

## 2026 ICAS Indonesia Terms & Conditions

### 1. BACKGROUND

- a. This agreement sets out the Terms and Conditions for which UniSadhuGuna Testing Centre (UTC) of Jl. Terogong Raya No. 32 Cilandak Barat Jakarta Selatan 12430 (UTC, we, us, our), an authorized reseller Janison Solutions Pty Ltd (ABN 35 081 797 494) C/ Automic Group, of Level 5, 126 Phillip Street, Sydney NSW 2000, Australia trading as ICAS Assessments (Janison) will deliver the ICAS Assessments to registered schools in Indonesia (you, School).
- b. In making a purchase, you acknowledge that you have read, understood and agreed to be bound by these Terms and Conditions.
- c. ICAS Assessments is owned and delivered by Janison.
- d. You must issue the Privacy Notice contained in Attachment 1 and 2 to parents of your school before you provide us with any personal information of students.
- e. Some students may be eligible for an ICAS medal based on the results of their ICAS Test. The eligibility criteria are set out in Point 10.
- f. These Terms form the entire agreement between you and UniSadhuGuna Testing Centre.
- g. These Terms in addition to the [ICAS Terms of Use](#) and the [Janison Privacy Policy](#) form the entire agreement between you and Janison.
- h. If you would like to contact us, please email our customer service at [info@icasindonesia.co.id](mailto:info@icasindonesia.co.id).

### 2. DEFINITIONS

- a. **Access Period** means the period of time during which the school will have access to the Test Platform starting from the delivery of the Product to you to the receipt of test results.
- b. **ICAS Website** means <https://utc.co.id>
- c. **Product** means the ICAS tests.
- d. **Sitting Period** means the period of time where assessment sittings are permitted. These are published on our website.
- e. **Test Platform** means the online platform that is owned by Janison which will be used to deliver the Product to you.
- f. **Administrative fees** means administrative fees that UTC charges in respect of processing ICAS administration. Administrative fees include test administration and courier fees.
- g. **Assessment User Guide** means the user administration guide and other administrative instructions or protocol on how to use the product, as published by UTC or on ICAS Assessments product site or as communicated to the Registered School from time to time.

- h. **UTC Customer Service** means the UTC customer service team who may be contacted by using email [info@icasindonesia.co.id](mailto:info@icasindonesia.co.id), phone number **+622122769824/25** and Whatsapp: **+62821-2501-8880**
  - i. **Intellectual property rights** means all forms of intellectual property rights throughout the world including (present and future) but not limited to copyright, database rights, confidential information, know-how, trade secrets, registered patents, designs, trade marks, signs, distinctive marks, devices, models, formulae, graphs, photographs, drawings, business plans, methodologies, inventions, policies, records, memoranda, and notes.
  - j. **Loss** include claims, actions, proceedings, losses, damages, liabilities, and costs (including legal expenses).
  - k. **Order** means an order from you for the purchase of the products and services from UTC, including school purchase orders.
  - l. **Parent** means a parent or guardian of, or any person who is responsible for the care of a student.
  - m. **Payment receipt date** means the date on which UTC receives payment from a registered school for the product and services.
  - n. **Personal information** has the meaning given to that term in the Indonesia's UU No. 19 Year 2016 Privacy Act.
  - o. **Price** means the price for the Product or Services as set out or referred to in the [UTC Website](#) at the time of your order.
  - p. **Product site** means the ICAS Assessments website for the product and/or service located at <https://utc.co.id/page/about-icas>.
  - q. **Registered School** means a school registered by the relevant government department or agency responsible for administering the school system.
  - r. **Required data** means the data that UTC requires from a Registered School in order to set up the registered school's access to the product and service.
  - s. **School code** means the unique code that UTC provides to a Registered School upon registration.
  - t. **School password** means the unique password that UTC provides to a Registered School upon registration.
  - u. **Student** means a student of a Registered School.
  - v. **Assessment Event** means an ICAS assessment at a Registered School offered by UTC in partnership with Janison.
  - w. **Privacy Act** means Privacy Act 1988 (Cth), including the Australian Privacy Principles and Indonesia's UU No. 19 Year 2016.
3. **WARRANTY**
- a. UTC warrants that:
    - i. ICAS products and services will be provided to you using all reasonable care and skill;

- ii. The products and services will be consistent with any industry best practices as would expected in the trade; and
- iii. The delivery of our products and services will be undertaken in compliance with all applicable Indonesian laws, standards and regulations.

#### 4. PURCHASING ORDER

##### a. Registration

- i. Only school and/or school personnel can register their students.
- ii. UTC will not accept direct requests from parents of children in Registered Schools to enrol their child in ICAS.
- iii. Registered Schools may enrol in more than one ICAS subject.
- iv. Minimum 10 candidates per subject is needed.
- v. All registration process will be done via email [info@icasindonesia.co.id](mailto:info@icasindonesia.co.id)

##### b. Fees and Payment

- i. The ICAS test fee is **IDR285.000,-** per paper per participant for English, Mathematics, Science, Digital Technologies and Spelling Bee. **IDR330.000,-** per paper per participant for Writing.
- ii. UTC will send an invoice once we have received the order.
- iii. Payment will be made using Indonesian Rupiah (IDR).
- iv. All payments must be made by bank transfer only to  
**BANK CIMB Niaga**  
**Account number 8001.7123.3600**  
**(a/n PT. Titian Buana Ilmu)**
- v. You are responsible for any administrative fees that you incur, including any from refund requests or additional requests made by you to us.

#### 5. YOUR OBLIGATIONS

##### a. It is your responsibility to ensure that:

- i. The information provided by you is complete and accurate. Any information you provide to us is in accordance with the UU No. 19 Year 2016 and the Privacy Principles and that you have all relevant consents for the disclosure of any student data or personal information in accordance with that Act;
- ii. You provide us with any information reasonably necessary for us to supply you or your students with the Services.
- iii. You agree to supervise, support, and assist in the delivery of the test at your School in accordance with our instructions, these Terms and Conditions, the Schedules, and the ICAS Support materials found on our [ICAS Website](#).
- iv. You are responsible and liable for any activity that happens on your account. If Janison and/or UTC suspects any illegal, abusive or fraudulent activity, we have the right to refer you to the relevant authorities and

exclude students at your School, whose results have been affected by your activity, from being eligible for medals.

- v. You are responsible for communicating any test dates, refund periods, changes to test dates and other relevant information related to the delivery of the test and results to parents upon receiving that information from us.
- vi. Where Janison and/or UTC requires additional consents from you, parents, or your students, that you obtain these so that we can deliver the Services; and you issue parents of your school with the privacy collection statement attached in Attachment 1 and 2 before you provide us with any personal information of your students.
- vii. Only use the Product and Services for the purpose of conducting the assessment that you have purchased.
- viii. Only access the Product and Services through your unique user account.

## 6. ACCEPTANCE

- a. When you finalise and submit an order, the placing of your order will be taken as your acceptance of these Terms and your offer for us to deliver the Services associated with your purchase order.
- b. When you receive our confirmation email of your order, a contract will have been formed between you and UTC for the delivery of the Services which are subject to these Terms.

## 7. USE OF ICAS PRODUCT

- a. When using our Product or Services, **you must:**
  - i. Only use the Product and Services for the purpose of conducting the assessment that you have purchased
  - ii. Ensure that their staff and students use the product, product platform, and service in accordance with this agreement and the Assessment User Guide.
  - iii. Ensure that only students who meet the relevant eligibility criteria sit the ICAS Assessments.
  - iv. Arrange the students undertaking assessment to be supervised by a registered teacher or a member of staff nominated by the principal or ICAS coordinator of the Registered School.
  - v. Ensure that the Product, Product platform and Service is only accessed through their unique user account. The school at all times is solely responsible for the activity that occurs on their account and for all liabilities incurred on their account.
  - vi. You are responsible and liable for any activity that happens on your account. If Janison suspects any illegal, abusive or fraudulent activity, we have the right to refer you to the relevant authorities and exclude students

at your School, whose results have been affected by your activity, from being eligible for medals.

- vii. Ensure that any hardware or firewall restrictions do not limit you or any of your students from accessing our Product and Services.

b. Registered Schools must not:

- i. Interfere or disrupt any technological protection measures on the product platform or in the product.
- ii. Combine, integrate, or otherwise use the product or product platform with any other application, device, system, or thing if this is not contemplated with the Assessment User Guide or other written instructions provided by UTC.
- iii. Resell, reproduce, decompile or reverse engineer the product platform or product.
- iv. Use (or attempt to use) data mining, robots, screen scraping, or similar data gathering and extraction techniques.
- v. Disclose any school code or school password to any other person. If such disclosure has, or the registered school believes that such disclosure may have occurred (whether intentionally or unintentionally), then the registered school must immediately inform UTC. The Registered School must (and must procure that its staff and students) change password regularly.
- vi. Make copies, sell, lend, borrow, upload, or distribute any of the test or past papers, without prior written authorization from Janison.

## 8. COMMUNICATION

- a. All our communications with you, including where notice is provided in relation to these Terms and Conditions will be done through the email address nominated by you upon registration.
- b. Once a Registered School purchases the ICAS assessments, UTC may email or otherwise contact the staff member from that Register School from time to time in order to:
  - i. share information about ICAS products; and
  - ii. invite the Registered School to participate in research, marketing and promotional activities undertaken by UTC for its ICAS Assessments Products and Services.
- c. The Registered School may opt out of receiving the communications referred to in clause b at any time by contacting UTC or, in the case of electronic messages, using the unsubscribe option included in the message.

## 9. LIMITATION OF LIABILITY

- a. To the extent that legislation allows, neither UTC nor the School will have any liability to each other for any damages under this Contract, except as expressly provided for in these Terms
- b. Where liability does arise for UTC, UTC's total liability to the School, regardless of your action or claim, will not exceed the Price you paid with respect of the Products and Services you purchased from us in the preceding 12 month period.
- c. Nothing in these Terms is intended to exclude your rights under UU No. 8 Year 1999.

## 10. INVIGILATORS AND OBSERVERS

- a. UTC does not provide invigilators to supervise the ICAS test at the school.
- b. Registered Schools are responsible for organizing their own invigilators.
- c. ICAS assessment must be invigilated by school teachers.
- d. UTC does not provide observers for each Registered School. There will be an observer in every city to monitor ICAS tests in random registered schools.

## 11. ELIGIBILITY FOR MEDALS

- a. Students enrolled in all Registered Schools and who sit ICAS Assessments during the Sitting Period are eligible to compete for medals. Students enrolled in Registered Home Schools or Designated Institutions are **not** eligible to compete for medals.
- b. Janison may award medals to a student who achieves a top score in their year level in their state or territory for the ICAS Assessments sat, which Janison judges to be sufficiently meritorious.
- c. To ensure the integrity of ICAS Assessments, Janison reserves the right to investigate any fact or matter which it believes may have affected a student's performance or eligibility for a medal.

## 12. DELIVERY OF SERVICE

- a. Janison/UTC will deliver the Product and/or provide the Service to you after it has received payment from you. Janison/UTC will use all reasonable endeavors to ensure that you receive access to the Product and/or receive the Service within a reasonable timeframe.

## 13. CANCELLATION BY JANISON/UTC

- a. Your order may be cancelled:
  - i. where the relevant product is no longer available; or
  - ii. there is an error in the price or description of the Product listed;
  - iii. you have not made a payment and the assessment is less than 3 days away.

#### 14. CANCELLATION, REFUNDS AND ALTERNATIVE SITTING PERIOD

- a. Cancellation cannot be performed to all candidates from a Registered School except if the Registered School suffers unforeseen circumstances such as merger or closure that render it impractical to conduct an Assessment during a Sitting Period and no Alternative Sitting Period can practically be held.
- b. Cancellation to individual candidates from a Registered School when a candidate is transferred to another school before Sitting Period. Schools must provide official proof to request a refund.
- c. Alternative Sitting Period can only be requested if the Registered School suffers a Force Majeure Event (Section 16).
- d. If Janison is unable to deliver an Assessment during a Sitting Period (or a further agreed Alternative Sitting Period) due to reasons within Janison's reasonable control, Janison/UTC will, in the first instance, provide the Registered School with a further Alternative Sitting Period and, in the event that an alternative sitting period is not practical, then we will provide a refund.
- e. In the event that a Registered School decides to unilaterally cancel a Test Event, the Registered School shall be responsible for:
  - i. notifying UTC by sending an approval letter from the School Principal;
  - ii. awaiting the outcome of the request as determined by UTC, which may or may not be granted in UTC's discretion; and
  - iii. notifying and informing parents of their intention to cancel;
  - iv. and in those circumstances UTC shall not be liable for any refund to the parents or the School. In these circumstances, the School will advise the parents of their own liability for the payment of a refund to them.

#### 15. CONFIDENTIALITY & PRIVACY

- a. Janison/UTC will collect personal information from a Registered School for the purposes of:
  - i. Delivering the Products and Services to the Registered School; and
  - ii. Generating reports, conducting research and analysis and improving its products and services.
- b. With respect to each students who will sit an assessment, the Registered School will need to collect the personal information of the student and disclose such personal information to Janison for the purposes set out in clause 15.a
- c. The Registered School must obtain consent from student's parent or guardian for Janison and UTC to collect the student's personal information for the purposes of set out in clause 15.a
- d. At the time of the collection of personal information from the student, the Registered School must issue a privacy collection statement in the form set out in Attachment 1 and 2.

- e. Any disclosure and collection of personal information will be in accordance with the Janison Privacy Policy and in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles and UU No. 27 Year 2022.
- f. Any Personal Information you provide to us for the purposes of us delivering our Product to you will be held in Australia. In making a purchase of our Product, you consent to your Personal Information being held in Australia. Janison may utilise third party's to assist us in delivering the Product and/or Services. Such third party's may be located overseas, for further information please see the Janison Privacy Policy.
- g. We may use de-identified and aggregated information provided for any business purpose, including sharing de-identified data with third party partners.
- h. Occasionally we may generate case studies or reports to be used for marketing purposes. We will contact you for your permission if we would like to feature your school.

## 16. INTELLECTUAL PROPERTY

- a. Janison owns, or is entitled to the use of, all copyright and other intellectual property rights in the online and printed versions of the product and product platform.
- b. You, your staff and students must not produce, transmit, communicate, adapt, distribute, license, sell, modify, publish or otherwise use any part of the product or product platform without permission from Janison. This material includes, but is not limited to, the design, layout, look, text, appearance, images, and the underlying computer code, whether the source code or object code.
- c. This grant of license does not include the right to make copies, sell, lend, borrow, upload, post on a School's intranet, or distribute any of the tests or past papers, except for the sole purpose of conducting the tests. Staff and students are prohibited from taking photographs, screenshots or otherwise copying the text/images of any test items (questions) that appear on the screen.
- d. Unauthorized use of the Product or Product Platform or any materials in which intellectual property rights subsist may give rise to a claim for damages or criminal action.
- e. Occasionally, Janison may work with partners (for example universities). Any third-party logos and/or marks are not able to be reproduced by you and do not form part of the license in clause 15.g.
- f. You agree, on behalf of your staff, students, and parents that any content provided to Janison (for example answers input by students responding to a question in an ICAS Assessment) (user generated content) may be used by Janison for its internal business purposes (for example in marking guides and training materials) to deliver and/or improve the Product and Services (purpose) and you provide Janison with a perpetual, royalty free, worldwide licence to copy, alter, distribute,

perform and/or display the user generated content to third parties, affiliated organisations or other users for the purpose (we can use the user generated content for our purposes with no payment to you).

- g. Display by Janison of the above user generated content will be de-identified (no name included). You agree that Janison may engage in actions or omissions that would, in the absence of your consent, amount to an infringement of moral rights.

#### 17. FORCE MAJEURE

- a. UTC and Janison will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract that is caused by any act or event beyond our reasonable control (force majeure event).
- b. If a force majeure event occurs that affects our obligations or performance, we will contact you as soon as reasonably possible to notify you of possible Alternative Sitting dates or to provide you with a credit note. A refund may be provided at the discretion of UTC/Janison.

#### 18. CHANGE TO TERMS AND CONDITIONS

- a. UTC and/or Janison reserves the right to update and change these terms and conditions as determined by us.
- b. **Survival of Terms.** Even after the Contract is completed, Clauses 8, 9, 15 and 16 continue to apply.

#### ATTACHMENT 2

##### PRIVACY COLLECTION STATEMENT (UTC)

In order to ensure the privacy and security of students and school staff involved in ICAS, we have developed the following privacy collection statement to inform you of the types of information we collect and how we use and protect that information.

- a. We will collect personal information about your students and staff involved in ICAS, including their name, contact information, and any other information that may be relevant to the test.
- b. We collect your students personal information for the purpose of conducting the test.
- c. We will only use student and staff information for the purposes for which it was collected. We will not disclose the information to third parties without your consent (except for those third parties necessary for us to carry out our Services or provide our Products e.g. observers, printing provider, courier provider etc), except where required by law.
- d. We will take reasonable steps to protect the collected student and staff information from unauthorized access, modification or disclosure. This information will be

stored securely and confidentially, and will only be accessible to authorized personnel who have a legitimate need to access it. We will retain this information for 5 (five) years from the date.

- e. Your students and staff involved in ICAS may request access to the personal information we hold about them, and request that it be corrected if necessary. If a student or their parent wishes the student's data to be removed from UTC's database/system, they should contact us through email: [info@icasindonesia.co.id](mailto:info@icasindonesia.co.id)
- f. By participating in ICAS, you are consenting to the collection, use and disclosure of your personal information in accordance with this privacy collection statement.