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This website is offered to you conditional on your acceptance of these terms. Your continued use of the website constitutes your agreement to be bound by these terms.

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Thomas International reserves the right to change these terms from time to time by posting revised terms on this website. Those new terms apply from the date of change and your continued use of this website confirms your agreement to be bound by them.

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The example companies, organisations, products, people and events depicted on this website are fictitious. No association with any real company, organisation, product, person, or event is intended or should be inferred.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this website, you warrant to Thomas International that you will not use the website for any purpose that is unlawful or prohibited by these terms.

Without limiting this you agree not to (and not to attempt to):

- (a) use the website in any manner which could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of it;
- (b) obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website;
- (c) facilitate or participate in any illegal activity via the website;
- (d) upload or otherwise transmit any computer worms, viruses or other disruptive or destructive files or malicious or harmful code through or on the website;
- (e) damage, modify, interfere with, disrupt or destroy any files, data, passwords, devices or resources that belong to us;
- (f) do anything that compromises the security or stability of the website;
- (g) disrupt or interfere with any other user's enjoyment of the website or affiliated or linked websites;
- (h) use the log-on ID or password of another user or otherwise attempt to access or use their account without authorisation from that user;
- (i) mirror the website, data or content from the website, or results pages on any other website or medium;
- (j) hold yourself out as another person or business on the website; and/or
- (k) transmit unsolicited communications through or on the website.

DEALINGS BETWEEN EMPLOYERS AND EMPLOYEES OR POTENTIAL EMPLOYEES

The website simply offers an online medium for testing and generating reports about persons who give their consent to this testing.

Thomas International is not involved in the actual transaction between those persons and we are not an agent for either party. You agree that negotiations, deals and all other contact between you are conducted entirely at your own risk.

Thomas International will not be liable to you for any loss or liability incurred as a result of actions or omissions taken by you on the basis of the reports generated by the website, including the decision to (or not to) enter into an employment relationship.

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Subject to these terms and Thomas International's privacy policy, each party must keep strictly confidential the other party's information that is by its nature personal or confidential, and must not disclose it to any third party except where that disclosure is made:

- (a) to the employees or professional advisers of a party under a similar obligation of confidence;
- (b) with the written consent of the disclosing party; or
- (c) because it is required by law.

Thomas International reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Confidential information submitted in response to testing is used by Thomas International to generate analytical reports such as behavioural analysis, emotional intelligence, cognitive processes, values and skill competencies. This personal information and the

reports and analysis generated by it may be disclosed to the employer ordering the test, the person taking the test and Thomas International's staff and professional advisers. Otherwise it is treated with strict confidentiality.

See Thomas International's privacy policy for further information.

LIABILITY DISCLAIMER

The information, software, products, and services included in or available through this website may include inaccuracies or typographical errors. Thomas international and/or its suppliers may make improvements and/or changes to the website at any time. While Thomas International uses its best endeavours to prepare the material and tools on the website, Thomas International and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the website for any purpose. To the maximum extent permitted by law, all such information, software, products, services and related graphics are provided "as is" without warranty, guarantee or condition of any kind.

Thomas International cannot and does not warrant or represent that:

- (a) the website, Linked Sites or any servers that store and transmit data are secure and free from errors or omissions, technical inaccuracies, errors, programming bugs, viruses, harmful content or components, interference (including malfunction of equipment or software, Internet access difficulties, or delay or failure of transmission) or duplicate data;
- (b) your access to the website will be uninterrupted, provided without delay or in a timely fashion; or
- (c) the content on the website complies with the laws of any country outside Australia. If you access the website from outside Australia, you do so at your own risk, and you release Thomas International from any liability arising out of these matters.

To the maximum extent permitted by law, in no event shall Thomas International and/or its suppliers be liable for any:

- (a) direct, indirect, punitive, incidental, special or consequential damages; or
- (b) to the extent not already covered by (a), damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of this website with the delay or inability to use the website.

To the maximum extent permitted by law, Thomas International and/or its suppliers' liability to you arising under any cause of action (whether contract, statute, negligence, tort or otherwise) is limited to the costs of resupplying Thomas International's services or refunding amounts paid by you for those services.

INDEMNITY

You indemnify and agree to keep indemnified Thomas International and its officers, employees, agents and subsidiaries against any loss or damage, direct, indirect or consequential (including legal fees and other costs incurred) by any third party arising out of or in any way connected to your breach of these terms.

PAYMENTS

We will use reasonable efforts to keep any payment information we have about you secure and ensure that our employees or agents who have access to this information do not make unauthorised use, modification, reproduction or disclosure of it. We may engage a third party to provide a secure payment transaction facility that allows you to pay online and, in this case, we will not receive your payment information. Your payment will be subject to the third party's terms of use.

Fees for our services exclude GST (as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth)) unless otherwise stated. Where the prevailing rate of GST changes, the new rate will be applied to the prices and the GST inclusive price for the service will be adjusted to account for the new rate of GST. We will issue a tax invoice to the payer for any supplies made by Thomas International to which GST applies.

Subject to any statutory rights which we cannot exclude, any payments you make to Thomas International are not refundable.

TERMINATION/ACCESS RESTRICTION

Thomas International reserves the right (in its reasonable discretion) to terminate or suspend your access to the website without prior notice. Without limiting this, Thomas International regards a breach of these terms and failure to pay amounts due to Thomas International as grounds for termination or suspension.

GENERAL

These terms are governed by the laws of the State of New South Wales, Australia and you consent to the exclusive jurisdiction of the courts of that State, and courts able to hear appeals from them.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Thomas International as a result of this agreement or your use of the website.

You may not assign or subcontract your rights or obligations under these terms to third parties.

Our failure or delay to exercise a power or right under these terms does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

If any part of this agreement is determined to be invalid or unenforceable under law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be severed without effect to the remaining terms.

These terms and the Web Licence Agreement signed by you constitute the entire agreement between you and Thomas International with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Thomas International with respect to this website.

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