



16pf.com ACCEPTABLE USE POLICY

This is the acceptable use policy for use of the 16pf.com website and any associated services, relating to the operations of The Institute for Personality and Ability Testing, Inc. (IPAT), a corporation incorporated in Delaware, USA with its principal place of business at 11590 N Meridian St, Suite 200, Carmel, IN 46032, USA and its associated company IPAT Holdings Limited with its principal place of business at Clarendon Business Centre, Clarendon House, 52 Cornmarket Street, Oxford OX1 3JH, each subsidiaries of Performance Assessment Network, Inc. (together, the PAN Group).

The PAN Group reserves the right to change this 16pf.com Acceptable Use Policy at any time without prior notice to you, so please check it regularly.

As part of the 16pf.com website and its associated services, users may upload or post to the website certain user-generated content. Such information generated from the actions of users may give rise to possible misuse of the 16pf.com website and/or data and information contained within it and/or to the possibility of discriminatory actions and/or bullying or harassing behaviours.

The PAN Group will not tolerate any form of unacceptable use of the 16pf.com website or associated services, nor will it tolerate any form of discrimination or discriminatory act or bullying or harassing behaviours, and will take a firm stance, and action where necessary, if there is cause to suspect any such actions to have taken place.

By using or accessing the 16pf.com website, you agree to be bound by this 16pf.com Acceptable Use Policy, our [16pf.com General Terms of Business](#) and our [16pf.com Privacy Policy](#) which govern the relationship between the PAN Group ("us") and users of the 16pf.com website and/or any associated services ("you"). If you do not agree to this 16pf.com Acceptable Use Policy, [16pf.com Privacy Policy](#) and/or our [16pf.com General Terms of Business](#) do not use the 16pf.com website or its associated services.

1. Definitions

1.1 "Data" means any and all data gathered by the Website and/or the PAN Group from use of the Website by Users, including any services associated to the (i) 16pf[®] instrument and (ii) Hilson™ and public safety related suite of products, and/or any other functions of the Website, and includes Personally Identifiable Information.

"Inappropriate Material" has the meaning set forth in Section 2.1.

"Information" means any data, facts and other information about you, and other Users, including actions you take, gathered by the Website and/or the PAN Group from use of other services connected to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products, and includes Data and Personally Identifiable Information.

"Materials" means all products and materials associated to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products, available via the Website, including our instrument related sample reports, training materials and other information and resources provided via the Website for the use of Users.

"PAN Group" means the group of companies which are subsidiaries of, or associated to, Performance Assessment Network, Inc. comprising Performance Assessment Network, Inc., The Institute for Personality and Ability Testing, Inc. and IPAT Holdings Limited, together with any other companies bought or set up by any of such companies in the future, and collectively may be referred to herein as "we" or "us".

“Personally Identifiable Information” means all data gathered by the Website and/or the PAN Group from use of other services connected to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products, relating to a living person who can either be identified by such data or who can be identified by such data and other information, which is in the possession of the PAN Group; such Personally Identifiable Information may include: User information; instrument related customer registration and account information; personal details given by or about Users (e.g. age, gender, qualifications); information given and comments made by Users; or other information provided by Users, which when cumulated with other information held by the Website and/or the PAN Group could identify a living individual.

“Users” means an entity or individual customer or customer administrator who uses the Website and/or any services associated to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products (and whose access has not been suspended or terminated).

“Website” means the website of the PAN Group available at www.16pf.com, or any successor website or website provided via an alternative URL; together with any other associated services made available by the PAN Group via the 16pf.com website or related to the 16pf.com instrument, including without limitation, ordering and downloading of Materials, and use of the 16pf.com shop.

1.2 The headings in this 16pf.com Acceptable Use Policy are for convenience, and do not affect the interpretation of the provisions.

2 Use of the Website

2.1 By using the Website, Users undertake to use the Website and any Information contained therein, only for lawful purposes. You may not use the Website:

- in any way, in any country of use, that breaches any applicable federal, state or international law or regulation; is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or that commits any civil wrongdoing or civil harm;
- for the purpose of harming or attempting to harm minors or other Users or third parties in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as detailed in this 16pf.com Acceptable Use Policy;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or other form of similar solicitation (eg spam); or
- to knowingly transmit, or link to, any Inappropriate Material via the Website.

For the purposes of this 16pf.com Acceptable Use Policy, **“Inappropriate Material”** is material, including views or opinion, that under the laws of any jurisdiction is or does any of the following: unlawful, vulgar, harassing, threatening, stalking, abusive, harmful, racist, obscene, pornographic, malicious, profane, libellous, defamatory, misleading or invasive of privacy or that otherwise violates the legal rights of others; discloses private or personal matters concerning any person; discriminatory in any form; infringes any copyright, trademark or other intellectual property rights of the PAN Group or any third party; constitutes or encourages a criminal offence; purports to be posted by someone other than the person posting; purports to be validated or authorized by someone or some body or entity when it has not been; or contains a virus, worm, trojan horse or other harmful code or contaminating or destructive features, or any other software or programs that may damage the operation of this site or a third party's hardware or software or which may reasonably be expected to do so.

2.2 You agree not to access without authority, interfere with, damage or disrupt:

- any part of the Website;
- any equipment or network on which the Website or any Information is stored;
- any software used in the provision of the Website; or
- any equipment or network or software associated with the Website and owned or used by any third party.

2.3 If you use the Website other than in accordance with this 16pf.com Acceptable Use Policy, we reserve the right to take any of the actions detailed in clause 9 of this 16pf.com Acceptable Use Policy and/or the termination provisions within our [16pf.com General Terms of Business](#).

2.4 You should ensure that you have suitable scanning software, firewalls and other safeguards in place to protect you from any virus or other contaminant which may affect you directly or indirectly through your use of the Website.

3. Privacy

3.1 The PAN Group complies with the US-EU Safe Harbor Framework and the US-Swiss Safe Harbor Framework as set forth by the US Department of Commerce. The PAN Group has certified with the US Department of Commerce that it adheres to the Privacy Principles under such Safe Harbor programs.

Furthermore, entities within the PAN Group (Performance Assessment Network, Inc., IPAT Holdings Limited and The Institute for Personality and Ability Testing, Inc.) have entered into EU standard contractual clauses for transfers of data (the model contract), ensuring adequacy of privacy measures in accordance with EU data protection principles, including undertakings to act in respect of PAN Group data in accordance with our privacy and information security measures.

These mechanisms provide processes for US companies to comply with EU data protection principles and specifically EU directive 95/46/EC on the protection of personal data (Personally Identifiable Information for US purposes). The US-EU and US-Swiss Safe Harbor programs enable US companies to register their certification with the US Department of Commerce under Safe Harbor Privacy Principles if they meet the requirements.

Therefore foreign transfers of Personally Identifiable Information made to the PAN Group from the EU/Switzerland and made by it to the EU/Switzerland will be dealt with under and in accordance with the PAN Group's model contract and/ or certification under such Safe Harbor programs.

3.3 You should read our [16pf.com Privacy Policy](#) as it will help you understand how we collect, use, store and otherwise process your Personally Identifiable Information and other Information.

4. Conduct of Users; Content standards

4.1 You agree to use any of the posting and uploading features of the Website only to post and upload information and material that is legal and related to the subject matter of the Website which are reasonably deemed appropriate provided such does not contain Inappropriate Material. Where we, in our absolute discretion, deem information or material provided by you to not be appropriate, we reserve the right to delete it.

4.2 You agree to comply with the following content standards when using the Website and warrant and undertake that:

- Content shall:
 - be accurate, in relation to statements of fact;
 - be genuinely held and made, in relation to statements of opinion; and
 - comply with applicable laws and regulations in the US and in any country from which they are posted; and
- Content shall not:
 - contain any Inappropriate Material;
 - contain any formal survey, contest, pyramid scheme or chain letter;
 - contain any material that infringes any trademark, copyright, trade secret or other intellectual property or proprietary right of any party, including the PAN Group, or breaches any confidentiality or privacy obligations, unless you are the owner of such material or

- have the express written permission of the owner to post or transmit such material; or
 - give the impression that they emanate from, or are endorsed by, the PAN Group if that is not the case; and
- You shall not:
 - publish, post, upload, distribute, disseminate or circulate any Inappropriate Material;
 - advertise or offer to sell any goods or services for any commercial purpose unless you have our written permission;
 - download any information, material or files posted by the PAN Group or another User that you know, or reasonably should know, cannot be legally distributed in such manner, without PAN Group's or the User's, as the case may be, express written permission;
 - impersonate another User, person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary or other information or material contained in information that is posted on the Website; or
 - restrict or inhibit any other User from using and enjoying the Website.

4.3 You shall be responsible for any content, including uploading information and documents, posts and transmissions, you make to the Website. You may edit or remove your own content but not that of any other User (unless you are expressly authorized to do so on behalf of that User) or of the PAN Group.

4.4 The PAN Group has the right but not the obligation to monitor or moderate any content provided on the Website and the PAN Group shall not be responsible as author, editor or publisher of any content submitted. We refer you to clause 9 for Consequences of Misuse of the Website.

4.5 Any views or opinions expressed by any User are those of such User alone and do not necessarily reflect those of the PAN Group.

5. Information and material provided by the PAN Group

5.1 The Website provides information and Materials solely for use in accordance with this 16pf.com Acceptable Use Policy, our [16pf.com General Terms of Business](#) and our [16pf.com Privacy Policy](#). Any use other than in accordance with such shall entitle the PAN Group to take measures as set forth in clause 9 of this 16pf.com Acceptable Use Policy and/or the termination provisions within our [16pf.com General Terms of Business](#).

6. Information and Material provided by You

6.1 You should refer to clause 3 of our 16pf.com Privacy Policy in relation to any information or material you share with Users or otherwise add to the Website.

6.2 We reserve the right, without any obligation, to delete, edit or otherwise deal, in our absolute discretion, with any information or material or content uploaded, or otherwise submitted by you to the Website including, without limitation, video, audio, still photographs and artwork, links, embedded content, data, information, software, text, Personally Identifiable Information and other Information.

6.3 Except as expressly set forth herein, we do not make any warranty nor assume any legal liability or responsibility for the accuracy, completeness or truth or appropriateness of any information or material posted on the Website by you or other Users and you are responsible for checking and validating such.

7. Safety of Your Personally Identifiable Information

7.1 We endeavor to keep the Website and all Information and content contained within the Website safe for you in relation to any Personally Identifiable Information, but we cannot guarantee it. You should read our 16pf.com Privacy Policy in relation to protection

of your privacy and handling of your Personally Identifiable Information. In order to assist to keep the Website and content safe, you undertake that you will at all times when using the Website, comply with the requirements of this 16pf.com Acceptable Use Policy and specifically you undertake that you will not:

- send or otherwise post unauthorized commercial communications (such as spam) on the Website;
- collect User content or information, or otherwise access the Website, using automated means (such as harvesting bots, robots, spiders or scrapers) without our permission;
- upload viruses or other malicious code;
- solicit subscription, registration or login information or access an account belonging to someone else;
- bully, intimidate, or harass any User;
- post content that is considered Inappropriate Material as set out in clause 2.1;
- use the Website to do anything unlawful, misleading, malicious or discriminatory;
- do anything that could disable, overburden, or impair the proper working of the Website, such as a denial of service attack; and/ or
- facilitate or encourage any of the above.

8. Safety of Other Users' Rights and prevention of Bullying and Harassing Behaviors

8.1 We endeavor to keep the Website and the content contained therein safe for our Users in relation to any Personally Identifiable Information, and free from bullying or harassing behaviors, but we cannot guarantee it. In order to assist to keep the Website and content safe for other Users and to prevent bullying and harassment of Users, you undertake that you will at all times when using the Website, comply with the requirements of this 16pf.com Acceptable Use Policy in relation to other Users' rights, and specifically you undertake and agree that:

- you will not post content or take any action on the Website that infringes or violates someone else's rights, or constitutes, in our absolute discretion, bullying behavior, or otherwise violates the law. For the purposes of this 16pf.com Acceptable Use Policy, "bullying" behavior shall include where repeated inappropriate and/or incorrect information is applied to a User by another User, or where a description of a User is offensive or harassing or otherwise contains Inappropriate Material;
- we can remove any content or information you post on the Website if we believe that it violates this 16pf.com Acceptable Use Policy;
- if we remove your content for infringing someone else's copyright (for example, by loading material that you do not have permission to upload), and you believe we removed it by mistake, we will provide you with an opportunity to appeal;
- if you repeatedly infringe other Users' or third parties' intellectual property rights, we will disable your account when appropriate. You should refer to clause 9;
- you will not use our copyrights or trademarks or any confusingly similar marks, without our written permission; and/ or
- if you collect information from other Users, you will: obtain their consent, make it clear you (and not the PAN Group) are the one collecting their information, and post a privacy notice explaining what information you collect and how you will use it.

9 Consequences of Misuse of the Website

9.1 The PAN Group has the right to monitor and moderate content added to the Website and we are authorized by you in our absolute discretion, and without notice, to remove, disable access to, or amend, edit or delete any contribution which we deem, in our absolute discretion, to be in breach of this 16pf.com Acceptable Use Policy or otherwise inappropriate, and to remove, block or modify your use of the Website for any reason we deem, in our absolute discretion, constitutes non-compliance or a violation of our policies, whether stated, implied or otherwise.

9.2 Further, when we consider that a breach of this 16pf.com Acceptable Use Policy or our [16pf.com General Terms of Business](#) or our [16pf.com Privacy Policy](#) has occurred, including through the posting of Inappropriate Material, we may in our absolute discretion, take such action as we deem appropriate and this may result in us taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Website, without notice;
- immediate, temporary or permanent removal of any content posted on the Website;
- issuing a warning to you;
- suspend your account and/or subscription;
- terminate your account and/or subscription and your right to use the Website, including in accordance with the termination provisions within our [16pf.com General Terms of Business](#);
- legal action against you; and/ or
- disclosure of such information or material to federal, state or other law or regulatory enforcement authorities as we reasonably deem necessary or as required by law.

9.3 If we withdraw your right to use the Website, we will notify you by email or at the next time you attempt to access the Website. We may also delete or disable your account. You should also refer to the termination provisions within our [16pf.com General Terms of Business](#).

9.4 You hereby agree to indemnify the PAN Group, keep us indemnified and hold us harmless from and against any and all costs, claims, losses, damages and expenses (including reasonable legal fees) sustained or incurred by us, our affiliates or sub-contractors, directly or indirectly, in any jurisdiction, as a result of the use or misuse by you of the Website.

9.5 We shall fully cooperate with any law or regulatory enforcement authority or court order requesting or directing us to disclose the identity or locate anyone contributing any information or material in breach of this 16pf.com Acceptable Use Policy. We exclude our liability for all action we may take in response to breaches. The actions detailed in this clause 9 are not limited and we may take other action we deem appropriate.

10 General

10.1 This 16pf.com Acceptable Use Policy, together with our 16pf.com General Terms of Business and 16pf.com Privacy Policy which are supplemental to, and made a part hereof, contain the entire agreement between the parties regarding the Website, unless otherwise stated here or therein.

10.2 If we fail to enforce, or delay enforcement of, any provisions of this 16pf.com Acceptable Use Policy, it will not be considered a waiver of our rights to do so.

10.3 This 16pf.com Acceptable Use Policy was produced in April 2016 and covers the PAN group of companies including The Institute for Personality and Ability Testing, Inc. and IPAT Holdings Limited and associated companies in respect of the Website and other operations connected to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products, and related goods and services. The PAN Group reserves the right to modify or update this 16pf.com Acceptable Use Policy from time to time without notification to you, so please check it regularly.

10.4 This 16pf.com Acceptable Use Policy and all contracts entered into with the PAN Group in respect of business related to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products are governed by the laws of the State of Indiana, USA in respect of the PAN Group's US operations (including through Performance Assessment Network, Inc. and/or the Institute for Personality and Ability Testing, Inc.) and England and Wales in respect of the PAN Group's UK, EU and rest of world operations (including through IPAT Holdings Limited), and the place of performance of obligations will be Indiana, USA or England, as applicable.

11 Further Information and Complaints

11.1 If you wish to raise a query or make a complaint regarding the Website, any associated services thereon, or require assistance in relation to our products and services, please contact us:

US and Canada: e-mail: custserv@panpowered.com or telephone: 1-877-449-TEST
UK, EU and rest of world: e-mail: custservGlobal@panpowered.com or telephone: +44-1865-304053.

11.2 Where we receive a complaint concerning content placed by Users on the Website, we will review the content to determine whether it complies with our content standards and this 16pf.com Acceptable Use Policy, our [16pf.com Privacy Policy](#) and [16pf.com General Terms of Business](#). We will deal with any content which, in our opinion, violates our standards, in accordance with this 16pf.com Acceptable Use Policy. We will inform you of the outcome of our review within a reasonable time of receiving your complaint.

11.3 If you have questions about any aspects of this 16pf.com Acceptable Use Policy, please contact us as follows:

US and Canada: e-mail: custserv@panpowered.com or telephone: 1-877-449-TEST
UK, EU and rest of world: e-mail: custservGlobal@panpowered.com or telephone: +44-1865-304053

or write to us at:

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