



NetAssess[®] International

NETASSESS INTERNATIONAL TERMS OF BUSINESS

These are the standard terms of business for the use of NetAssess International™ (NAI) and related operations of the The Institute for Personality and Ability Testing, Inc., 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 these Terms of Business at any time without prior notice to you, so please check them regularly. Any new features that improve or supplement NetAssess International, including the release of new material and/or functionality, shall be subject to these Terms of Business and continued use of NetAssess International after their introduction shall constitute acceptance.

In the event of any conflict between these Terms of Business (as displayed on our website) and those elsewhere, these Terms of Business (as displayed on our website) shall prevail.

By using NetAssess International, you agree to be bound by these Terms of Business, together with our Ethics Guidelines, as well as the 16pf.com [General Terms of Business](#) as applicable, and our [16pf.com Privacy Policy](#) which together govern the relationship between the PAN Group ("us") and NetAssess International users ("you"). If you do not agree to these, do not use NetAssess International.

1. Definitions

- 1.1** "**Credits**" means any pre-paid credits purchased by Customers from, or issued to Customers by, the PAN Group to enable Users to request questionnaires and receive reports available from NAI.
- "**Customers**" means an entity or individual who has contracted with the PAN Group for access to NAI (who may or may not be a User and whose access has not been suspended or terminated); Customers may be referred to herein as "you" or "they".
- "**Data**" means any and all data gathered by NAI and/or the PAN Group from use of NAI by Customers, and includes Personal Data.
- "**Information**" means any data, facts and other information about you, including actions you take, and includes Data and Personal Data.
- "**Materials**" means all electronic products and materials available via NAI, including such questionnaires and reports as are available in various languages from time to time via NAI.
- "**NetAssess International**" or "**NAI**" means the PAN Group's proprietary web-based platform for the scoring and reporting of psychometric questionnaires, known as NetAssess International or NAI, the website at www.netassessinternational.com or any successor to such website, together with the services or functions associated therewith and made available on the NAI website, as owned and controlled by the PAN Group.
- "**Personal Data**" means all personally-identifiable information or data gathered by NAI 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 NAI and/or the PAN Group; such Personal Data may include: Customer and/or User registration information; respondent responses to questionnaires; respondent scores derived from such responses; personal details given by or about Users (e.g. age, gender, qualifications, which may include sensitive personal data (as referred to in the UK Data Protection Act 1998) and/or personally identifiable, protected health information (PHI); information given by Customers; or other information provided by Customers and/or Users and which when cumulated with other information held by NAI and/or the PAN Group could identify a living individual.
- "**User**" means an individual user registered (with the permission of any associated Customer) to use NAI who is qualified to use the Materials (whose access has not been suspended or terminated). Users may be referred to herein as "you" or "they".



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1.2 The headings in these Terms of Business are for convenience, and do not affect the interpretation of the provisions.

2. Use of NAI

2.1 NAI is available to Customers and Users who have registered with NAI, by completing the registration process, and allocated registration details.

2.2 The Customer and User shall ensure that the password allocated is only used by that Customer who shall at all times comply with these Terms of Business. Log-in and password details shall not be shared between multiple Users. An order may be refused or cancelled by the PAN Group if it has reasonable grounds to believe that it has not been placed by a bona fide User.

2.3 Customers are responsible for ensuring the security of theirs and Users' registration details, including log-in and passwords. Any loss or theft of such details should be reported to the PAN Group as soon as possible in order that replacement log-in and passwords may be created.

2.4 If a User ceases to be an employee of, or associated with, its employer (the Customer), the Customer shall inform us as soon as reasonably possible, and we shall delete the name of the User from our register. For the avoidance of doubt, if the Customer fails to inform us of any change to its list of permitted Users, and a former employee or associate of the Customer continues to use NAI, the Customer shall be and remain liable for any such use of NAI.

2.5 Use of NAI is subject to these Terms of Business, our [Privacy Policy](#) and the [Ethical Use Guidelines](#). In the event that a Customer or User fails to comply with these or any of them, we reserve the right to refuse or suspend access to NAI and the Service and/or to terminate your subscription to NAI in accordance with Clause 9.

2.6 We seek to uphold the guidelines established by the American Psychological Association (or other appropriate bodies outside the US) on the sale and use of psychometric instruments. Customers shall adhere to the ethical use guidelines relating to our Materials contained in the [Ethical Use Guidelines](#). Where further information on the ethical use of psychometric instruments or details of training offered by the PAN Group are required, please refer to our website at www.16PF.com, as applicable, or contact us at 1-877-449-TEST (USA and Canada) or +44-1865-304053 (UK, EU and rest of world).

3. Ordering

3.1 When a User requests a report in the "Reports" screen of the NAI website, and then confirms the request in the "Checkout" screen, an order has been placed.

3.2 Orders deleted or cancelled by the Customer or User after confirmation will not be refunded.

3.3 An order may be refused if the PAN Group has reasonable grounds to believe that it has not been placed by a *bona fide* Customer.

3.4 The PAN Group may refuse orders for the supply of certain Materials from Customers in certain countries, if applicable.

3.5 We will use our reasonable endeavors to ensure that NAI reports are emailed to the Customer and/or User, as applicable, on the same day that the NAI report is requested.

4. Payment Terms

4.1 Unless otherwise agreed in writing, we will process orders for reports through NAI only by online payment using a valid debit or credit card at the time of making the order.

4.2 Prices for reports available on NAI shall be at the prevailing rates, as set forth by the PAN Group. Taxes according to jurisdiction will be added to the price where applicable.

4.3 We reserve the right to charge you interest and costs of recovery in accordance with current local legislative provision.

4.4 Where a transaction is completed through NAI by credit or other card, the PAN Group shall be responsible for the processing of such transaction.



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5. Credits

5.1 Credits shall have a duration of use of twelve (12) months from the date of purchase, subsequent to which any unused Credits shall expire. Credits shall be utilized on a first-purchased/first-used basis.

5.2 Credits are non-refundable and must be for specific report types in specific quantities; we regret it is not possible to pre-pay for general credits usable for any of our range of reports.

5.3 Credits are non-refundable.

6. Customer and User Obligations

6.1 The Customer and Users shall use NAI and the Materials only in accordance with all applicable laws and regulations, and in compliance with these Terms of Business, [Privacy Policy](#) and [Ethical Use Guidelines](#).

6.2 The Customer and Users understand and acknowledge that in order to use NAI certain technical requirements relating to hardware and software available to the User will need to be met. Further details can be supplied on request.

6.3 Users may provide the Materials to individual test takers in order for such test takers to be assessed under the Customer's or User's supervision; in no other circumstances shall the Customer or the User give, sell, or otherwise dispose of, the Materials, to third parties or act as agent or distributor of the Materials. Any on-selling or any unauthorized use, reproduction or modification of the Materials is strictly prohibited.

6.4 Neither the Customer nor the User may make use of any Information (including Data and Personal Data) collected as a result of the use of NAI to create products for commercial sale or other commercial exploitation.

6.5 Where a Customer is an entity with individual Users within its employ, it shall ensure that any and all Users comply with the obligations set out in Clauses 6.2 to 6.5 as if such Users were the Customer.

6.6 The Customer shall indemnify the PAN Group in the event that the PAN Group or any of its licensors suffer any losses, claims, liabilities, damages, expenses or costs as a result (whether direct or indirect) of any breach by the Customer or any associated User(s), of Clauses 6.2 to 6.5.

6.7 The Customer shall further indemnify the PAN Group in respect of any claims brought by a respondent or client of the Customer against us or our licensors in relation to the Customer's use of NAI and/or the Materials.

6.8 All Customers and Users shall be required, in using Materials, to verify any local requirements and/or restrictions on using psychometric tests in general and the Materials in particular, in that jurisdiction, whether imposed by law, regulation or by a local regulatory or governmental body and including US Export Administration Regulations, as well as end-user, end-use and destination restrictions which may be issued by the US and/or other governments. Where any local requirements and/or restrictions exist that prevent use of Materials within a particular jurisdiction, it shall be the responsibility of the Customer and User to ensure that it fully complies with any and all local requirements and/or restrictions.

6.9 Where any individual or entity uses Materials in a particular jurisdiction in contravention of any local requirements and/or restrictions, as referred to in Clause 6.8, whether knowingly or inadvertently, such individual or entity shall be solely responsible and liable for such use and shall hold harmless and indemnify the PAN Group in respect of any loss or claim by a third party against the PAN Group arising from such. Further, in the event that a Customer and/or User has failed to ensure that any Materials may be legitimately used within a particular jurisdiction and subsequently purchases Materials for use in that jurisdiction, such Customer and User shall be liable for the costs thereof, and the PAN Group shall bear no responsibility or liability for return of such Materials or the reimbursement of any associated costs.

6.10 If the Customer uses customization facilities available on the NAI website to apply different branding to the NAI website or to alter or deviate from the standard supplied wording in relation to the content of emails sent via NAI, the Customer shall ensure that it possesses all necessary intellectual property rights or permissions and that any changes are lawful, appropriate and related to the subject matter of NAI. The PAN Group shall have no responsibility or liability in relation to any such customization of NAI, including any infringement of third party intellectual property rights, misuse, or unlawful or inappropriate content.



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7. Intellectual Property

7.1 NAI, the NAI website and the Materials are owned by, or licensed to, the PAN Group and the PAN Group owns and/or licenses from third parties all proprietary rights therein including all trademarks, patents, rights to inventions, copyright, moral rights, design rights, business names and domain names, rights in get-up and trade dress, database rights, goodwill and the right to sue for passing-off,

including know-how and trade secrets, whether registered or unregistered, and any other intellectual property rights therein, subsisting now or in the future in any part of the world.

7.2 Your use of NAI gives you, the Customer and/or User, no rights in or to, other than the license to use, the intellectual property in NAI, the NAI website or the Materials.

7.3 No proprietary notice, including any copyright or trademark notices, shall be removed from any version or copy of the Materials.

7.4 NAI and/or the Materials may not be resold, rented, lent, leased, exchanged, given or otherwise disposed of to third parties. Subject to Clause 7.6, neither Customers nor Users shall be permitted to modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on NAI, the NAI website and/or the Materials.

7.5 Subject to Clause 7.6, reproduction of NAI and/or the Materials, in whole or in part, in any form or media, by any process (including posting on the internet or any intranet, unauthorized emailing, being stored in a retrieval system, or transmitted in any form or by any means, whether electronic, mechanical, photocopying, recording or otherwise), is prohibited except where: (i) expressly permitted by law; or (ii) such reproduction is for the purposes of using NAI in accordance with these Terms. For the avoidance of doubt:

7.5.1 reproduction of questionnaires is not permitted; and

7.5.2 any NAI reports copied, may only be copied a reasonable number of times and only used for the purpose of internal record-keeping and other similar purposes related directly to the use of such by the respondent(s).

7.6 In relation to content of psychometric reports, a Customer shall be permitted to extract and use certain content (including text, graphs and profile charts) ("Report Extract(s)") solely for inclusion by Customers in their own summary or detailed reports further provided to test-takers ("Customer Reports") provided that the following conditions are complied with:

7.6.1 no content or formatting of the Report Extract(s) shall be altered or adapted;

7.6.2 The PAN Group's copyright and trademark statements are included within the Customer Report, accompanying the Report Extract(s) as follows:

"© [insert date of copyright as included on the specific report from which the Report Extract is obtained] Institute for Personality and Ability Testing, Inc. (IPAT), 11590 N Meridian St, Suite 200, Carmel, IN 46032, USA. IPAT is a subsidiary of Performance Assessment Network, Inc. All rights reserved."; and

"®16pf is a registered trademark of the Institute for Personality and Ability Testing, Inc. (IPAT) in the USA, the European Community and other countries.

IPAT is a wholly owned subsidiary of Performance Assessment Network, Inc."; and

7.6.3 the psychometric report from which the Report Extract is obtained shall be provided by the Customer in full to the test-taker, either accompanying the Customer Report or separately.

7.7 The PAN Group shall not be liable or responsible to the Customer or any test-taker or any third party for any Customer Report, or content thereof, in which or with which the Report Extract is used, nor for any interpretation, misinterpretation, use or misuse of the Report Extract, or content thereof, when included in the Customer Report, or when applied in the context of, or in conjunction with any other content within, such Customer Report. The Customer shall hold harmless and indemnify the PAN Group in respect of any claim, loss, liability, damages, expenses or costs (including reasonable attorney fees and expenses) whether direct or indirect, caused or as a result of such.

7.8 Any Materials provided to US Government pursuant to solicitations made by the US Government are provided with the commercial license rights and restrictions described herein.



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8. Privacy and Data Protection

8.1 The PAN Group is committed to protecting and respecting privacy and to acting in compliance with the UK Data Protection Act 1998, where applicable, and other applicable regulations related to privacy. You should read our [Privacy Policy](#) as it will help you understand how we collect, use and store Personal Data and other Data and Information.

8.2 From time to time, we may wish to use Customers' names in marketing materials, as examples of the customers that use NAI. If you do not wish us to do so, please notify us in writing. We may also contact Customers from time to time requesting information on how you use NAI and how you find the service. Any feedback given by you may be used for marketing purposes but where we wish to use this in the form of a case study or similar publication, we will seek your approval.

9. Cancellation and Termination of Subscription; Effects of Termination

9.1 The PAN Group may suspend or terminate a Customer's or Users' access to NAI: (i) forthwith in the event of any actual or threatened breach by a Customer or its Users of these Terms of Business or our [Privacy Policy](#) or [Ethical Use Guidelines](#); or (ii) upon fifteen (15) days written notice at will. In such event, you will be notified of such suspension or termination.

9.2 Upon cancellation or termination, Customer and any and all associated Users shall immediately cease all use of NAI.

9.3 Termination or expiry of your access to NAI shall not terminate the obligations of Customers and Users in respect of the PAN Group's intellectual property rights, indemnity and data protection, and Clauses 7, 8, 10 and 11 shall survive any such termination or expiry.

10. Warranties; Liability and Limitations

10.1 The PAN Group warrants that it has the right to make NAI available to Customers and undertakes to endeavor to ensure that the NAI website is available and updated as reasonably necessary.

10.2 THE FOREGOING WARRANTY IS THE ONLY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, GIVEN BY THE PAN GROUP IN RELATION TO USE OF NAI, THE NAI WEBSITE AND/OR THE MATERIALS. THESE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY SET OUT HEREIN, GIVEN BY THE PAN GROUP IN RELATION TO USE OF NAI, THE NAI WEBSITE AND/OR THE MATERIALS. FURTHER, EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS OF BUSINESS, THE PAN GROUP EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, REPRESENTATIONS, TERMS, CONDITIONS AND UNDERTAKINGS, WHETHER IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE. THE PAN GROUP EXPRESSLY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CURRENCY, PERFORMANCE, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF NAI, THE NAI WEBSITE AND/OR MATERIALS OR OTHER DOCUMENTATION PROVIDED PURSUANT TO NAI AND/OR THESE TERMS INCLUDING NO WARRANTY THAT NAI OR THE NAI WEBSITE WILL OPERATE IN A TIMELY MANNER, WITHOUT INTERRUPTION OR DELAY OR BE ERROR- OR VIRUS-FREE OR THAT ANY DEFECTS CAN OR WILL BE CORRECTED. FURTHERMORE, WITHOUT LIMITATION, THE PAN GROUP DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF NAI OR MATERIALS OR OTHER DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, MEETING OF CUSTOMER REQUIREMENTS, OR OTHERWISE.

10.3 The Customer warrants and undertakes to be fully responsible and liable for all of its acts and omissions and those of its associated Users as if such acts or omissions had been its own. The Customer shall indemnify and hold harmless the PAN Group against any claim, demand, suit, damages, or judgment, including reasonable attorney's fees, costs and expenses incurred, arising, or alleged to have arisen, out of the use of NAI, the NAI website and/or the Materials by Customer or any of its associated Users, or which may be sustained or suffered by or secured against or imposed by reason of breach of any of the Customer's or User's obligations under these Terms of Business.



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10.4 Our liability arising under or as a result of the provision or use of NAI, the NAI website and/or the Materials, whether in contract, tort, breach of statutory duty or otherwise, will be limited to replacement of the goods or services.

10.5 Nothing in these Terms will exclude or limit our liability for death or personal injury caused by our negligence, or for any fraud on our part, or for any liability that cannot be excluded by law.

10.6 SUBJECT TO CLAUSE 10.5, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, OR SPECIAL DAMAGES FOR LOSS OF BUSINESS, PROFIT, REVENUE, DATA OR GOODWILL, OR FOR THE COST OF PROCUREMENT OF REPLACEMENT GOODS OR SERVICES, OR FOR LOST OR WASTED MANAGEMENT TIME OR THE LOST TIME OF OTHER EMPLOYEES ARISING FROM THE CUSTOMER'S AND/OR USER'S USE OF NAI, THE NAI WEBSITE AND/OR THE MATERIALS (WHETHER DIRECT OR INDIRECT) OR ARISING OUT OF THE USE OR INABILITY TO USE NAI, THE NAI WEBSITE AND/OR THE MATERIALS, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF ADVISED OF SUCH.

10.7 We will not be liable to any Customer or User or third party for any loss or damage caused by any NAI modification or price variation, interruption to or loss of service, or for any content or loss of content, Data or other Information as a result of suspension or termination of access to NAI except where such loss of content, Data or other Information is caused directly and solely by termination by the PAN Group without cause.

10.8 We have no liability for the inability of any Customer or User to access NAI, the NAI website or any emails that form part of NAI at any time. We reserve the right to carry out maintenance and development on NAI, which may cause interruption.

10.9 We do not make any representation or warranty regarding any linked sites available via NAI; these sites are provided for convenience of Users only and may not remain current or available. We will not be liable to any Customer or User in relation to any linked site or your use thereof.

10.10 Except as expressly set out in these Terms of Business, we exclude to the fullest extent permitted by law all warranties, representations, terms, conditions and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise.

11. General

11.1 These Terms of Business, together with our [Privacy Policy](#) and [Ethical Use Guidelines](#) which are supplemental to, and made a part hereof, contain the entire agreement between the parties regarding NAI, unless otherwise stated here or therein, and are binding on the Customer and any associated User.

11.2 If we fail to enforce, or delay enforcement of, any of these Terms of Business, it will not be considered a waiver of our rights to do so.

11.3 In the event that any provision of these Terms of Business shall be declared to be invalid by any court of competent jurisdiction, such invalidity shall not render any other provision invalid, and the balance of the Terms of Business shall continue in full force and effect and shall be binding on the parties hereto.

11.4 The PAN Group will not be liable to you for any lack of performance or unavailability or failure of NAI, the NAI website and/or Materials or any failure or delay to comply with these Terms, where such lack, unavailability or failure arises from any cause beyond our reasonable control.

11.5 These Terms of Business were produced in September 2014. The PAN Group reserves the right to change these Terms of Business at any time without prior notice to you, so please check them regularly.

11.6 In the event of any conflict between these Terms of Business (as displayed on our website) and those in our catalog or elsewhere, these Terms of Business (as displayed on our website) shall prevail.

11.7 These Terms of Business and all contracts entered into with the PAN Group in respect of the business related to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products, and related goods and services, 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.



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12. Further Information and Complaints

12.1 If you wish to raise a query or make a complaint regarding NAI, please contact us as follows. We will inform you of the outcome of our review within a reasonable time after receiving any complaint.

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:

Performance Assessment Network, Inc. and
The Institute for Personality and Ability
Testing, Inc.
11590 North Meridian Street
Suite 200
Carmel, IN 46032
USA

Incorporated in Delaware, USA

IPAT Holdings Limited
Clarendon Business Centre
Clarendon House
52 Cornmarket Street
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Registered Number 9474604