

# REVELIAN

## Revelian Personal Insight Profile Terms & Conditions (Effective from January 2020)

Before You register for Your Revelian Personal Insight Profile and can use the System, you must read and agree to this Agreement and the Privacy Statement (together, the "Agreement"). The Agreement sets out the terms on which Revelian ("We", "Us" or "Our") agrees to provide the Service to You and conditions under which You may purchase Products and the Service.

We can change the Agreement at any time. We will give You notice of any change by email when a change is made, sent to the email address that You provide when registering (or any other email that You provide subsequently) and will also post the changes on the Personal Insight Profile Website. Accordingly, it is important that You ensure that the email address that We have for You is current. Any changes made by Revelian to these Terms of Use will not apply to disputes of which Revelian had actual notice at the date the changes are made.

By registering for Your Account or using the Service, You accept and agree to abide by the Agreement. If You do not agree, You must not use the Service.

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Agreement, the following expressions have the following meanings:

**Account Details** means the details You provided to register for the Service to access your account.

**Brand Features** means the copyright, trademarks, domain names, patents and confidential information of Revelian.

**Business Day** means a day that is not a Saturday, Sunday or any other day, which is a public holiday in Brisbane, Queensland.

**Fee** means the cost of Your Order based on the selection of Products nominated in the Order at the applicable standard prices plus GST at the time an Order is submitted.

**Revelian Assessments** means the professionally developed psychometric assessments designed specifically to identify various attitudes, traits and likely actions of Users in a work environment described in an Order.

**Revelian Account** means the portal to access the assessments.

**Revelian Results** means the feedback, information and reports provided by the Revelian System based on User's Input.

**Revelian System** means the Revelian Account and all the processes enabled there from including but not limited to talent management features, Revelian Assessments, profiling, Users Input, skills tests, selected third party products and the provision of reporting results to You, each and every feature whether referred to collectively or jointly and any feedback or other interaction between You and Revelian in the use of the Revelian System and Revelian Assessments.

**Order** means the order by You to purchase Revelian Assessments through the Revelian Account from time to time.

**Products** means the list of Revelian Assessments offered in Your Account.

**Prohibited Actions** means the list of actions referred to in the Schedule.

**Privacy Statement** means the privacy statement referenced in this agreement.

**Service** means the advertisement for sale and purchase of the Revelian Assessments through the Revelian System in the Account and the provision of the Revelian Results.

**Users Input** means the input of data, answers and other personal information as requested from time to time by the Revelian Account and System and provided by the User. Interpretation of this input in completion of Revelian Assessments produces Revelian Results.

**You and User** are the person named in Your Account Details who completes the assessments. Your Account means Your registered Account with Us.

## 1.2 Interpretation

- (a) A reference to a person includes any other entity recognised by law and vice versa.
- (b) Headings, underlining, marginal notes and indexes are only included for ease of reference and do not affect interpretation.
- (c) A reference to any legislation or legislative provision includes any modifying, consolidating or replacing legislation or legislative provisions from time to time, and includes all regulations, rules and other statutory instruments issued under the legislation.
- (d) A reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time.
- (e) References to parties, clauses, schedules, annexures or exhibits are references to parties, clauses, schedules, annexures or exhibits to this Agreement unless otherwise stated.
- (f) References to months and years mean calendar months and years.
- (g) Words denoting the singular number include the plural, and vice versa.
- (h) Where any word or phrase is given a defined meaning any other grammatical form of that word or phrase has a corresponding meaning.
- (i) No rule of construction or interpretation applies to the disadvantage of a party because that party prepared this Agreement.

## 2. Service

- 2.1 We agree to provide the Service to You from the date You accept the Agreement, complete the Account Details and registration process and pay the Fee.
- 2.2 You may place an Order with Us by selecting Products, entering Your payment details and pressing the "Pay Now" button. Orders are deemed to be received by Us at the time of successful transmission of the Order. You will receive an automatic email confirming We have received Your Order.
- 2.3 We will deliver the Revelian Results completed by users to the email address nominated by You upon registration.
- 2.4 We accept an Order when the Order is received and payment is made (and not rejected).
- 2.5 We reserve the right to refuse to deliver to You.
- 2.6 Each Order is a separate agreement between You and Us.

- 2.7 We will comply with our Privacy Policy which can be accessed at: <https://www.revelian.com/legals/>.
- 2.8 We reserve the right to access, read, preserve, and disclose any information as We reasonably believe is necessary to do any of the following:
- (a) satisfy any applicable law, regulation, legal process or governmental request;
  - (b) enforce this Agreement, including investigation of breaches or potential breaches of it;
  - (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam);
  - (d) respond to user support requests; and
  - (e) protect the rights, property or safety of Us, Our users and the public.
- 2.9 Revelian uses Australian normative data where normative data is required in reporting.
- 2.10 Users of the system are responsible for ensuring the ethical and legal use of Revelian assessments in all circumstances, in relation to the governing psychology society standards and relevant legal guidelines.

### **3. Refund Policy**

As Revelian provides non-tangible, immediate fulfilment of assessments, we do not issue refunds once the order is completed.

### **4. Termination**

- 4.1 You may cancel Your use of the Service without cause at any time by providing written notice to Us (through Contact Us) on the Website. However, a terminated Account may continue to exist for up to two business days before the cancellation takes effect.
- 4.2 We may at any time and for any reason, by notice to You by email, terminate the Service, terminate this Agreement, or suspend or terminate Your Account. On termination, Your Account will be disabled, You will have no access to and no right to use the Service, and You will not be granted access to Your Account, or any files, or other information contained in Your Account although residual copies of information may remain in Our system.

### **5. Your obligations**

- 5.1 You must:
- (a) ensure that You comply with this Agreement;
  - (b) pay the Fee upon placement of Your Order;
  - (c) promptly notify Us if You believe or suspect that the Service or Your Account has been compromised;
  - (d) regularly check the email address provided to Us on registration for messages about the Service or Your Order (or, if You have arranged for emails to be forwarded to an alternate email address, You must check that alternate email address);
  - (e) provide current, accurate identification, contact, and other information that may be required as part of the registration process or continued use of the Service via Your user profile;
  - (f) acknowledges that the information obtained from assessment systems is persuasive

rather than conclusive and should always be used in conjunction with other available information;

- (g) ensure the security of Your use of the Service as outlined in the Schedule;
- (h) ensure that the appropriate authority has been obtained for use the credit card details requested upon payment of the Order;
- (i) maintain the confidentiality of Your Account, Account password, and accept full responsibility for all activities that occur with Your Account. Where the current Account details including password are provided, We are entitled to assume that the access is by You, or authorised by You, and You indemnify Us completely against any claim of loss or damage that results from wrongful, fraudulent or other access (using the correct Account details or password) to Your Account; and
- (j) comply with any taxation requirements in Your jurisdiction, including any "reverse charge" obligations if You are based in the United Kingdom.

5.2 You must not do, and You must not authorise or encourage any third party to do, any of the following:

- (a) prevent other account holders from using the Service;
- (b) use the Service for any illegal, fraudulent or inappropriate purpose;
- (c) use the Service in any other way that violates any of the items as described in the list of Prohibited Actions;
- (d) interfere with or construct Your own system to access the information on the Service;  
or
- (e) act in any way that violates this Agreement.

5.3 You acknowledge and agree to each of the following:

- (a) the Service is only provided to You for so long as You continue to have a current and valid Account;
- (b) the Service may be subject to technical limitations;
- (c) the Service may include user-targeted, content-targeted advertisements and/or non targeted advertisements or other related information, as described in the Privacy Statement;
- (d) the Service is provided on an AS IS and AS AVAILABLE basis and We make no warranties or guarantees in respect of uptime for the Service;
- (e) due to the nature of the Service, We do not promise that it will be continuous, accessible at all times or fault-free;
- (f) You meet the minimum hardware and Internet connection specifications to use and suitably utilise the Revelian System; and
- (g) We reserve the right to modify, suspend or discontinue any part of the Service with or without notice at any time and without any liability to You.

5.4 When using Revelian assessments outside Australia, it is important that you are aware of your responsibilities in relation to the following:

- (a) All Revelian assessments use Australian-based normative comparison groups. It is important to consider the relevance of this to the specific role you are recruiting for.
- (b) It is recommended that a local company specific or culturally relevant benchmark be established to ensure the most relevant comparison of candidates.
- (c) All Revelian assessments must be used appropriately in accordance with local governing Psychology professional body guidelines.
- (d) Revelian assessments have been developed in accordance with the Australian

Psychological society (APS) standards.

## **6. GST**

6.1 For the purpose of clause 6:

- (a) GST means GST within the meaning of the GST Act;
- (b) GST Act means “A New Tax System (Goods and Services) Act 1999” (as amended); and
- (c) Expressions set out in italics in this clause 6 bear the same meaning as those expressions in the GST Act.

6.2 To the extent that We make a taxable supply in connection with this Agreement, except where express agreement is made to the contrary and subject to clause 6, the consideration payable by You under this Agreement represents the value of the taxable supply for which the payment is to be made.

6.3 Subject to clause 6.4 if We make a taxable supply in connection with this Agreement for a consideration which, under clause 6.1, represents its value, then You must also pay, at the same time and the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

6.4 The recovery of consideration for any taxable supply made under this Agreement is subject to Us issuing to You a tax invoice in respect of that supply.

## **7. Intellectual Property Rights**

You acknowledge that We own all right, title and interest in and to the Service, including without limitation all intellectual property rights (Our Rights), and Our Rights are protected by intellectual property laws. Accordingly, You must not copy, reproduce, alter, modify, reverse engineer or create derivative works from the Service, save as permitted by law. You must not use any robot, spider, other automated device, or manual process to monitor any content from, hosted by or that is otherwise available using the Service. Our Rights include rights to the Service developed and provided by Us, all software associated with the Service and the Brand Features. Our Rights do not include third-party content used as part of Service, including the content of third party advertisements or communications appearing on the Service.

## **8. Security and privacy**

8.1 As a condition to using the Service, You agree to the terms of the Privacy Statement issued or updated during the term of this Agreement.

8.2 We acknowledge that communications via the Revelian System between may also be read by Our employees in the maintenance and monitoring of the Revelian System, subject to Our obligations of confidentiality.

8.3 We use third party suppliers to provide certain tests complimentary to those provided by Us. In some cases these third party suppliers will require that when You want to use those third party tests to sign a separate agreement to cover the supplier's legal rights.

8.4 The parties must use their reasonable endeavours to ensure that access to and information provided by the Revelian System is protected at all times during and required for by this Agreement from unauthorised access or use by a third party and from physical misuse, damage or destruction by any person. All Revelian Results will be treated private information for this Agreement and the Revelian Privacy Policy which can be accessed at: <https://www.revelian.com/legals/>.

8.5 Revelian websites and applications use cookies. To view more information on how we use cookies, what types of cookies are used in Revelian applications and to change your cookie consent please visit: <https://www.revelian.com/legals/cookies/>.

## **9. Warranties and indemnity**

- 9.1 You warrant to the best of Your knowledge that the materials and information provided to Us the purposes of providing the Services and an Order:
- (a) are true, correct and current;
  - (b) are able to be disclosed by You;
  - (c) do not infringe the rights of any third party;
  - (d) are able to be legally provided to Us and its disclosure does not breach any law or any obligation (whether of confidence or otherwise) owed to any person; and
  - (e) You have all necessary right, power and authority to enter into the Agreement and to perform the acts required of You under the Agreement.
- 9.2 You acknowledge that You have not relied upon or been induced by any representation by Us and We make no warranty or representation as to:
- (a) the results that may be obtained through the Service;
  - (b) the accuracy, reliability or otherwise of any information obtained through the Service;
  - (c) the Service or delivery network being uninterrupted, timely or error free; or
  - (d) whether Your use of the Service is legal. We cannot guarantee a delivery time for Your Order.
- 9.3 You indemnify and keep indemnified Us and Our officers, employees, agents, subsidiaries and affiliates against all claims (including third party claims), demands, damages, costs (including legal costs), penalties or suits arising out of or consequential upon Your use of the Service and any breach of any warranty or other term of this Agreement.

## **10. Limitation of liability (not applicable to UK participants)**

- 10.1 To the extent permissible by law We exclude any liability:
- (a) for any failure of performance, error, omission, interruption, deletion, defect or delay in transmission or operation; or
  - (b) for any injury, loss or damage arising out of provision of the Services, provided that We do not exclude any such liability if it arises as a result of Our failure to take reasonable steps to guard against and use its best endeavours to immediately rectify any of the matters referred to in this clause 10.1 of which We are aware.
- 10.2 You acknowledge that We assume no liability and make no representations impliedly or expressly to assume or contribute in any form towards any costs You may incur through Your use of the Service.
- 10.3 To the fullest extent permissible at law, We are not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in anyway connected with the provision of or failure to provide the Service, an Order or otherwise arising out of the Service or an Order, whether based on contract, negligence, strict liability or otherwise, even if We have been advised of the possibility of damages.
- 10.4 You expressly agree that use of the Services and placing an Order is at Your own risk. To the extent allowed by law, Our liability for breach of a term implied into this Agreement by any law is excluded.
- 10.5 We give no warranty in relation to the Service or Order provided or supplied. Under no circumstances are We or any of Our carriers or suppliers liable or responsible in any way to You or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues), as a result, direct or indirect of any defect, deficiency or discrepancy in the Service or an Order including its form, content and timeliness of delivery, including, without limitation, for and in relation to any of the following:
- (a) any Service or Order supplied to You;

- (b) any delay in supply of the Service or Order;
- (c) any failure to supply the Service or Order;
- (d) any technical or non-technical failure; or
- (e) any content or information accessed via the Service with or without Your authorisation.

10.6 You acknowledge that the Products are not goods of a kind ordinarily acquired for private, domestic or household use or consumption. To the extent that the Australian Consumer Law applies, You acknowledge that Our liability is limited to the provision of resupplying the Service or the costs of having the Service supplied again.

## **11. Limitation of liability to UK participants**

11.1 Nothing in this Agreement restricts or excludes Revelian's liability to UK Participants for death or personal injury caused by Revelian's negligence or the negligence of Revelian's employees, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability in respect of which it would be unlawful to restrict or exclude Our liability.

11.2 Revelian does not warrant that the Service or the Revelian System will always be available or be uninterrupted and Revelian reserves the right to suspend, discontinue, withdraw or amend the Service or the Revelian System or any content on it without notice to the Participant. From time to time, Revelian may restrict access to some parts of the Service or the Revelian System, or the entire Service or the Revelian System, to all users and, if the need arises, Revelian may close the Service or the Revelian System indefinitely. Revelian will not be liable to the Participant if for any reason the Service or the Revelian System is unavailable at any time or for any period.

11.3 Revelian will not be liable for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Participant acknowledges that the Service or the Revelian System may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

11.4 Any log-on credentials the Participant may have with Revelian are personal to the Participant. The Participant must not allow another person to use the Participant's log-on credentials. Revelian is not liable to the Participant for any loss or damage the Participant may suffer as a result of the use of the Participant's log-on credentials by another person, whether such use is with or without the Participant's consent.

11.5 Revelian does not guarantee that the Revelian System will be secure or free from bugs or viruses. The Participant is responsible for configuring his or her information technology, computer programs and platform in order to access the Revelian System. The Participant should use his or her own virus protection software. Revelian will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect the Participant's computer equipment, computer programs, data or other proprietary material due to the Participant's use of the Service or the Revelian System or to the Participant's downloading of any content on it, or on any website linked to it.

11.6 Revelian will not be liable or responsible to the Participant for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by an event beyond its reasonable control.

11.7 To the extent that Revelian's liability has not been limited or excluded under this clause 11, Revelian is only responsible for loss or damage the Participant suffers that is a foreseeable result of its breach of the Agreement or its negligence, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the breach or if they were contemplated by Revelian and the Participant at the time the Agreement was entered into.

11.8 Revelian's maximum aggregate liability to the Participant under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £50 (or its equivalent in any applicable currency). This limitation does not apply to the types of loss set out in clause 11.1.

11.9 Advice about a UK Participant's legal rights is available from a local Citizens' Advice Bureau or Trading Standards office. Nothing in this Agreement will affect these legal rights.

## **12. Dispute resolution**

12.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, including (without limitation) any question regarding the existence, validity, breach or termination of this Agreement must first be the subject of arbitration, administered by the Australian Commercial Disputes Centre Limited (ACDC) conducted and held in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law in force at the date of this Agreement.

12.2 The arbitrator must be agreed between the parties from a panel suggested by ACDC or failing agreement, an arbitrator appointed by the Secretary General of ACDC.

12.3 The arbitration must be conducted and held in accordance with and subject to the laws of Queensland.

12.4 Any arbitration proceedings must be held in Brisbane.

## **13. Notices**

13.1 A notice, demand, consent or communication under this Agreement (Notice) must be:

- (a) in writing and in English directed to the recipient's address for Notices specified in this agreement, as varied by any notice; and
- (b) hand delivered or sent by pre-paid post or facsimile to that address.

13.2 A Notice given in accordance with clause 13 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the notice in entirety unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire notice, but if the delivery, receipt or transmission is not on a Business Day or after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the Business Day after that delivery, receipt or transmission.

## **14. Joint and several liability**

Every covenant or provision in this Agreement applying to or binding, or a right conferred on, more than one person binds or benefits them jointly and each of them separately.

## **15. Consent**

Any consent or approval referred to in, or required under, this Agreement from any party may be given or withheld, or given subject to any conditions, as that party in its absolute discretion thinks fit.

## **16. Counterparts**



This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument. Execution of facsimile counterparts, and facsimile copies of executed counterparts, is sufficient for this purpose.

**17. Assignments**

A party must not assign or novate any right or obligation under this Agreement without the other party's prior written consent.

**18. Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

**19. Entire agreement**

Each party must do, sign and deliver and must procure that each of its employees and agents does, signs, and delivers, all acts, things and documents reasonably required of it by notice from another party to effectively carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

**20. Severability**

- (a) If any part of this Agreement is void or unenforceable in any jurisdiction, then for the purposes of that jurisdiction if possible, that part is to be read down so as to be valid and enforceable.
- (b) If clause 20(a) is not possible, and that part does not go to the essence of the Agreement, that part will be severed from this Document and the rest of this Document continues to have full force and effect.

**21. Governing law and jurisdiction**

21.1 The laws in force in Queensland and the Commonwealth of Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement. Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum where that venue falls within Queensland.

21.2 Any legislation that gives contractual rights to non-parties does not apply to this Agreement.

**SCHEDULE 1**

**Prohibited Acts**

In addition to those acts listed in the terms, the following acts are prohibited in using or in connection with the Service:-

- Send, upload, distribute, disseminate, or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content.
- Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.
- Impersonate another person (via the use of an email address or Account) or otherwise misrepresent Yourself or the source of any email or communication.

- Use the Account to violate the legal rights (such as rights of privacy and publicity) of others.
- Use the Account for any purpose other than recruitment unless agreed to in writing in advance by Revelian.
- Allow anyone to access or view any part of the Revelian System or the Revelian Assessments or to distribute or publish any information, which is contained within the Revelian System or the Revelian Assessments except in the day-to-day use of the Revelian System as provided in this Agreement.
- Promote, encourage or participate in illegal or unlawful activity.
- Interfere without cause in the reasonable enjoyment by other users of the Service.
- Create multiple user accounts, create user accounts by automated means or otherwise engage in false, fraudulent, deceptive or misleading conduct in respect of user identity.
- Sell, trade, resell, transfer or otherwise attempt to dispose of a Your Account, or otherwise exploit any content on the Service for any unauthorised commercial purpose.
- Modify, adapt, translate, or reverse engineer any portion of the Service.
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Service.
- Reformat or frame any portion of any Web page that is part of the Service.
- Create third party software without the permission of Revelian.
- Misrepresent Us or the Service as being associated with content with another Website, Web service, software service, software or other service without Our prior permission.

### **Security**

- You must promptly notify Us of any actual or suspected breach of security related to the Services, including, but not limited to, unauthorised use of Your password or Your Account.
- You are responsible for the security of Your password, login or access details or other security measures. You are responsible for all electronic communications and other information entered through or under user IDs, passwords, access numbers or account numbers. You must not disclose any security measures to any other person and must keep those details confidential.
- To help ensure the security of Your password or Account, please sign out from Your Account at the end of each session.