



E-METRIX

PSYCHOMETRIC TOOLS

ACCOUNT REGISTRATION



EMETRIX

For internal use

ACCOUNT DETAILS

Please complete all appropriate fields on this document and e-mail it to info@e-metrix.com

Organisation Name :

Contact for Account Administration :

Name : _____ E-mail : _____

Position : _____

Telephone : _____

Billing Address :

Please send invoices by e-mail to :

E-mail : _____

Postcode / ZIP Code : _____

Country : _____

Facilitator Details :

Please provide details of facilitators you require on the account.

Name	E-Mail

If you wish to return by post please send to: E-METRIX, 30 The Downs, Altrincham, Cheshire, WA14 2PX.



E-METRIX

TERMS & CONDITIONS

1. Definitions and Interpretation

In these Terms the following expressions have the following meanings:

'we', 'us', 'our' means E-METRIX Limited.

'you', 'your' means the person or organisation purchasing our Products and/or Services.

'Contract' means the contract for us to supply you with Products and/or Services and 'Term' shall mean any clause, section or part of the contract.

'Product' means any product we have agreed to supply to you.

'Services' means any services we have agreed to supply to you.

'Project' means a defined quantity of Products and/or Services we have agreed to supply to you.

'Intellectual Property' means any patent, copyright, design right, registered design, trade name, domain name, know-how, database right, utility model, unregistered design or other industrial or intellectual property rights subsisting anywhere in the world, whether or not registered and all applications, renewals, derivatives and extensions of the same.

Any reference in these Terms to a person shall include natural persons, firms and other unincorporated bodies, companies and all other legal persons in the plural and singular and for every gender as required.

2. Basis of Contract

2.1. Entire Agreement

The Contract sets out the entire agreement between us and you and, unless otherwise agreed in writing by both parties, shall override any prior correspondence, representations, arrangements and understandings in relation hereto.

2.2 Proposals

Any estimates, budget outlines, proposals, cost schedules or other pre-contractual documents shall not constitute an offer by us to supply Products or Services. If we provide you with a proposed cost schedule for our Products or Services, it is valid for a period of only 30 days from its date unless we have stated otherwise or have withdrawn it and, in any event, is conditional upon you accepting this Contract.

2.3 Offer and Acceptance

Your order for, or usage of our Products and Services shall be deemed an offer by you to use our Products or Services subject to these Terms. Your order shall only be deemed to be accepted by us when we issue a written acknowledgement of your order, or (if earlier), when we deliver our Products or Services to you.

2.4 Description

The description of our Products or Services is as set out in our proposal, cost schedule or acknowledgement of order. (Any other descriptions, including those featured on our website, marketing materials and training materials, are for the sole purpose of providing you with an approximate idea of our Products and Services).

If our Products or Services do not conform to those specified in the Contract, you must notify us in writing within 5 working days, failing which you will be deemed to have accepted them as being in accordance with the Contract and you must pay the full price.

2.5 Delivery

Any delivery date we specify is intended to be an estimate only, unless we state otherwise in writing. You shall provide all reasonable assistance as is necessary for our delivery of our Products and Services to you. We shall have no liability to you where any failure or delay in the delivery of our Products or Services is the result of your act, omission or delay in providing such assistance.

3. Price and Payment

3.1 Price

The price for our Products and Services is set out in our written proposal, cost schedule or latest price list. The price is exclusive of VAT, which will be charged (and payable by you) at the applicable rate at the time of invoice.

3.2 Payment

Payment for our Products and Services is due without deduction within 30 days from the date of our invoice. In the event of late or non-payment, we may suspend the provision of our Products and/or Services and/or charge you interest at a rate of 3% per month, calculated daily, from the date on which payment falls due and, in addition, any associated costs.

4. Liability

4.1 Consequential Loss

We shall not be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, indirect, foreseeable, known or otherwise); loss of profit, business, contracts, revenues or anticipated savings or for any other indirect, special or consequential loss or damage howsoever caused or any losses arising as a result of any third party bringing a claim in respect of any nature whatsoever.

4.2 Maximum Liability

Our total aggregate liability arising out of or in connection with the performance or contemplated performance of the Contract (whether for negligence, breach of contract, breach of statutory duty or otherwise) shall in no event exceed the amount paid or payable by you within the 12 months immediately before the date of the event giving rise to the claim. Nothing within these terms shall exclude either party's liability for death or personal injury caused by its negligence or fraud.

4.3 Guide

You acknowledge that our Products and/or Services are intended to provide a guide only to you of the suitability and aptitude of individuals. Accordingly, you shall be solely responsible for all decisions taken in respect of such persons and shall indemnify us for any losses, damages, costs and expenses which arise as a result. Where we have prepared reports for you, these reports represent opinions based on test results and must not be relied upon as statements of fact. In particular, whilst we have made efforts to ensure that our Products and Services avoid discrimination based on sex, race and age, no guarantee is given that this will be avoided in the interpretation of the tests.

5. Termination

5.1 Convenience

Following acceptance of your offer, a Project may not be cancelled by you except with our agreement in writing and on terms that you shall indemnify us in full against all loss (including loss of profit), costs, damages, charges (including charges for time spent on the Project) and expenses incurred by us up to the date of and as a result of such cancellation.

5.2 Events

Either party may terminate the Contract by written notice with immediate effect if:

5.2.1 The other becomes or is reasonably likely to become insolvent, enters into administration, bankruptcy or compromises any debts with creditors; or

5.2.2 The other materially breaches the Contract and fails to remedy such breach, where it is capable of remedy, or persists in any breach of its obligations under the Contract after having been required in writing to remedy or desist from such breach within 30 days of the breach.



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5.3 Consequences

Upon termination of the Contract for any reason:

- 5.3.1** Any licences granted under the Contract shall cease; and
- 5.3.2** The provisions of clauses 4.2, 4.3, 6.1, 6.2, 7.1 and 7.2 shall remain in full force and effect; and
- 5.3.3** Any rights or remedies of either party against the other which may have already accrued shall remain; and
- 5.3.4** All sums owing shall become due with immediate effect.

6. Intellectual Property and Data Protection

6.1 Ownership

Any pre-existing Intellectual Property rights in our Products and Services, or created by us in the course of the performance of our Services or the Contract, shall remain our sole property. You shall at all times remain the owner of any property (including Intellectual Property) which you provide to us.

Any identifiable and original idea or concept presented in relation to any Project created or developed by us shall be acknowledged as being available only for such Project and shall not be used for any other purposes without our prior agreement in writing. Even where no Project is agreed, the ideas and concepts presented to you shall remain strictly confidential and shall not be used in any way, including communication to any third party, without our prior written agreement.

6.2 Warranties

- 6.2.1** We warrant that we own or have obtained the right to use, all intellectual property used by us in the course of providing Products and Services to you.
- 6.2.2** You warrant that you will not do, or omit to do, any act that might in any way adversely affect our reputation or devalue the intellectual property rights in our Products and Services.

6.3 Data Protection

In this clause, the following terms are used:

'data controller' means a person/entity who determines the purposes for which and the manner in which any personal data are, or are to be, processed (collected, used, amended, retained, destroyed etc);
'data processor', means a person/entity (other than an employee of the data controller) that processes personal data on behalf of the data controller;
'personal data' means data (recorded information) which relates to a living individual who can be identified from that data, (or from that data and other information which is in the possession of the data controller);
'sensitive personal data' means personal data relating to the racial or ethnic origin of the data subject, political opinions, religious (or similar) beliefs, trade union membership, physical or mental health or condition, sexual life, the commission or alleged commission of any offence, or any proceedings for any offence committed or alleged to have been committed by him.

Both parties shall comply with all applicable laws and regulations in relation to the collection, processing and storage of personal data relating to assessed individuals ('Participants').

We will collect personal data from each participant as part of our assessment before recording the results of our assessment on each participant.

Where we act as data processor:

For the avoidance of doubt, you are the data controller of all participant data and the results data that we provide to you. We will act as data processor on your behalf in respect of the participant data, the assessment data and in providing you with the results data.

Insofar as we act as your data processor, we: (a) will only process personal data in accordance with your instructions or otherwise as may be required to provide you with the product(s) and/or Services you have requested from us; and (b) shall ensure that we have technical

and organisational measures in place against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by us, appropriate to the harm that might result from such unauthorised or unlawful processing or loss, destruction or damage to personal data and the nature of the personal data.

We agree to co-operate with you if you ask us to provide you with details of the personal information which we process for you as a data processor as described above, subject to your payment of our reasonable charges for such assistance.

Where we act as a data controller:

In addition to our role as data processor, we will, where expressly permitted by the participant, collect sensitive personal data and retain copies of all participant data, assessment data and results data for research and other purposes. We are a data controller in respect of such information which is collected and retained by us.

For the avoidance of doubt both parties acknowledge that all personal data received by us from you is (and shall remain) your property, save for the copies retained by us as a data controller as set out above or unless otherwise agreed in writing.

7. General

7.1 Confidentiality

The Contract, its content, the matters to which it relates and information exchanged are confidential between the parties. On expiry or termination of the Contract, each of us shall return to the other, the other's confidential information upon request.

7.2 Publicity

You agree that we may undertake certain marketing activities, namely:

- 7.2.1** We may use your company name and logo on our websites and other marketing materials; and
- 7.2.2** We may refer to you in media releases which announce your decision to use our Products and/or Services.

7.3 Assignment

Neither party shall assign or otherwise transfer its rights or responsibilities under the Contract to any other party without the prior written consent of the other party. We may, however, sub-contract our duties to approved partners, associates or other qualified sub-contractors, but will remain at all times responsible to you for their performance.

7.4 Jurisdiction

All contracts shall be governed by English law and the parties irrevocably submit to the jurisdiction of the English courts.

These terms supersede all previous terms of business.

Fully revised and updated 08.08.2011.

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