Website: www.ntss.com.tr

34. Approval

This document shall enter into force on the date it is approved by the management of NTSS.

Approved by:

Name: **ASUMAN ERKUL** Date: **28.04.2026**

Title: Founder – Lead Tutor

Signature:

