

CANDIDATE AGREEMENT

This is a legal agreement between you and the Law Society of Ontario (LSO). Your consent to the following terms and conditions is required before you may write a licensing examination online.

Terms and Conditions

I understand that the LSO will disclose information related to every candidate to its proctoring service provider MonitorEDU, including each eligible candidate's name, email address, LSO ID number, the name of the examination for which the candidate is eligible, and any accommodations provided for completing the examination. I understand that MonitorEDU also requires from each candidate their name, cell phone number, email address, IP address, the name of the examination the candidate is writing, and indication of the testing organization (LSO).

I understand that information required by MonitorEDU to provide their services will be temporarily stored in the United States as MonitorEDU is based in the United States. I have reviewed and agree to MonitorEDU's privacy policy, as linked in the Online Examination Rules and Protocol section of LSO's examination [Rules and Protocol](#).

The LSO maintains and contractually requires strict confidentiality and security of all examination materials and examination-related information. Stringent protocols and security measures have been put in place to ensure that the integrity of the licensing examinations and the examination content is always maintained. These measures are designed to eliminate any unfair advantage among candidates and avoid the high cost of replacing the examination content in the event of a security breach.

I have read and agree to the LSO's examination [Rules and Protocol](#) with attention to the Online Examination Rules and Protocol section.

All examination materials are the exclusive property of the LSO, are protected by copyright, and are subject to the law of copyright in Canada.

In order to preserve the confidentiality and security of the examinations, candidates are strictly prohibited at all times from disclosing to any person or organization, reproducing (by memorization, by electronic or by any other means) or publishing any examination content or any of the other examination materials. Such content includes but is not limited to topics, items, questions, scenarios, fact patterns, cases, correct answers, and incorrect answers, from an examination.

I shall not engage in any form of dishonesty, fraud, cheating, misrepresentation or other misconduct related to the licensing examinations, including, but not limited to:

- copying another person's answer to an examination question during a licensing examination;
- consulting an unauthorized source during a licensing examination;
- bringing into the examination area any unauthorized materials, such as notes taken or marks made during the examination including but not limited to those items not permitted;
- removing from the examination area any unauthorized materials, such as notes taken during the examination;
- being in possession of or using unauthorized information or materials prior to or during a licensing examination; or,

- assisting a person to carry out any of these activities, including failing to report information known about another candidate's breach of obligation(s) in the [Rules and Protocol](#), or a breach of any obligation specific to this agreement, to the LSO.

Any breach of the LSO's examination [Rules and Protocol](#), or other breach of this agreement, may result in actions taken by LSO, including, but not limited to, any of the following:

- preparation of a written report on the conduct of the candidate and its provision to the Professional Regulation Department for investigation;
- discipline and removal from the Licensing Process through a Good Character Hearing;
- disciplinary measures against a licensee where information concerning their conduct as a licensing candidate comes to LSO's attention after the individual is licensed;
- initiation of legal proceedings by the LSO against the candidate for damages; and,
- pursuit by the LSO of any other legal remedies available to it.

I understand that "live" video streams from my computer's webcam and second camera are being reviewed in real-time by remote proctors. During the examination, I agree to abide by reasonable requests made by the proctor to help ensure the integrity of the examination process. The proctor may request that I show multiple angle views of myself and immediate environment. I may also be asked to adjust the cameras, seating position, or objects within the examination environment. Failure to abide by the proctor's instructions may result in my examination session being flagged for further review or terminated and my examination results invalidated.

The video streams are not routinely recorded, however, in the event the proctor perceives any attempts at cheating or other irregular testing behavior, segments of my testing experience may be recorded for LSO's review.

I understand that if any technical issues prevent me from writing my examination on my scheduled day and time, MonitorEDU will work to remediate the issue and relaunch the examination as quickly as possible, or if necessary, reschedule my examination at a convenient time acceptable to the LSO.