

TERMS AND CONDITIONS

1. Acceptance of terms and conditions^a

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Pearson warrants that the products published directly or under licence by Pearson in their standard form, will not infringe any valid, third-party, patents or copyrights existing at the time of publication. This warranty does not extend to any non-Pearson Product, books or to any infringement arising from the use of the Products in combination with systems, software, or equipment, not supplied by Pearson. If Customer promptly notifies Pearson of an infringement claim and accords Pearson the right, at its sole option and expense, to handle the defense of the infringement claim, Pearson will indemnify and hold the Customer harmless from/against such infringement claim related solely to Products. Pearson may, in its sole discretion, furnish the Customer with non-infringing replacement products within sixty (60) days or repurchase unconsumed Products. Except as stated herein, Pearson makes no warranties, express or implied, with respect to the products. All other warranties, including implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

3. Right to refuse sales

Pearson shall be entitled, at its sole discretion, to restrict the sale of certain test materials to certain customers or within specific geographic regions.. If the Product(s) have been rightfully obtained, Customer agrees and certifies that neither the products nor any technical data received by the Customer from Pearson will be exported except as authorised by the laws and regulations of the United Kingdom and the United States.

4. Risk of Loss and Returns

For any electronic Products, only those Products which are faulty or defective may be returned for a full refund. All other returns shall be subject to Pearson's absolute discretion. Returns of any physical printer material shall be made in accordance with the [Returns Policy](#). All sales of scanning hardware are final.

5. Limitation of Liability and Limitation on Claims

In no event will Pearson be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of the products or services. Notwithstanding any other provision or agreement between the customer and Pearson, Pearson's total liability to any party, arising out of this agreement or purchase or use of products (except as it relates to any fraudulent misrepresentation by Pearson, or any death or injury caused by Pearson's negligence), will not exceed the amount paid by Customer for the products or services.

6. Use of Product

The Customer agrees that it is the Customer's responsibility to use any Products in accordance with [Pearson Qualification Requirements](#) and applicable professional guidelines^f. The Customer understands and agrees that the Products are intended to be used as tools in the overall assessment process, and are not designed to be used alone or to replace the Customer's professional judgment. Pearson is not responsible for any claims or damages incurred in connection with the Customer's or any third party's use or misuse of the Products. Unless otherwise indicated, Products are not sold for self-guidance, or to any individual or organisation engaged in testing and counseling by mail. Product users must agree to guard against the improper use of our Products in order to retain the right to purchase those Products. To protect their security and value, Products and their scoring keys must be kept secure and made accessible only to authorised personnel. Product materials may not be resold, re-licenced, transferred or otherwise distributed without prior written permission from Pearson. The use of any software is subject to a separate licence agreement between the Customer and Pearson (or the relevant Pearson affiliate including NCS Pearson Inc.)

7. Copyright and confidentiality

Pearson Products are protected by various intellectual property laws, including trade secrets, copyright and trademark. Printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring algorithms, scored directions, or other content is strictly

prohibited by law and by these terms and conditions. Pearson software outputs, including but not limited to reports, are protected as trade secrets. Customer acknowledges and agrees that the use or disclosure of confidential information in a manner inconsistent with the provisions of this Agreement may cause Pearson irreparable damage for which remedies other than injunctive relief may be inadequate. Accordingly, Customer may request from a court of competent jurisdiction injunctive or other equitable relief seeking to restrain such use or disclosure as appropriate under the circumstances. Customer may seek a protective order safeguarding the confidentiality of test materials if Customer is required to produce such materials in court or administrative proceedings.

The Customer's purchase of Pearson Products does not grant the Customer a right to reproduce additional copies of materials or the content or enter content onto a computer medium, such as non-Pearson scoring systems or software. However, if the Customer licences and uses Pearson software, the Customer may excerpt portions of the output reports, limited to the minimum text necessary to accurately describe the qualified user's significant core conclusions, for incorporation into a written evaluation of the individual, in accordance with the Customer's profession's citation standards, if any. The Customer may not, under any circumstance, copy or reproduce the text or graphic image of any test item. No adaptations, translations, modifications, or special versions may be made without permission in writing from Pearson (see Section 10 below).

8. Maintenance of Test Security and Data Protection

Customer agrees to comply with the following basic principles of minimum test security:

- Test takers must not receive test answers before beginning the test.
- Test questions are not to be reproduced or paraphrased in any way.
- Access to test materials must be limited to qualified persons with a responsible, professional interest who agree to safeguard their use.
- Test materials and scores may be released only to persons qualified to interpret and use them properly.
- If a test taker or the parent of a minor child who has taken a test wishes to examine test responses or results, the parent or test taker may be permitted to review the test and the test answers in the presence of a representative of the school, college or institution that administered the test.
- Test materials must not be resold, re-licensed, transferred or otherwise redistributed for any purpose without prior written permission from Pearson.

All personal data processed by Pearson in conjunction with these terms and conditions shall be processed in accordance with the Data Protection Act 1998 and other applicable laws. The Customer agrees (and shall procure the relevant consent from data subjects) that the personal data may be transferred to Canada for processing.

9. Indemnification

To the extent permitted by law, Customer agrees to hold harmless, indemnify and defend Pearson from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by Pearson directly or indirectly by reason of any act or omission that the Customer commits in breach of these terms and conditions and the obligations and warranties contained in them.

10. Requests for permission to license Pearson Intellectual Property

Requests to copy, translate, modify or adapt any Products must be in writing and directed to:

Pearson
Assessment
80 Strand
London
WC2R 0RL

11. Payment

Payment must accompany order, unless otherwise agreed in writing. Prepayment is required for all new accounts.

Where Pearson has agreed to invoice in arrears, all invoices are payable net 30 days. Charges not paid when due are may be subject to interest at a rate of 4% over the base rate of HSBC plc until such time as Pearson received all outstanding payment. Pearson may also refuse to fulfill any outstanding or future orders until payment is received.

All prices stated are exclusive of VAT (or any other applicable sales tax), unless otherwise stated.

12. Definitions and Notes

^a "terms and conditions" means Pearson conditions of sale and use and the qualifications and return policies referenced in these terms and conditions. A printed copy of the terms and conditions, including the referenced policies, is available by emailing info@pearsonclinical.co.uk

^b "Product(s)" means assessment instruments (including those formerly published by AGS Publishing and Harcourt Assessment, Inc.) and related materials (including but not limited to software, administration and user reference materials, manipulatives, reports and services) published by Pearson.

^c Pearson's Clinical Assessment is a division of Pearson Education Limited. Both organizations are included in the term "Pearson."

^d "Customer" means the purchaser and qualified user of the Product, who are individually and collectively referred to as "Customer."

^e "Website" means PearsonClinical.co.uk and PsychCorp.co.uk

^f "applicable professional guidelines" include but are not limited to the Standards for Educational and Psychological Testing, published by the American Educational Research Association (AERA), American Psychological Association (APA), and the National Council on Measurement in Education (NCME), Pearson software licence (if applicable). Use of psychological tests in employment-related situations may be subject to certain laws including the Equalities Act 2010, and it is the responsibility of the Customer to ensure compliance with all relevant laws, regulations and statutes.