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TERMS AND CONDITIONS

Central Test International

INTRODUCTION:

The Company, Central Test, runs its software, accessible via a secured Internet Platform (www.centraltest.com) and develops tests as tools for recruitment, career management and personal development. The list of tests available can be consulted in the website under the heading Professional Section.

Version as on 1st March 2012

1. DEFINITIONS:

Test refers to the tool developed and offered by Central Test, in the form of the software operated and created by it. All the professional tests are available in the home page of Central Test's website, under the heading Professional Section. These tests undergo statistical validation based on recognized psychometric methods.

Documentation refers to all the technical documents related to the tests (technical forms, manuals, calibrations). This documentation details the methodology used for validating the test, the behavioral factors, inter-factor correlations, calibrations etc. It is accessible from the Client extranet under the link "Documentation".

Internet Platform refers to the website <http://www.centraltest.com> where the Test is available to Clients, in English. The Client Section allows running the tests in real time.

Client Extranet refers to the Client's access to individual and secured platform (allotment of a login ID and password) which allows running of tests and display of results.

Candidate(s)/Employee(s) refers to the candidate(s), employee(s) or others (students, trainees, clients...) evaluated within the framework of the Test taken on the Client's request.

Candidate/Employee Account refers to the individual and secured platform (allocation of a log



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in and password) of the evaluated individual. Each Candidate/ Employee Account is allocated to only one Company. In case two different companies accidentally ask the same person to take the test through the Central Test Software, this same person will have two different accounts. Upon the Client's request, the evaluated individual automatically receives a specific access code to take the tests at the following link <http://us.uk.centraltest.com/espandidat/@cand/>

Hotline refers to Central Test's client service. The hotline can be reached either by mail or by telephone in case of an urgent request. The average time for responding is between 12 to 48 hours (excluding weekends and holidays). The information with reference to the hotline is available at the following link: http://www.centraltest.com/ct_us/contact-us.php

Code of ethics refers to the ethics of test practices followed by Central Test. These rules can be consulted at: http://www.centraltest.com/ct_us/code-of-ethics.php

Tests by the unit refers to the order placed by the Client for a fixed number of Tests which can be used over a period of 12 months and accounted for in the form of « credits ». The counting of credits is done when the Client requests Tests. However, the Client has the right to cancel a request, which results in crediting the account again with the number of unused credits due to the cancellation. If the Client makes multiple requests for the same Candidate/ Employee, the software counts as many units corresponding to the Test.

Unlimited Tests refers to the Client's order of an unlimited number of tests of all the available Tests under the unlimited offer, over a given period.

Purchase order refers to the type of subscription package chosen by the Client, indicating the amount to be paid to Central Test.

2. OBJECTIVE:

The objectives of General Conditions for Membership are to define the terms and conditions wherein the Client can access the test services offered by Central Test. The Client shall abide by these terms without any exception or reserve.

3. OBLIGATIONS OF CENTRAL TEST :

3.1 During the entire period of execution of the contract, Central Test agrees to provide the Client, with the Centraltest.com platform, with an Extranet access (Client Extranet).



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3.2 Central Test agrees to provide the Client with the Tests ordered based on the package chosen, « Test by the unit » or « Unlimited Tests » and this, as soon as the Purchase Order is validated by the Client.

3.3 In case of unlimited subscription, service shall begin, latest, within 5 working days from the date of receipt of the Purchase Order sent by fax, email or courier to the headquarters, provided the Client encloses the payment corresponding to the first month of subscription.

3.4 Central Test's Code of Ethics respects the common right to information on the person, applicable in a majority of countries. Thus the Candidate/Employee is always informed about the recipient of his tests and can at any time request suppression of his personal information (contact either the client directly or if need be, contact Central Test).

3.5 With respect to the analysis of behavioral profile, Central Test's obligation is limited to performance and not to the result. Central Test cannot be held responsible if the behavior of the recruited persons does not correspond to the results highlighted by a Test. Performance obligation implies a method of validation of the Test through statistical studies carried out on samples representative of individuals and on psychometric norms recognized internationally.

3.6 Central Test provides the Client with access to Hotline and Documentation.

3.7 Central Test agrees to inform the Client of any major developments in the Test or in the application of the Central Test software.

3.8 Under no circumstances shall Central Test undertake to reimburse any damage, direct or indirect, suffered by the Client, arising out of the use of the centraltest.com platform like: operational losses, attrition, commercial damage/market loss, restraint of use of brand image, loss of data and/or of files, break in activities, acts of digital piracy leading to loss or communication to third parties, confidential data belonging to the Client, loss of commercial information or other financial losses. Central Test shall not be responsible for destruction of files, if any.

The Client agrees to protect himself against such risks by taking regular hardcopies of the evaluation of its users. If Central Test is found liable, in terms of the damages outlined above, losses, if any shall be limited to the amount spent by Central Test on evaluations done by the client during the month in which the damage was suffered.



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4. CLIENT'S OBLIGATIONS:

4.1 Upon receipt of bill the Client agrees to pay Central Test for the Tests, within a **period of 30 (thirty) days**. According to French Commercial Law, late penalties are levied due to payments made after the due date mentioned in the bill. The rate of interest on these late penalties is 18% p.a. In accordance with the Commercial Law, each bill indicates the date of payment and the rate of penalty in case of delay in or absence of payment.

4.2 The Client will be wholly responsible for the administrative costs incurred during the process of payment recovery. These costs amount to 350 Euros HT (unless otherwise stipulated: GBP, USD or CAD).

4.3 The Client shall agree to observe the Code of Ethics put forth by Central Test. Central Test is no way responsible for the Client's failure to uphold the Code of Ethics

4.4 The Client shall agree to respect the intellectual property rights with respect to the **Central Test** and the web site as well as related links, the Central Test software and all its applications. More specifically, **the Client is strictly forbidden to reproduce the Service Provider's Tests** in any form whatsoever (on paper, computer, etc.) and in any language whatsoever (English, Spanish, Italian, German, etc.) , The client agrees to use only Central Test software for validation of reports and results for tests taken by paper .

5. PRICES:

5.1 Rates can be consulted online at the following link:

USA: http://www.centraltest.com/ct_us/hr-prices.php

The price of the test is subject to change at the discretion of Central Test at any time.

5.2 Credits

With regards to a purchase of Tests by the unit, the Client can use it for a period of 12 months beyond which he cannot claim any reimbursement. However, Central Test shall preserve the test results undertaken, in case the Client wishes to renew the order at a later date.

5.3 Unlimited subscription

5.3.1 The client has the option to subscribe for 3 (three), 6 (six), 12 (twelve) or 24 (twenty four)



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months, the minimum agreement being for 3 (three) months. The subscription is renewed by a tacit agreement for the same period and under the same conditions, unless this clause is canceled by fax, courier or e-mail at least 30 (thirty) days before the next annual date of the contract.

5.3.2 Clients wishing to fix a usage period for the Tests ending before the agreement date have to pay the amount corresponding to the remaining months.

5.3.3 Once the period is agreed upon, under no circumstance can the client claim lesser usage and absolve himself from his contractual liabilities towards Central Test and neither can the Client claim a refund from the total amount paid to Central Test for setting up an account with unlimited access, as agreed upon initially. Even if a partial payment has already been made towards creation of an account with unlimited access for the entire agreement period, in case of litigation, the Client cannot claim a refund based on non-execution by Central Test.

5.3.4 In case of complete non-payment, despite providing an unlimited access to the Client Account, Central Test can claim non-execution by Client to justify the closure of his account by initiating steps for debt recovery.

5.3.5 Upon expiry of an unlimited subscription, the automatic renewal of which could have been canceled, test results taken shall be preserved by Central Test for a period of 6 (six) months from the last month of agreement, in case the Client wishes to renew his subscription later.

6. MODE OF PAYMENT:

6.1 For credit purchases and advances paid towards unlimited subscription, the Client can pay in the following ways:

1. **Online credit card** (payment by RBS / WORLDPAY) or by PayPal in the name of paypal@centraltest.com.
2. **Cheque payment** in any Euros, GBP or USD, is to be done in favor of Central Test and sent to the head office (CENTRAL TEST, 18-20 rue Claude Tillier, 75012 Paris, France).



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3. Bank transfer in favor of Central Test:

o in Euros (€)

HSBC, FRANCE

Bank Code	30056
Counter code	00004
Account Number	00040066571
Bank Statement Control Digit	90
Address	HSBC, Boulogne Billancourt

o in GB Pounds (£)

HSBC, UK

Address :	HSBC, London
Swift:	MIDLGB22
Sort Code:	40 07 07
Account No:	21785850
IBAN:	GB49MIDL40070721785850

o in US Dollars, (\$)

HSBC, UK

Address:	HSBC, London
Swift:	MIDLGB22
Sort Code:	40 07 07
Sort Code:	40 05 15
Account No:	68585744
IBAN:	GB77MIDL40051568585744

6.2 Under the unlimited subscription option the client has the option to pay at once for all the 3 (three), 6 (six), 12 (twelve) or 24 (twenty four) months subscription, as defined on the Invoice .The method of payment on a monthly basis for an unlimited subscription is through **direct debit**. Monthly payments should be made between the 1st and 5th of the month.



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7. INTELLECTUAL PROPERTY:

7.1 Under no circumstance do the above constitute a transfer of Central Test's intellectual property or of any authorization. Availability of any part or content of Central Test confers on the Client only a simple right to use as per the contract.

7.2 The Client shall not divulge Central Test's names and logos in his websites, without Central Test's explicit written consent and shall not include any information which could induce any doubt with respect to the creator of Central Test software and its Tests. Any violation of Central Test's intellectual property rights shall lead to immediate closure of the Client Account till such date when the Client corrects such ambiguous/confusing information, without Central Test having to claim damages.

7.3 However, the Client can, with the explicit written consent of Central Test, infringe upon article 7.2 as a part of certain operations related to publicity which promote the Company's activity. However, Central Test shall promote its rights before a competent court in case of unauthorized use other than initially foreseen or in case of related activities.

7.4 The Client has no right to extract all or any part of the Central Test's test contents (questions, answers, behavioral typologies, written comments, etc.), with an aim to develop his own tools or to translate the existing tests into another language.

8. RESPONSIBILITY

8.1 In any case, Central Test's responsibilities shall not be questioned in the following cases:

4. Temporary interruptions for maintenance of the site and/or for its development ;
5. Functional difficulties or temporary interruptions of its services for reasons beyond its control, notably in case of interruptions due to power cuts or telecommunication services, or in case of failure or malfunctioning of the data transmission networks.

8.2. The Client shall be solely responsible for any malfunctioning of the service arising due to abnormal use of the Client Account and shall agree in written to immediately contact the Hotline in case of malfunctioning of the service and before any manipulation is carried out by him.



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9. LOYALTY

Central Test and its client agreed to be reciprocally loyal. The Client agrees in written, not to take part or be a part of any activities leading to disloyal competition or industrial espionage towards Central Test.

10. GENERAL CONDITIONS

10.1 Central Test reserves the right to modify the present General Conditions for membership based on the progress of its offer and on the market. Modifications shall take immediate effect upon their notification to the Client, by any means chosen by Central Test. According to the rules of the Civil Code, these shall not apply to contracts being carried out at the time when they come into force.

10.2 The Client shall connect to the Platform provided to him by Central Test, through his own terminal equipment of telecommunication. Central Test does not provide the Client with any materials, telephone instrument nor “Hardware” terminal equipment.

10.3 The data belonging to the Clients and their candidates are collected, recorded and saved according to the legal conditions related to IT and to files and licenses dated 6 January 1978. Clients and their candidates can avail of the right to access and to legally rectify with Central Test, or the candidates can approach Central Test’s Clients running the online tests.

10.4 Only those cases are considered as force majeure which are deemed as such according to the jurisprudence of the Supreme Court and/or according to Article 1148 of the Civil code. Central Test shall not be held liable to the client for any suspension or interruption of Service due to force majeure or due to the Client’s personal reasons.

10.5 All proof must be furnished in lieu of the above.

10.6 Nullity of one or many clauses of the General Conditions for Membership shall not lead to invalidating them.



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11. ASSIGNMENT OF JURISDICTION

The Parties agree that this contract shall be subject to the French Law. Any dispute regarding validity, interpretation and execution of this contract shall be referred exclusively to the Commercial Court of PARIS.

Signature of the legal representative:

Name and position of the signatory:

Date and stamp of the company: