



## 16PF.COM GENERAL TERMS OF BUSINESS

These are the 16pf.com General Terms of Business for use of the 16pf.com website and related services including purchase of the (i) 16pf<sup>®</sup> instrument and (ii) Hilson<sup>™</sup> and public safety related suite of products, and related operations of 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 Suite 13, 2<sup>nd</sup> Floor, Clarendon Business Centre, Clarendon House, 52 Cornmarket Street, Oxford OX1 3JH, each subsidiaries of Performance Assessment Network, Inc. (together, "**the PAN Group**"). References herein to "we" or "us" means to the PAN Group.

These terms may be supplemental to other terms and conditions as set forth on our website, as applicable, including without limitation, as applicable, our [Privacy Policy](#), [Acceptable Use Policy](#), [NetAssess International Terms of Business](#), [Ethical Use Guidelines](#), [Copyright and Trademark Notices](#) or guidance on [Use of Logos and Materials](#), and form a part of our contract with you. You should refer to the [Legal Notices](#) section of our website for further information.

The PAN Group reserves the right to change these 16pf.com General Terms of Business at any time without prior notice to you, so please check them regularly.

In the event of any conflict between these 16pf.com General Terms of Business (as displayed on our website) and any 16pf.com General Terms of Business included elsewhere, these 16pf.com General Terms of Business (as displayed on our website) shall prevail.

### 1. Definitions

In these 16pf.com General Terms and Conditions:

"**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 goods and services (who may or may not be a Qualified 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 the PAN Group from use of our (i) 16pf instrument and (ii) Hilson and public safety related suite of products, and related goods and services, and includes Personal Data;

"**Digital Content**" means any Materials or other goods which are supplied by the PAN Group in electronic form and not in a tangible form, including e-books, computer software, and other electronic content;

"**Guidelines**" means the [Ethical Use Guidelines](#) for the ethical use of tests and questionnaires;

"**Materials**" means materials of the PAN Group related to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products, and related goods and services, including without limitation, printed material, items/ scales, norms/algorithms, reports, software (including the Restricted Materials) and any other associated components and collateral;

"**Personal Data**" means all data held by the PAN Group 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 Personal Data may include: Customer and/or Qualified User registration information; respondent responses to questionnaires; respondent scores derived from such responses; personal details given by or about Qualified Users (e.g. age, gender, qualifications) and which may include sensitive personal data (as referred to in the UK Data Protection Act 1998); personally identifiable information; protected health information (PHI); or other information provided by Customers and/or Qualified Users and which when cumulated with other information held by the PAN Group could identify a living individual. Personal Data is comprised within Data;

"**Qualified User**" means the named individual test user identified on the Customer account, who is qualified to use the Materials (whose access has not been suspended or

terminated) and who is either the Customer or is employed by or otherwise contracted to the Customer; note the test user is not the test taker, respondent; and **"Restricted Materials"** means any psychometric test or materials (including questionnaire booklets, scoring keys and norm tables, answer sheets and profile sheets), in printed or electronic form or other media, which at the time of purchase or license are identified as restricted in the current catalog, in our other sales literature, on the website or on the tests or materials themselves; Restricted Materials are included within Materials; and **"these Terms"** means these 16pf.com General Terms of Business, as set forth on the 16pf.com website, and which may be supplemented by other applicable terms on the 16pf.com website or otherwise agreed in writing between us; and **"Trademarks"** means all the registered and unregistered trademarks used by the PAN Group in the course of its business relating to the (i) 16pf instrument and (ii) Hilson and public safety related suite of products, and related goods and services, and operations related thereto.

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

## **2. Supply of goods and services**

**2.1** The PAN Group undertakes to supply goods and services to Customers and Qualified Users in a professional and timely manner; in accordance with these Terms and other relevant terms and conditions set forth on the 16pf.com website; and in compliance with applicable laws.

**2.2** Where online administration and reporting of tests is provided, the [NetAssess International Terms of Business](#) will apply in addition to these Terms; and where consultancy services are obtained, we may enter into a supplemental letter of engagement with you, supplemental to these Terms.

## **3. Changes to goods, services and prices**

**3.1** Prices and specifications of Materials and services are correct at the time of publication in the PAN Group's current catalog or other relevant literature, but are subject to change without notice. Goods and services may also be withdrawn without notice.

## **4. Use of goods and services (including Restricted Materials and Digital Content)**

**4.1** Purchases of certain of the PAN Group's tests and questionnaires, including Restricted Materials, must be made by or on behalf of an identified Registered User who is qualified to use the Restricted Materials and has registered with the PAN Group in accordance with its registration procedures.

**4.2** In order to be registered to purchase and use certain of our Restricted Materials, a user must follow our [User Qualification Guidelines](#) and meet the applicable criteria. These include, without limitation: (i) in relation to the 16pf instrument, individuals must first take a PAN Group approved program of psychometric test training, through a PAN Group approved training provider, unless you hold a Master's degree in Occupational Psychology or Psychology respectively in which case you may be eligible for our open-access policy; and (ii) in relation to other instruments, including the Hilson and public safety related suite of products, and EJI tests, please refer to our User Qualification Guidelines and seek further guidance from Customer Service as required.

**4.3** To establish which Materials an individual is qualified to purchase, a registration form must be completed and returned to the PAN Group.

**4.4** Restricted Materials must be used only by Qualified Users and in accordance with applicable laws and the [Ethical Use Guidelines](#).

**4.5** Digital Content shall be provided to you in downloadable form, upon receipt of payment, by provision of a single copy of the Digital Content for download to your installed reader, to be saved on your computer. Use is restricted to the single user and is for personal use only.

**4.6** Digital Content is provided in immediately available form and is therefore non-refundable and non-transferable, in accordance with The Consumer Contracts (Information, Cancellation and

Additional Charges) Regulations 2013 (“**the Regulations**”). The Regulations do not apply to Digital Content in respect of minimum cancellation period for distance selling contracts (also referred to as “cooling off” periods).

**4.7** At the time of supply of Digital Content, details of any technical functionality requirements and instructions for use will be provided. In addition however, details of such are also provided within the description of the applicable Digital Content on the PAN Group’s website. These should be reviewed prior to purchase to ensure that your computer or other equipment meets the technical requirements for provision of applicable Digital Content.

**4.8** In relation to Digital Content which comprises computer software, the Customer accepts that it is entitled to use the Digital Content only in accordance with any applicable software license (the terms of which shall be deemed incorporated into these Terms).

## **5. Ordering**

**5.1** Any order placed by the Customer will be deemed to be an offer by the Customer to purchase the Materials subject to these terms and conditions.

**5.2** No order placed by the Customer will be deemed accepted by the PAN Group until:

- (a) written acceptance by the PAN Group of the order for goods and services; or
- (b) delivery of the Materials to the Customer; and
- (c) if requested by the PAN Group the Customer provides either:
  - (i) a written confirmation of the order; or
  - (ii) an official purchase order.

**5.3** When ordering Restricted Materials, the Customer must quote the name of the Registered User and his or her registration number. Orders may be refused if the delivery address is not that relating to a Registered User.

**5.4** Orders for Materials that do not appear in the PAN Group catalog or website are priced on a case-by-case basis. Please contact the Customer Service for a quotation and estimated fulfilment date.

## **6. Dispatch of orders**

Subject to availability, the PAN Group normally dispatches standard (non-personalized) Materials within one working day of receipt of any order but in any event within 30 calendar days of purchase, save for (i) Restricted Materials delivered via NetAssess International for which the [NetAssess International Terms of Business](#) will apply; and (ii) Digital Content which may be supplied immediately upon purchase and in relation to which clauses 4.5-4.8 apply. However, under no circumstances will the Customer be permitted to cancel the order for non- or late delivery unless the procedure in clause 9 (Claims) or 10 (Return for Refund or Credit) has been followed.

## **7. Shipping and packaging**

### For UK and EU orders:

Standard delivery charges to cover postage and packaging will apply to all Materials other than Digital Content and delivery by NetAssess International; if the Customer requires guaranteed next day delivery, please contact Customer Service ([custservGlobal@panpowered.com](mailto:custservGlobal@panpowered.com)).

Upon receipt, each order should be verified against the packing slip and original order. Should there be a discrepancy, you must notify Customer Service within fourteen days of the invoice date for adjustment.

### For US orders:

Standard delivery charges to cover postage and packaging will apply to all Materials other than Digital Content and delivery by NetAssess International; if the Customer requires guaranteed next day delivery, please contact Customer Service ([custserv@panpowered.com](mailto:custserv@panpowered.com)).

The PAN Group may collect and remit applicable state and local taxes. Please calculate the appropriate tax on your orders, or supply your tax-exempt number. Customer shall be liable for and pay any and all federal, state and local sales, use, license, ad valorem, value-added, property or other similar taxes resulting from the Materials or the use thereof.

Upon receipt, each order should be verified against the packing slip and original order. Should there be a discrepancy, you must notify Customer Service within 10 working days of the invoice date for adjustment.

## **8. Payment terms**

**8.1** If a Customer is not an authorized account holder, all orders must be paid for in full prior to shipment.

**8.2** At a Customer's request, or where an order is sent in without a check or credit card details, the PAN Group will issue a pro-forma invoice against which payment may be made. When full payment is received, the PAN Group will process such orders and provide the Customer with an official, receipted invoice.

**8.3** Where the PAN Group has quoted a price for goods and services in pounds Sterling (£), euro (€), US dollars (\$) or any other currency, the price shall be paid in accordance with the currency set forth on the invoice.

**8.4** Generally, credit accounts will only be offered to registered institutions and major corporate Customers (subject to credit approval) only. Payment terms on these accounts will be 30 days from the invoice date. Authorized account holders will be required to supply an official purchase order or written confirmation. The PAN Group reserves the right to request pre-payment for low-value orders below £250/ €350/ \$500. Where the order is telephoned to Customer Service, please send the official purchase order or written confirmation (clearly marked "Confirmation of telephone order") to the PAN Group on the same day or by first-class post. Orders will only be processed on receipt of written confirmation. Any written orders not clearly marked "Confirmation of telephone order" will be processed as new orders.

**8.5** It is a condition of sale that ownership of Materials does not transfer to the Customer until full payment is received by the PAN Group in respect of the Materials and any other sums which are or which become due to the PAN Group from the Customer on any account. If payment is not received by its due date, the PAN Group may repossess any Materials that have not been paid for.

**8.6** Where a transaction is completed online through the PAN Group's online store (at [www.16pf.com](http://www.16pf.com)) by credit or other card, the PAN Group shall be responsible for the processing of such transaction.

**8.7** Any such online transactions completed through the PAN Group's online store will be handled through our third party service provider in a secure manner. Further information can be found at [https://secure.worldpay.com/global3/brands/worldpay/payment/fixed/help\\_brand\\_en.html](https://secure.worldpay.com/global3/brands/worldpay/payment/fixed/help_brand_en.html).

**8.8** The following is the PAN Group's best interpretation of the current law governing VAT on Materials including Digital Content, but the PAN Group reserves the right to correctly apply VAT should this interpretation prove incorrect or be superseded.

**8.9** For any sales within the UK, regardless of location of the Customer, the PAN Group is required to add VAT at the standard UK rate to the cost of all goods or services that are not zero-rated.

**8.10** The PAN Group reserves the right to charge interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) or other applicable foreign legislation.

## **9. Claims for lost or damaged goods**

**9.1** All claims should be made in writing to the PAN Group's Customer Service, quoting the invoice and customer account numbers:

- (a) Within three days of receipt of Materials in respect of damage or discrepancies between Materials ordered and Materials received;
- (b) Within 21 days of dispatch in respect of non-delivery; and
- (c) Within one calendar month of dispatch in respect of defective Materials.

**9.2** The PAN Group's liability for non-delivery, incorrect delivery, or delivery of defective Materials will be limited, at the PAN Group's option, to replacement of the Materials free of charge or to a refund of the price of such Materials together with the price paid by the Customer for the original delivery.

**9.3** To ensure proper credit, claims must include the invoice number and customer account number. The PAN Group's liability for non-delivery, incorrect delivery, or delivery of defective Materials is limited; we reserve the option to either replace the Materials or refund the invoiced price of the Materials plus the original shipping charges paid by the Customer.

## **10. Return for refund or credit**

**10.1** The PAN Group will not accept any Materials for return without prior notice. To arrange return of Materials, contact the Customer Service, give the reason for the return and obtain a returns authorization. You will be sent a completed returns authorization form to enclose with the Materials you are returning. The PAN Group will not accept any Materials for return unless the Customer contacts the PAN Group's Customer Service within 14 calendar days for return on non-defective goods and within one month of dispatch by the PAN Group for defective goods. For the avoidance of doubt, Digital Content is non-refundable and non-returnable.

**10.2** In no circumstances will the PAN Group accept any Materials for return that are received more than 14 calendar days from the date of returns authorization, nor will any refund or credit be made in respect of Materials received by the PAN Group in a damaged or unsaleable condition. The PAN Group recommends that Customers send Materials by traceable means as, in cases of dispute over receipt of returned Materials, Customers will be expected to provide proof of receipt by the PAN Group. Upon receipt of the order cancellation and return authorization being given, and provided the returned goods have been received by the PAN Group within 14 days of cancellation or evidence of such return has been provided, the PAN Group will refund you within 14 calendar days of cancellation.

**10.3** The PAN Group will not reimburse any shipping or delivery costs incurred to return Materials, unless these costs are agreed by the PAN Group in writing prior to shipping or dispatch. In the event of return of a partial order where an initial shipping or delivery charge has been made by us, the PAN Group will not credit this charge, but nor will the PAN Group charge it again if additional items are dispatched to correct a PAN Group error.

**10.4** For returns not made necessary by reasons that fall under 'Claims' above, a handling charge will be made to cover the PAN Group's costs. This handling charge will be 10% of the returned order value, subject to a minimum charge of £10 + VAT; €15 + VAT; \$20 plus applicable taxes, as applicable.

**10.5** The PAN Group reserves the right to charge a handling fee as shown above on any return received without authorization, irrespective of the reason for return.

**10.6** Where a refund is due to a Customer and such is caused at the fault of the Customer, the PAN Group reserves the right to deduct any administrative bank/ credit card charges from such refund. Where the refund is necessitated at the fault of the PAN Group, no such deductions shall be made.

## **11. Customer's and Qualified User's Obligations:**

**11.1** The Customer represents, warrants, and undertakes that:

(a) in the event that the Customer is not also a Qualified User, the Customer shall ensure that only a Qualified User uses the Restricted Materials, that the Materials remain at all times in the possession and under the control of the Qualified User, and that the Qualified User complies with these Terms; and

(b) the Customer and Qualified User shall not license, lend, exchange, give or otherwise publish, re-distribute or dispose of Restricted Materials to third parties or act as agent, distributor or provider of the Restricted Materials other than providing them to individuals in order for those individuals to take the tests under the Qualified User's supervision and control; and

(c) Customer shall ensure that any log-in details and password allocated to the Customer and/or Qualified User are only used by that Customer and/or Qualified User as applicable, who each shall at all times comply with these Terms. 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; and

(d) Customers and Qualified Users are each responsible for ensuring the security of their own and their Qualified 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.

**11.2** [Change of address or employer](#): If Customer or Qualified User changes address or employment, Customer Service must be informed as soon as possible.

**11.3** [Supply of product outside Europe](#): Where your business is based outside Europe, please note that qualification in the use of certain instruments does not automatically mean that the PAN Group will be able to supply you with such instruments. If this applies to you, please seek advice from the Customer Service.

**11.4** All Customers and Qualified Users shall be required, in using the Materials, to verify any local requirements and/or restrictions on using psychometric tests in general and Materials in particular, in that jurisdiction, whether imposed by law, regulation or by a local regulatory or governmental body. Where any local requirements and/or restrictions exist that alter the criteria for, or prevent, use of the PAN Group's materials within a particular jurisdiction, it shall be the responsibility of the Customer to ensure that it fully complies with any and all such local requirements and/or restrictions. Where any Customer uses the Materials in a particular jurisdiction in contravention of any local requirements and/or restrictions, whether knowingly or inadvertently, such Customer 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 has failed to ensure that any the PAN Group materials may be legitimately used within a particular jurisdiction and subsequently purchases Materials for use in that jurisdiction, such Customer 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.

**11.5** [Ethical Standards for use of tests and questionnaires](#): Adherence to ethical standards in using any psychometric instrument is important to protect and preserve respondents' rights, as well as the integrity of the instrument. Qualified Users of the PAN Group's psychometric instruments are expected to achieve high standards in administering and interpreting the instruments, and in protecting the relevant copyright and trademarks. Qualified Users who can be shown to have violated the [Ethical Use Guidelines](#) or [Copyright and Trademark Notices](#) or guidance on [Use of Logos and Materials](#) may be refused access to any further Restricted Materials, and may be asked to return any Materials in their possession.

**11.6** The Customer and Qualified User, jointly and severally, indemnify the PAN Group and its distributors, consultants and licensors, and agree to defend it and them and hold them harmless from any and all losses, claims, liabilities, damages, expenses and costs (including reasonable Attorney's fees and expenses), whether direct or indirect, caused by or a result of any breach by the Customer or any Qualified User of representations, warranties or undertakings in this clause 11.

## **12. Training Programs**

The following terms apply where the Customer and/or Qualified User is purchasing training programs including 16pf Qualification Training:

### **12.1** Training program terms, content and prices:

- (a) The details of the design and content of training programs, and their prices, are correct at the time of publication, but they may be subject to change without notice and
- (b) The PAN Group reserves the right to cancel or reschedule programs without penalty or liability if there are insufficient bookings, or for reasons outside the PAN Group's control; and
- (c) In the event of any conflict between these Terms (as displayed on our website) and those in our catalog or elsewhere, these Terms (as displayed on our website) shall prevail.

**12.2** Payment. In addition to the terms on payment set forth in section 8, the following terms shall apply for any order for training programs:

- (a) Fees for training programs are payable 28 days before the start of all programs. Immediate payment by credit card or check will be required on any bookings received within 28 days of the program start date; and
- (b) Where, on completion of a qualification program, a participant would normally become entitled to purchase Restricted Materials, the PAN Group will only award that qualification when payment of the relevant program fee has been received in full; and
- (c) VAT at the standard UK rate is chargeable on all fees for the PAN Group's public learning programs held in the UK, regardless of the country of residence of the attendee. Where programs are held in other EU countries, VAT will be charged as required by the country concerned and in the US, applicable taxes; and
- (d) The cost of optional overnight accommodation is not included in the program fee, and participants are expected to make their own accommodation arrangements.

### **12.3** Transfers:

- (a) Once a program has been booked, should a participant wish to transfer from one date to another, the PAN Group shall, subject to clause 12.3.6, endeavor to facilitate such requested transfer, in which event the following transfer fees are payable:

<b>Transfer request received by the PAN Group</b>	<b>Fee payable</b>
Fewer than seven days before the program starts	50% of the fee is payable
Between seven and 28 days before the program starts	25% of the fee is payable

- (b) All requests for transfer of a program to another date must be made in writing;
- (c) For all requests for transfer of program to another date, the alternative date must be provided to the PAN Group within one (1) month of the transfer request, failing which the transfer request will no longer apply and the booking shall be deemed cancelled. In such event, the cancellation fees as set forth in clause 12.4 shall apply and the fees, as set forth in clause 12.4 below shall be payable in full in replacement of the above transfer request fees; and
- (d) Where courses are in two parts (for example, where there is a follow-up day, or where the program is divided into Part One and Part Two), the date of the second part is linked to a specific first part and therefore:
  - (i) provided that space is available, transfer to a different date to complete the second part from the one scheduled, may be made, but there will be an administrative charge of five hundred pounds (£500) (plus VAT); €750 (plus VAT); \$1,000 plus applicable taxes. If the second part extends over more than one day, any transfer must be for the whole of the second part, and not just a single day; and
  - (ii) the second part must be attended within twelve (12) months of the date on which the transferred booking would have commenced, failing which the entire learning program would need to be undertaken (namely Part One would need to be re-booked as well as the transferred Part Two); and
- (e) Where fieldwork is to be completed as a requirement of a learning program, such fieldwork must be completed within twelve (12) months of the end of the learning program; and
- (f) Where a booking on a program has been made using or subject to a discount or promotional offer or other special price arrangement, such booking may not be transferred to another date. If a participant is unable to attend on the date of the booking, the participant may, provided sufficient notice is received, transfer the booking to another individual within their organization, if applicable, provided that the alternative individual fulfils any eligibility criteria for the program concerned and is able to complete any pre-work or fieldwork required in sufficient time for the program booking. If otherwise cancelled, the cost of the booked program will be forfeited.

**12.4 [Cancellations](#).** In respect of cancellation by the PAN Group, a full refund will be given upon return to the PAN Group of any pre-course materials already dispatched. In respect of a cancellation by a participant, the cancellation shall be in writing, and the following cancellation charges are payable:

<b>Cancellation received by the PAN Group</b>	<b>Fee payable</b>
Fewer than seven days before the program starts, or if the participant fails to attend	Full fee payable
Between seven and 28 days before the program starts	50% of the fee payable
More than 28 days before the program starts	No fee payable, except a charge for any pre-course materials already despatched

**12.5** Where a feedback session (whether scheduled for prior to a workshop or as a stand-alone session) is postponed or cancelled by the participant, the PAN Group reserves the right to charge the postponement or cancellation charges set forth in clauses 12.3 and 12.4 respectively, in relation to the costs of such feedback session.

**12.6** Substitutions can be accepted without charge at any time, provided that the substitute fulfils the entrance requirement and has completed any pre-course study.

### **13. Intellectual Property**

**13.1** All PAN Group's products are protected by intellectual property rights (including trademarks, copyright, patents and design rights) and rights of confidence. Reproduction of these products in whole or in part, in any form, or their storage in a database or retrieval system, by any process, is prohibited except where expressly permitted by law or by license. Any notice on Materials, including Digital Content, in respect of intellectual property rights (including copyright and trademark notices) shall not be removed from such Materials, or obscured or otherwise altered. You should refer to our [Copyright and Trademark Notices](#) and guidance on [Use of Logos and Materials](#).

**13.2** The Customer and Qualified User shall not reproduce, copy, vary or adapt the Materials by any means or in any way whatsoever, or (except as set out in clause 13.3 in respect of Digital Content) enter or convert the same into any kind of information storage or retrieval system, including but not limited to any form of electronic or computer system.

**13.3** In relation to any Digital Content, which for the avoidance of doubt, excludes computer-scored reports delivered to respondents, you are permitted to download a single copy to the installed reader on your computer, for use by a single user of that computer at any time, provided that:

- (a) the Digital Content, and any proportion thereof, is not distributed or transmitted over any network or communication line;
- (b) the Digital Content is used for personal use only;
- (c) the Digital Content is not copied or modified in any way; and
- (d) it is understood and accepted that your permission to use Digital Content (including any software comprised within) is personal to you and may not be transferred nor sublicensed to any third party.

**13.4** The contents of the PAN Group's methods of scoring and processing results are secret and confidential and the Customer must not disclose them to any third party.

**13.5** The PAN Group is bound by the PAN Group's author and distribution contracts to take prompt legal action against anyone who infringes the PAN Group's copyrights or its authors' copyrights.

**13.6** The Customer and Qualified User may not make use of data collected by means of Restricted Materials to create products for commercial sale or other commercial exploitation.



**13.7** Copyright infringement of Restricted Materials damages the professional standards and credibility of the instruments themselves and the individuals who are using them. Also, loss of revenue ultimately means that fewer resources can be devoted to the continued development of the instruments. The PAN Group urges all test users to cooperate by ensuring that no copyright infringements occur within their own organization.

**13.8** The Customer and Qualified User acknowledge that the Trademarks are the property of the PAN Group, or the PAN Group's licensors, and that use of the Trademarks by the Customer will at all times be in keeping with these Terms of Business, and the Customer will seek to maintain their distinctiveness and reputation.

**13.9** The Customer shall not use any mark or name confusingly similar to the Trademarks in respect of goods similar to the Materials.

**13.10** If the PAN Group's license in relation to any third party software used to enable access to any Digital Content is varied or terminated such that the PAN Group no longer has the right to make such software available to you, you shall cease use of such software.

**13.11** 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:

- no content or formatting of the Report Extract(s) shall be altered or adapted;
- the PAN Group's copyright and trademark statements, as included within the originating report are included within the Customer Reports, accompanying the Report Extract(s); and
- the psychometric report from which Report Extract is obtained shall be provided by the Customer in full to the test-taker, either accompanying the Customer Report or separately.

**13.12** 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.

## **14. Research and Permissions**

**14.1** All Materials in the PAN Group's catalog and on the 16pf.com web site are protected by copyright. Therefore if the Customer wishes to modify or quote them in research projects etc, the Customer will need to apply for permission. Please contact the PAN Group as set out in clause 14.3 for details of the correct procedure.

**14.2** All Materials in our catalog and on our website are protected by copyright and other intellectual property rights. Therefore, if you wish to quote them or any portion thereof in research projects or in any other manner, you will need to apply for permission. Please contact the PAN Group as set out in clause 14.3 for details.

### **14.3 [PAN Group Customer Service:](#)**

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

Marked Permission Request.

Please allow a minimum of thirty days for the PAN Group to review and respond to your request.

## **15. Bureau-scoring service**

**15.1** When the PAN Group is requested to provide a computer-scored report via a bureau scoring Service ("**Bureau Scoring Service**"), the following shall apply:

(a) whereas the PAN Group shall exercise reasonable effort preparing the reports to be complete and accurate, the PAN Group makes no warranty that any report will be complete and accurate;

- (b) Questionnaires to be used with the Bureau Scoring Service will be sent out to the Customer within two (2) working days of receipt of the Customer's order. Reports generated therefrom will be emailed to the Registered User normally within two (2) working days of receipt of the completed questionnaire(s) (subject to receipt of payment);
- (c) A non-refundable administration fee per report applies. A refund can be requested for a report when the report has not yet been ordered. No refund can be processed when the report has been ordered (even if the Registered User has not yet received it); and
- (d) The Customer shall indemnify the PAN Group in respect of any claims made by a third party against the PAN Group or the PAN Group's licensors in relation to the provision of the electronically generated reports to test-takers without appropriate feedback.

**15.2** The Customer shall not:

- (a) Create its own software for the provision of any bureau scoring services as an alternative to the Bureau Scoring Service; or
- (b) Purchase Bureau Scoring Services for the scoring of the PAN Group questionnaires and reporting data therefrom, nor for any other use of Materials, which have been acquired from any entity other than the PAN Group or any non- PAN Group questionnaires or materials.

## **16. Warranties**

The PAN Group warrants that it has the right to provide the Materials to Customer and any Qualified User, and that the Materials will comply with applicable documentation, if any, and that any services to be provided by or on behalf of the PAN Group shall be provided using commercially reasonable efforts and in substantial compliance with the order for such services and industry standards.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS CLAUSE, THE MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. ANY CONDITION, REPRESENTATION, OR WARRANTY THAT MIGHT OTHERWISE BE IMPLIED OR INCORPORATED WITHIN THESE TERMS BY REASON OF STATUTE OR COMMON LAW OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, IS HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THE PAN GROUP DOES NOT WARRANT OR REPRESENT THAT THE MATERIALS OR ANY SERVICES WILL MEET CUSTOMER'S OR ANY QUALIFIED USER'S REQUIREMENTS OR NEEDS, THAT USE OF THE MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECTS IN THE MATERIALS OR SERVICES WILL BE OR CAN BE CORRECTED.

## **17. Limitation of Liability**

**17.1** Nothing in these terms and conditions will exclude or limit the PAN Group's liability for death or personal injury, or for any fraud on the PAN Group's part, or for any liability that cannot be excluded by law. Subject to the foregoing sentence the PAN Group will not be liable for any indirect or incidental or consequential loss, loss of business, profit, revenue, data or goodwill, or for lost or wasted management time or the lost time of other employees arising from the Customer's use of the Materials (whether direct or indirect), regardless of whether the PAN Group has been advised of the possibility of such damages and regardless of the form of or theory of relief of any claim or action. Except for the PAN Group's indemnification obligations above, in no event shall the PAN Group's aggregate liability to Customer in connection with the materials or services exceed any fees paid by Customer to the PAN Group for the goods or services in question (which for the avoidance of doubt, for contracts of extended term, shall be limited to fees within the latest twelve (12) month period).

**17.2** No action against the PAN Group arising in connection with any goods or services shall be commenced more than two (2) years after the date such action accrues.

## **18. Indemnities and Remedies:**

**18.1** In the event of any claim for defective goods and/or services, and timely notice to the PAN Group, the PAN Group's sole obligation to Customer, and Customer's sole and exclusive remedy is, at the PAN Group's option, for the PAN Group to either repair or replace the Materials or re-perform the services at issue, at the PAN Group's expense, or cancel the order at issue and refund to Customer any fees paid by Customer for the terminated order in return for Customer returning such Materials.

**18.2** In the event, that either remedy is found to fail of its essential purpose, Customer's sole and exclusive remedy shall be a claim for damages which shall in no event whatsoever exceed greater of the fees paid by Customer to the PAN Group for the Materials or services at issue.

**18.3** In relation to any claim relating specifically to intellectual property infringement, the PAN Group indemnifies and agrees to defend Customer and any Qualified User from any and all claims that any Material infringes or misappropriates a valid United States patent, copyright, or trademark, provided that:

(a) the infringement or misappropriation was not caused by Customer or any Qualified User; and  
(b) Customer and applicable Qualified Users: (i) promptly notify the PAN Group of such claim of infringement or misappropriation; (ii) allow the PAN Group to control the defense of such claim; (iii) reasonably cooperate with the PAN Group in such defense, at the PAN Group's expense for any out-of-pocket expenses; and (iv) do not agree to any settlement of such claim without the PAN Group's prior written consent.

**18.4** Should any of the Materials, in the PAN Group's opinion, become or are likely to become subject to any claim of infringement or misappropriation, the PAN Group may in its discretion: (a) procure for Customer the right to continue using the Materials; (b) replace or modify any of same to be non-infringing, without loss of material functionality; or (c) terminate our contract and refund to Customer a prorated portion of any fees paid by Customer for the Materials at issue based on a straight-line amortization and a five (5) year useful life.

**18.5** Notwithstanding the foregoing, PAN Group's warranty shall be void if Customer or Qualified User is using any Materials in a manner that does not conform to the requirements or otherwise is in breach of these Terms, if Customer or an applicable Qualified User has modified or attempted to modify the Materials without the prior written consent of the PAN Group or if Customer or any applicable Qualified User has refused to implement changes to the Materials recommended by the PAN Group.

## **19. General**

**19.1** Severability: These Terms are severable; if any Terms are held to be invalid, illegal or unenforceable, the remainder shall remain in full force and effect.

**19.2** Waiver: The tolerance or sufferance by either party of any breach by the other shall not be construed as a waiver of any rights or remedies in connection with such breach or any other breach. To the extent the PAN Group prevails, it shall be entitled to recover any costs and expenses it incurs in enforcing these Terms against Customer or any Qualified User.

**19.3** Reservation of rights: All rights in or to the Materials not specifically herein granted to Customer are reserved to the PAN Group and its licensors.

**19.4** Exclusions: Any condition, representation or warranty that might otherwise be implied or incorporated within these terms and conditions by reason of statute or common law or otherwise is hereby expressly excluded to the fullest extent permitted by law.

**19.5** Variations: The PAN Group will only supply the Materials in accordance with these Terms, to the exclusion of all other terms and conditions, including any that the Customer attempts to apply under any purchase order, confirmation of order or any other document. No variation of these Terms requested by the Customer shall be effective unless in writing and signed on behalf of the PAN Group by one of its directors.

**19.6** Notices: Any notice permitted or required under these Terms will be given in writing and shall be effectively served if delivered by hand or sent by first-class or airmail post to the PAN Group at its usual address and, in the case of the Customer, to the last known or usual address. Any notice personally delivered shall be deemed to have been received at the time of delivery. Any notice sent by post shall be deemed to have been delivered three business days after posting in the case of inter-UK communications, or five business days otherwise.

**19.7** Force majeure: The PAN Group has no liability to the Customer if the PAN Group is unable to provide all or a part of the goods and/or services in accordance with these Terms or otherwise as a result of circumstances beyond the PAN Group's reasonable control, including without limitation, war, strike, lockout, industrial disputes, riot, civil commotion, acts of Government, fire, blockade, accident, natural catastrophe, disaster.

**19.8 [Licensing terms](#):** Customers wishing to license scoring and reporting software will be asked to enter into a separate Software Agreement, in addition to these Terms, which sets out the terms and conditions of supply of the software. If there is any conflict between these and the Software Agreement, the Software Agreement will prevail in respect of those conflicting terms.

**19.9 [US Government Licence Rights and Export Restrictions](#):** All Materials provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 are provided with the commercial license rights and restrictions described elsewhere herein. All Materials provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 are provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. Customer acknowledges that the Materials may be subject to U.S. export jurisdiction. Customer agrees to comply with all applicable international and national laws that apply to the Materials, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions which may be issued by the U.S. and other governments.

**19.10 [Other terms](#):** These terms are the 16pf.com General Terms of Business for use of the 16pf.com website and purchase of the (i) 16pf instrument and (ii) Hilson and public safety related suite of products, and related goods and services. Other terms as set forth on our website may be applicable dependent on the goods and services acquired. You should refer to the [Legal Notices](#) section of our website for further information. In addition, a letter of engagement detailing specific consulting and/or training goods and services may be provided to you, and this will be supplemental to, and form a part of, our contract with you.

## **20. Governing Law**

**20.1** These 16pf.com General Terms of Business 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.

## **Further Information and Complaints**

If you wish to raise a query concerning these 16pf.com General Terms of Business or make a complaint, 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](mailto:custserv@panpowered.com) or telephone: 1-877-449-TEST

UK, EU and rest of world:

e-mail: [custservGlobal@panpowered.com](mailto: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

IPAT Holdings Limited  
Clarendon Business Centre  
Clarendon House  
52 Cornmarket Street  
Oxford  
OX1 3JH  
UK

Incorporated in Delaware, USA

Incorporated in England and Wales  
Registered Number 9474604