

Thomas International UK Limited
Standard Terms and Conditions for the Provision of Online Services

I. Definitions

"Thomas"	Thomas international UK Limited registered in England and Wales as a limited company under company number 02518079 with registered office at Harris House, 17 West Street, Marlow, Bucks, SL7 2LS.
"Administrator"	A person nominated by the Buyer to whom Thomas grants administrator access to the Services.
"Assessment"	The various products of Thomas as set out at http://www.thomasinternational.net/ourassessments.aspx from time to time.
"Authorised User"	A person authorised by an Administrator to access the Services (an Authorised User may also be an Administrator).
"Buyer"	The person (whether a company, partnership, LLP, individual or other entity) contracting with Thomas for Training Services or Seminars.
"Candidate"	A person requested by an Authorised User to access the Services for the purposes of competing an Assessment or (in the case of E-recruit) a person seeking employment with the Buyer.
"Credentials"	Information relating to any person (such as an access code, username, password, or biometric data) designed to grant them access to the Services, and/or to authenticate their identity.
"Fee"	is the price agreed with the Buyer for provision of the Services.
"Services"	Services provided through the Thomas website or where relevant data are entered into the Thomas system through the Thomas website, including (but not limited to) the provision of Assessments.
"Units"	Units purchased by the Buyer, where a certain number of Units permits access to a certain number of relevant Services as can be viewed in Admin Utilities/Purchasing/price chart. Units have no monetary value, are not redeemable on non-use, are not transferrable to third parties and are not available for the purchase of anything other than the Services.

2. Services

- 2.1 These terms and conditions are supplemental to the Thomas Standard Terms and Conditions, a copy of which is available on request, or which is available on the Thomas web site "<http://www.thomasinternational.net/TermsOfUse.aspx>". Where there is any conflict between these terms and conditions and the Thomas Standard Terms and Conditions, these terms and conditions shall prevail.

- 2.2 Thomas hereby grants the Authorised Users authorisation to access the Services for the purpose of initiating and administering Assessments in accordance with these terms and conditions, subject to the Buyer paying the Fee (whether by deduction of Units or otherwise) and otherwise complying with its obligations under these terms and conditions. Where the Services are provided by means of software components running on the Buyer's own systems, Thomas grants the Buyer a limited, non-exclusive copyright licence to use such components, such licence granting rights consistent with (but no more extensive than) the authorisation granted in this sub-clause 2.2 and terminating on termination of the authorisation.
- 2.3 Thomas may use sub-processors from time to time in its provision of the Services. Thomas will be liable for the acts and omissions of such sub-processors under this Agreement as if it performed such acts or omissions itself.
- 2.4 By administering and initiating Assessments, Buyers may grant Candidates authorisation to access the Services solely for the purpose of undergoing assessments.
- 2.5 Where Services are provided in exchange for Units, the relevant number of Units (will be deducted from the Buyer's account).

3. Buyer's Obligations

The Buyer:

- 3.1 shall not, and shall ensure that the Authorised Users shall not access or attempt to access to the Services other than through the URL supplied by Thomas;
- 3.2 shall not access any API providing access to the Services except where such API access has been explicitly granted by Thomas, and subject to the interface specifications supplied by Thomas from time to time;
- 3.3 shall ensure that all Authorised Users comply with the terms of this Agreement;
- 3.4 shall revoke the Credentials of any Authorised User where it believes that such Credentials have been compromised;
- 3.5 shall notify Thomas as soon as it becomes aware that the Credentials assigned to any Administrator have been compromised to enable Thomas to investigate the circumstances and withdraw (and replace) the Credentials;
- 3.6 shall follow, and ensure that Authorised Users follow, all reasonable instructions of Thomas in the use of the Services;
- 3.7 shall ensure that the Authorised Users have received appropriate training, and shall not allow anyone to attempt to conduct or interpret the results of any Assessment who has not had appropriate training; and
- 3.8 shall fully and effectively indemnify and hold harmless Thomas against all costs, claims, losses and expenses arising out of any claim from a third party arising out of any misuse of the Services or any breach of the foregoing obligations.

4. Materials and Copyright

- 4.1 Thomas or its licensor (Thomas International Limited and others) holds the copyright and database right in any and all material and services provided as part of the Services. The Buyer is expressly prohibited from copying any part of the Services (including its outputs) except to the extent necessary to receive the Services under this Agreement.
- 4.2 All books and materials supplied by Thomas are subject to copyright and other intellectual property rights and may not be copied, for any purpose, without express written permission from the copyright owner. Thomas tries to ensure that the information contained within the materials is accurate, but they are given as supporting material for events and are not a substitute for them. Information also tends to go out of date quickly. For this reason, the Buyer acknowledges that it should not rely on the contents of books or course materials provided by Thomas without verifying them.
- 4.3 Thomas may provide Assessment documentation on paper. The Buyer undertakes not to take copies of any such documents and only to use originals as provided by Thomas. The data provided by Candidates on such documentation is regarded in exactly the same way as data entered into the Services, once submitted to Thomas, and the Buyer's obligations to any Candidate to whom it supplies paper documentation are the same as the obligations it has to Candidates making use of the Services directly.

5. Data Protection

- 5.1 This clause 5 is to be interpreted with reference to the definitions contained in the Data Protection Act 1998 ("the Act")
- 5.2 Except where explicitly mentioned in these terms and conditions, Thomas is data processor of all personal data entered by Authorised Users and Candidates in the provision of the Services, and the Buyer is data controller. The Buyer acknowledges that personal data may be processed both (1) outside the European Economic Area and/or (2) by sub-processors and shall seek and obtain appropriate consent of all relevant data subjects to permit their personal data to be processed as contemplated by this Agreement, and in particular shall obtain their consent to the Privacy Policy www.thomasinternational.net/TermsOfUse.aspx.
- 5.3 Where it acts as data processor, Thomas undertakes to act solely on the instructions of the relevant data controller, and to comply with the seventh data protection principle (security).
- 5.4 Thomas will co-operate with and provide reasonable assistance to the Buyer in relation to any subject access requests received by the Buyer. Where Thomas receives subject access requests relating to data of which Thomas is the data processor and the Buyer is the data controller, Thomas shall refer the subject access request to the Buyer. Thomas may charge the Buyer for handling subject access requests based on its usual time and materials rates (and without reference to the fee which may be charged by the data controller to the data subject under the Act). The

Buyer shall indemnify and hold harmless Thomas against any claim from a data subject relating to a breach of the Act where Thomas is the data processor and is acting in compliance with clause 5.3 above.

- 5.5 The Buyer acknowledges and accepts that data provided to Thomas may be aggregated with other data and used for analytical purposes. Where it is used for analytical purposes, Thomas will ensure that the data are effectively anonymised prior to such use, and that no individual will be identifiable from the data once anonymised and aggregated.

6. Use of Assessments

- 6.1 The Buyer agrees and acknowledges that the results of Assessments are a tool to assist in Candidate (including employee) selection, retention, deployment and advancement, and are intended to be used as an aid by trained HR personnel. In particular, the Buyer undertakes that the results of Assessments are not to be used for redundancy selection.

7. Availability of Services

- 7.1 Thomas shall use reasonable endeavours to ensure that the Services are available at all times, but does not guarantee 24/7 uptime. The Client agrees and acknowledges that the Services will only be available where it maintains a sufficiently fast and reliable internet connection, and uses a browser environment which complies with Thomas guidelines published from time to time at www.thomasinternational.net. In particular, this may require the downloading of additional browser plug-ins to enable access to the content. Thomas is not responsible for such third party plug-ins and the Buyer is responsible for complying with any licence agreements which may apply to them.
- 7.2 The Buyer agrees and acknowledges that it is responsible for maintaining backups of its data, including those data held on Thomas systems.

8. E-recruit

Where Thomas provides the E-recruit service, the following additional terms apply:

- 8.1 The Buyer is responsible for ensuring that any job advertisements it prepares, any information it provides to Thomas and any recruitment process comply with all relevant laws and undertakes to fully and effectively indemnify Thomas against any cost, claim, expense or loss arising directly or from any failure so to comply.
- 8.2 The Buyer accepts and acknowledges that E-recruit is a tool which is intended to assist the Buyer in obtaining data about potential Candidates and in administering the recruitment process, and that it does not verify any of the information provided by the Candidates. The Buyer is responsible for verifying all information provided.
- 8.3 The Buyer grants Thomas a limited non-exclusive trade mark licence to use and reproduce the Buyer's name and logo as supplied by the Buyer on web pages comprising the E-recruit portal, to the extent necessary for Thomas to provide the E-recruit Services, but no further.

8.4 The Buyer accepts that the privacy policy presented to the Candidate, as in www.thomasinternational.net/TermsOfUse.aspx, is appropriate to the Buyer's business, unless alternative wording is explicitly agreed between Thomas and the Buyer.

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