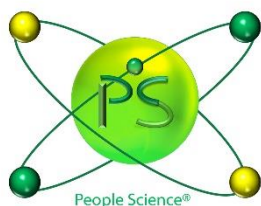


<https://web.people-science.com.au>



## PEOPLE SCIENCE USER AGREEMENT EFFECTIVE 24<sup>th</sup> APRIL 2020

### INTRODUCTION

The Service, including the People Science System, is owned and operated by People Science Pty Ltd (ABN 36 619 753 267) registered at PO Box Z5584, St Georges Tce. WA 6831. (All capitalised words are defined in clause 1 below.)

This user agreement (**Agreement**), together with the People Science Privacy Policy both of which can be found on the People Science Website; <https://web.people-science.com.au/privacy.html>, and any other documents referred to in this Agreement (each of which is incorporated by reference), tells you the terms on which you are permitted to access and use the Service, including the People Science System, in your capacity as a Participant. Before you are able to use Services such as the People Science Assessments, you will be asked to formally agree to this Agreement, so please read it carefully and make sure that you understand its terms before commencing. If you refuse to agree to this Agreement, we do not give you permission to use the Service and you must cease to do so immediately. We recommend that you print a copy of this Agreement for future reference. We draw your attention in particular to clauses 3 and 4 which set out our liability to you.

By proceeding after reading this User Agreement you promise to abide by the terms and conditions set out below.

### IT IS AGREED

#### 1. Definitions and Interpretation

In this Agreement the following expressions have the following meanings:

"Authorised Operators" means employees and/or sub-contractors of the Client authorised by the Client to use the People Science System under the Client Agreement.

"Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where an act is to be performed or a payment is to be made.

"Brand Features" means the copyright, trade marks, domain names, patents and Confidential Information of People Science.

"Client" means an individual who, for their own purposes or on behalf of an organization, procures assessments from People Science.

"Client Agreement" means a specific agreement between People Science and the Client regarding the proper use of and payment for the use of the People Science System and Services, incorporating the People Science General Terms and Conditions, and the People Science Privacy Policy.

"Confidential Information" means, in relation to a party, the confidential information of that party which relates to the subject matter of this Agreement but does not relate to information which is already in the public domain other than as a result of a breach of this Agreement.

"Intellectual Property Rights" means all intellectual property rights in Australia and throughout the world in the People Science System, including each of the following:

- (1) Patents, copyright, rights in circuit layouts, registered designs, trade or service marks, trade, business or company names, indication of source or appellation of origin, and any right to have confidential information kept confidential.
- (2) Any application or right to apply for registration of, or assert or waive, any of the rights referred to in paragraph (1).
- (3) Moral rights, trade secrets, ideas, concepts, materials, know-how and techniques.

"Participant" means an individual (an applicant, a candidate, a jobseeker, an employee current, prospective or future or a non-employee of the Client) who is asked to participate in People Science Assessments or any other individual who applies to participate in People Science Assessments in his or her capacity as a Client.

"Participant Input" means the input of data, answers and other personal information as requested from time to time by the People Science System and provided by the Participant. Interpretation of this input on completion of People Science Assessments produces People Science Results.

"People Science" means People Science Pty Ltd ABN 36 619 753 267) of PO Box Z5584, St Georges Tce. WA 6831.

"People Science Acceptable Use Policy" means the People Science policy for acceptable use of the People Science System and Services which is available on the Website, as may be amended from time to time.

"People Science Assessments" means any professionally developed psychometric assessments designed specifically to identify various attitudes, traits, abilities and likely actions of Participants provided as part of the Services.

"People Science Privacy Policy" means the People Science Privacy Policy, which can be accessed through the World Wide Web and located at <https://web.people-science.com.au/privacy.html>

"People Science Results" means the feedback, information and reports provided by the People Science System based on Participants' Input.

"People Science System" means the People Science technical infrastructure, including the Website, employed by Us for the provision of the Services.

"Service" means the People Science products and services purchased through, and set out in, a Client's accepted order, or in respect of Freemium or Pilot Users as are accessible by the Participant following registration for a Pilot User account on the Website.

"UK Participant" means an individual resident in the United Kingdom (England, Wales, Scotland and Northern Ireland) acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

"Website" means the website located at the following addresses: [www.people-science.com.au](http://www.people-science.com.au), and such other domains as advised from time to time.

## 2. Use of People Science System

2.1 Subject to the Participant's full compliance with this Agreement, People Science grants the Participant a non-exclusive, non-transferable, non-sub-licensable, revocable licence to register as a Participant and to access and use the Service for the purpose of participating in People Science Assessments in accordance with this Agreement.

2.2 When the Participant submits Participant Input through the People Science System, People Science will store the Participant Input, and the People Science Results arising from it, in a secure environment and will not disclose the Participant Input or the People Science Results to any person without the consent of the Participant.

2.3 **For Redeployment Applicants only**, the Participant Input comprising Participant answers and information submitted in the course of a People Science Assessment will remain in place in the People Science System for 12 months and Participants may not complete a People Science Assessment again in a 12 month period from the date of undertaking such People Science Assessment.

2.4 **For Redeployment Applicants only**, People Science may receive requests to release the Participant's People Science Results to Clients other than the Client who originally invited the Participant to undertake a People Science Assessment. In these circumstances, People Science will request the Participant to approve such a release prior to releasing the People Science Results. If the Participant does not approve such a release People Science will not release the People Science Results to such other clients.

2.5 Data collected by People Science during the Participant's use of the People Science System may be kept by People Science for developmental, statistical, analytical and/or archival purposes and as otherwise described in People Science's Privacy Policy. People Science may at its discretion incorporate additional research items, as appropriate, into a candidate's People Science experience. Although these additional research items will form part of the candidate's use of the People Science Services it will not have any influence on the recruitment or assessment outcome and serves only to review and/or improve quality and data integrity. All data collected during the candidate's use of the People Science System will be dealt with in accordance with the People Science Privacy Policy. People Science acknowledges that the Participant Input and communications via the People Science System, including those between Participants and Clients, are confidential and the Participant acknowledges that these may be read or accessed by People Science employees in the maintenance and monitoring of the People Science System and provision of the Services, subject to People Science's obligations of confidentiality.

2.6 For all other Participants (i.e. non-redeployment applicants), Input comprising Participant answers and information submitted in the course of a People Science Assessment will remain in place in the People Science System, until the Participant receives a Report. Following this all Participant personal details and identifiable characteristics (name, age, gender, previous/current role etc.) will be made anonymous as they are added to People Science Norm group data set.

2.7 The Participant acknowledges that:

(1) a Participant may consent to the disclosure of valid People Science Results obtained through use of the People Science System in relation to this Agreement to Clients other than the Client who originally invited the Participant to undertake a People Science Assessment (**For Redeployment Applicants only**);

(2) the information obtained from assessment systems is persuasive rather than conclusive and should always be used by Clients in conjunction with other available information, however

People Science has no control over and no responsibility for any decisions taken by a Client in relation to the People Science Results relating to any Participant **(For Redeployment Applicants only)**;

(3) due to the inherent limitations of assessment systems generally the People Science System may not properly or fully assess the capability of every person who takes an assessment;

(4) the Participant is given private access to the People Science System and undertakes and agrees not to allow anyone to access or view any part of the People Science System or the People Science Assessments, not to distribute or publish any information which is contained within the People Science System or the People Science Assessments except in the day to day use of the People Science System as provided herein;

(5) the Participant acknowledges that People Science owns all right, title and interest in and to the Service and the People Science System, including without limitation all Intellectual Property Rights therein (People Science Rights), and People Science Rights are protected by intellectual property laws. Accordingly, Participants 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. The People Science Rights include rights to the Service developed and provided by Us, all software associated with the Service and the Brand Features. The People Science Rights do not include third-party content used as part of the Service, including the content of third-party advertisements or communications appearing on the Service; and

(6) People Science has the right to take appropriate legal action in cases where any violation of People Science's Intellectual Property Rights takes place.

### **3. Limitation of Liability (not applicable to UK Participants)**

3.1 To the extent permissible by law People Science excludes any liability:

- (a) for any failure of performance, error, omission, interruption, deletion, defect or delay in transmission or operation;
- (b) or any communications line failure;
- (c) for theft or destruction;
- (d) unauthorised access to, alteration or use of the People Science System; or
- (e) for any injury, loss or damage arising out of provision of the Services, provided however, that People Science does not exclude any such liability if it arises as a result of People Science's failure to take reasonable steps to guard against and use best endeavours to immediately rectify any of the matters referred to in this clause 3.1 (a) to (e) of which People Science is aware.

3.2 The Participant acknowledges that People Science assumes no liability and make no representations impliedly or expressly to assume or contribute in any form towards any costs the Participant may incur through the Participant's use of the People Science System or the Services.

3.3 To the fullest extent permissible at law, People Science is 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 any way connected with the provision of or failure to provide the Service, or for any content obtained through the People Science System, any comments on or analysis of a Participant, any impact of any comments or analysis in respect of any decision of any person to make an employment offer or employ a Participant or otherwise arising out of the Service, whether based on contract, negligence, strict liability or otherwise, even if People Science has been advised of the possibility of damages.

3.4 The Participant expressly agrees that use of the Services and the People Science is at the Participant's

own risk. The Services and the People Science System are provided on an "as is" and "as available" basis. To the extent allowed by law, People Science's liability for breach of a term implied into this Agreement by any law is excluded.

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

3.6 In no circumstances is People Science liable for any damages arising out of the Participant's use, installation, improper use or inability to use the Services or the People Science System.

3.7 People Science gives no warranty in relation to the Service or the People Science System provided or supplied. Under no circumstances are People Science or any of its carriers or suppliers liable or responsible in any way to the Participant 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 the People Science System including its form, content and timeliness of delivery, including, without limitation, for and in relation to any of the following:

- 3.7.1 any Service supplied to the Participant;
- 3.7.2 any delay in supply of the Service;
- 3.7.3 any failure to supply the Service;
- 3.7.4 any technical or non-technical failure; or
- 3.7.5 any content or information accessed via the Service with or without the Participant's authorisation.

3.8 The Participant acknowledges that People Science System and the Services are not goods or services of a kind ordinarily acquired for private, domestic or household use or consumption. To the extent that the Australian Consumer Law applies, the Participant acknowledge that People Science's liability is limited to, at People Science's sole discretion, the provision of resupplying the Service or the costs of having the Service supplied again.

#### **4. Limitation of Liability to UK Participants**

4.1 Nothing in this Agreement restricts or excludes People Science's liability to UK Participants for death or personal injury caused by People Science's negligence or the negligence of People Science'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.

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

4.3 People Science 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 People Science System may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.4 Any log-on credentials the Participant may have with People Science are personal to the Participant. The Participant must not allow another person to use the Participant's log-on credentials. People Science 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.

4.5 People Science does not guarantee that the People Science 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 People Science System. The Participant should use his or her own virus protection software. People Science 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 People Science System or to the Participant's downloading of any content on it, or on any website linked to it.

4.6 People Science 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.

4.7 To the extent that People Science's liability has not been limited or excluded under this clause 4, People Science 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 People Science and the Participant at the time the Agreement was entered into.

4.8 People Science'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 4.1.

4.9 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.

## **5. Access to and Use of People Science System**

5.1 Before a Participant is able to access the People Science System and participate in People Science Assessments, the Participant will be required to register. Upon completion of registration, People Science will provide the Participant with log-on credentials to access the People Science System.

5.2 The People Science System may only be used by:

- (1) Clients and their authorised employees;
- (2) Participants completing the online assessments aspect of a legitimate recruitment exercises by clients;
- (3) Participants completing assessments as part of free or self-funded assessment or development exercises;
- (4) Authorised representatives or assigns of the Client who have been granted access by the Client to the People Science System's read-only portal
- (5) Where the Participant is given a user name and password which enables access to the People Science System, the Participant is responsible for keeping this user name and password confidential. The Participant agrees not to share the user name and/or password with any other person and agrees to

inform People Science immediately in the event that the Participant becomes aware that the security of his or her user name and/or password may be compromised to enable People Science to disable it or them.

5.3 The Participant agrees to provide full, accurate and true information about himself or herself when submitting information to the People Science System and, where applicable, to keep such information regularly updated to ensure that it remains full, accurate and true in all respects.

5.4 The Participant must not breach any Commonwealth or State privacy laws or any other laws in any relevant jurisdiction applicable to the access to or use of such information and must use the People Science System and the Services in accordance with this Agreement as may be amended from time to time with or without notice.

## **6. Access to People Science Assessment data and reports**

The Participant acknowledges and agrees that:

6.1 People Science is the owner of all information collected by or through use of or access to any of the People Science System, Services or Website;

6.2 Following completion of the People Science Assessments, Participants may be provided with People Science Results. However, neither Participants nor clients will be provided with copies of the People Science Assessments undertaken and/or the Participant's responses thereto, as such information forms part of the People Science Rights. Clients may elect to withhold People Science Results from Participants and if so, Participants will not receive People Science Results unless Participants request a feedback report from People Science which may only be provided by People Science after completion of the relevant recruitment process;

6.3 Participant Input for **redeployment applicants only** will be retained by People Science for 12 months, and will not be de-identified or deleted during such period. After 12 months Participants may request de-identification, and if so requested, such data is de-identified where practicable but is retained by People Science and as part of the People Science Services; and

6.4 For all other Participants (i.e. non-redeployment applicants), Input comprising Participant answers and information submitted in the course of a People Science Assessment will remain in place in the People Science System, until the Participant receives a Report. Following this all Participant personal details and identifiable characteristics (name, age, gender, previous/current role etc.) will be made anonymous as they are added to People Science Norm group data set; and

6.5 Nothing in this clause 6 shall prevent an individual Participant located in the United Kingdom from exercising his or her legal right to have access to any personal data about him or her which is held by People Science. A UK individual may request such information by writing to People Science (at the address given in the introduction to this Agreement), requesting details of information which People Science holds and the purposes for which it is held. More information about the Participant's legal rights in this regard and in relation to People Science's processing of Participants' personal information can be found in the People Science Privacy Policy <https://web.people-science.com.au/Privacy-Policy.pdf>.

## **7. Security and Privacy**

7.1 All parties must use their reasonable endeavours to ensure that access to and information provided by the People Science System is protected at all times during and as called for by this Agreement from unauthorised access or use by a third party and from physical misuse, damage or destruction by any person.

7.2 All Participant Input, People Science Results and any other personal information about the Participant will be treated in accordance with the terms of this Agreement and the People Science Privacy Policy <https://web.people-science.com.au/privacy.html>

## **8. Termination**

8.1 Without prejudice to the accrued rights and obligations of the parties, People Science reserves the right to terminate the Participant's access to the People Science System and Services with immediate effect and without notice or liability to the Participant:

8.1.1 if the Participant breaches the terms of this Agreement or the People Science Acceptable Use Policy <https://web.people-science.com.au/privacy.html>;

8.1.2 People Science has reason to believe that the Participant's log-on credentials have been compromised in any way; or

8.1.3 People Science is required, or has reason to believe that it is required, to do so by any law or regulation.

8.2 People Science may suspend, withdraw, discontinue or change all or any part of the Services and/or the People Science System at any time without notice. If People Science does so, it may terminate the Participant's access to the People Science System and Services with immediate effect and without notice or liability to the Participant.

## **9. Ownership and Use of Software**

The Participant does not acquire any rights in connection with the People Science System and any software forming part thereof, other than those usage rights as specified in this Agreement.

## **10. Confidentiality**

A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information or use it for any purpose other than as permitted by this Agreement and the People Science Privacy Policy <https://web.people-science.com.au/Privacy-Policy.pdf>. A party is not in breach of this clause 10 in circumstances where it is legally compelled to disclose the other party's Confidential Information.

## **11. Additional Material**

11.1 The Client may add material or questions to an application form on the People Science System used to collect personal information from Participants looking to secure employment with the Client through use of the People Science System.

11.2 Depending on the level of access the Client has to the People Science System, People Science may agree to add material or questions referred to in clause 11.1 on the Client's behalf at an additional charge.

11.3 In no event is People Science liable to the Client or any other person whether in contract, tort, under statute or otherwise for any material or questions inserted into or included within the People Science System by the Client or by People Science on the Client's behalf whether authorised or contemplated by these terms and conditions or otherwise.

## **12. Entire Understanding**

This Agreement and the People Science Privacy <https://web.people-science.com.au/Privacy-Policy.pdf> is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and supersedes any prior agreement or understanding on anything



connected with that subject matter. Each party has entered into this Agreement without relying on any representation by any other party or any person purporting to represent that party.

### **13. Variations to this Agreement**

13.1 People Science may amend the terms of this Agreement from time to time. The Participant is advised to look at the effective date at the top of this Agreement to see when the terms of this Agreement were last updated.

13.2 Each time the Participant participates in a People Science Assessment the terms of the Agreement in force at the time of such participation will apply to the Agreement between People Science and the Participant.

### **14. Notices**

All notices and communications to be given to the Participant by People Science under this Agreement may be in writing or displayed electronically through the People Science System or Services. Notices shall be deemed to have been properly given on the date delivered or on the date first made available if displayed in the People Science System or Services. Notices to be given to People Science by the Participant should be sent to People Science by email at <https://web.people-science.com.au/contact.html>

### **15. Governing Law and Jurisdiction**

The law in Western Australia and the Commonwealth of Australia governs this Agreement and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia. This clause 15 shall not operate to prevent a UK Participant from starting legal proceedings in his or her local court.