

**ONLINE SERVICES – UNIT PURCHASES
SERVICE MODULE 2
VERSION: 3.0
VERSION DATE: 20TH DECEMBER 2021**

Thomas and the Account Holder have entered into master terms and conditions for the provision to the Account Holder of certain solutions (the “Master Agreement”).

Pursuant to this Master Agreement, the Account Holder is entering into an Order for the purchase of specific Solutions, in respect of which these Service Module terms and conditions (the “Service Module Terms”) shall apply.

These Service Module Terms shall apply to and govern the Account Holder’s purchase of Units in respect of the Account Holder’s use of the Online Services (as defined below). These Service Module Terms amend the terms of the Master Agreement, except that in the event of any conflict, ambiguity or inconsistency between the Order and these Service Module Terms, the terms of the applicable Order shall take precedence accordingly.

1. DEFINITIONS

1.1 Any reference to capitalised terms in these Service Module Terms will have the meaning given to them in the Master Agreement unless otherwise defined below.

“Allocation Date” means the date Units become available for use by the Account Holder;

“Credentials” means information relating to any Platform User, including access code, username, password and any biometric data which is designed to grant the Platform User access to the Online Unit Purchase Services and/or to authenticate their identity;

“E-Recruit Service” means the e-recruit service which may be chosen to be provided as a part of the Online Unit Purchase Services;

“Online Unit Purchase Services” means the services provided by Thomas either via the Thomas Platform, the Thomas Website or through use of the Thomas system whereby the Account Holder purchases Units in order for Platform Users to access various Solutions and related services, including the provision of Assessments;

“Roll-Out Date” means:

- (a) the date on which these Service Module Terms become effective in the jurisdiction to which they relate, and until such date these Service Module Terms shall not be applicable in that jurisdiction;
- (b) for the United Kingdom, 1 October 2019, or such other date as Thomas may in its sole discretion notify the Account Holder; and
- (c) for any other jurisdiction, the date which Thomas shall notify within the jurisdiction to which the relevant Roll-Out Date applies;

“Unit” means each individual unit purchased by the Account Holder in order to be granted access to all or some of the Online Unit Purchase Services, in accordance with clause 3 of these Service Module Terms; and

“Unit Term” has the meaning set out in clause 3.3.

2. ONLINE UNIT PURCHASE SERVICES

2.1 The Account Holder must have the benefit of an existing and valid Platform Licence in order to purchase, access and use Online Unit Purchase Services in accordance with these Service Module Terms.

2.2 Thomas grants the following Identities the following rights of access when using Online Unit Purchase Services purchased by the Account Holder:

2.2.1. Platform Users can access the Online Unit Purchase Services for the purpose of initiating and administering Assessments;

2.2.2. Candidates can access the Online Purchase Unit Services solely for undergoing Assessments which have already been initiated and administered, provided always that:

2.2.3. the relevant Identity has a sufficient number of Units to be granted such access in accordance with clause 3; and

2.2.4. where Online Unit Purchase Services are accessed in exchange for Units, the relevant number of Units shall be deducted from the Account Holder’s account.

2.3 Where the Online Unit Purchase Services are provided by means of software components running on the Account Holder Environment, without prejudice to the licence granted pursuant to clause 5.1 (Licences) of the Master Agreement, Thomas grants to the Account Holder a limited, non-exclusive licence to use such components in order to receive the Online Unit Purchase Services, and whereby such licence shall terminate upon termination of the Master Agreement, these Service Module Terms and/or the applicable Order to which the licence relates.

2.4 In addition to the disclaimers set out in clause 13.2 (Disclaimers) of the Master Agreement, and except to the extent prohibited by law, or to the extent any statutory rights apply and cannot be excluded, limited or waived, Thomas and its licensors disclaim all warranties that any Content provided by any Candidates or potential Candidates is accurate, including any data obtained about potential Candidates using the E-Recruit Service. The Account Holder is responsible for verifying all information provided by such Candidates or potential Candidates.

2.5 E-Recruit Service

In respect of the E-Recruit Service only, the Account Holder grants to Thomas a limited non-exclusive trade mark licence to use and reproduce the Account Holder’s name and logo as supplied by the Account Holder on web pages comprising the E-Recruit Service portal, to the extent necessary for Thomas to provide the E-Recruit Service to the Account Holder.

2.6 Key Performance Indicators

2.6.1. Without prejudice to clause 13.2 (Disclaimers) of the Master Agreement, Thomas shall use reasonable endeavours to ensure the following key performance indicator is met with regard to availability of the Online Purchase Unit Services:

2.6.1.1. the Online Purchase Unit Services shall be available twenty-four (24) hours a day, seven (7) days a week, provided that:

- (a) such availability shall exclude any planned or unplanned maintenance on the Thomas Platform which Thomas may carry out at any time and whereby Thomas shall use reasonable endeavours to provide the Account Holder of prior notice of such unavailability; and
- (b) the Account Holder maintains a sufficiently fast and reliable internet connection and uses a browser environment which complies with Thomas guidelines published
- (c) from time to time on the Thomas Website and which may require the downloading of additional browser plug-ins to enable access and whereby Thomas is not responsible for such third party plug-ins and the Account Holder is responsible for complying with any licence agreements and other terms and conditions which may apply to them.

3. UNIT PURCHASE AND FEES

3.1 The purchase of a certain number of Units by the Account Holder permits access to certain of the Online Unit Purchase Services, as can be viewed in the Unit purchase chart which is available to view on the Thomas Platform information page.

3.2 Units have no monetary value, are not redeemable on non-use, are not refundable or exchangeable in whole or in part, are not transferable to third parties and are not available for the purchase of anything other than access to the Online Unit Purchase Services.

3.3 Subject to clauses 3.4 to 3.8 (inclusive), Units with an Allocation Date:

3.3.1. prior to the Roll-out Date for the jurisdiction in which they are purchased, are valid from the relevant Allocation Date until twenty-four (24) months following the Roll-Out Date (or such other date as Thomas may in its sole discretion notify the Account Holder); and

3.3.2. on or after the Roll-Out Date for the jurisdiction in which they are purchased, are valid from the relevant Allocation Date for a period of twenty four (24) months, (the “Unit Term”). After the Unit Term has expired in respect of a Unit, such Unit will no longer be valid and the Platform User will not be permitted to use an expired Unit to access any or all of the Online Unit Purchase Services.

3.4 Units are valid for the duration of the relevant Unit Term, unless the Platform Licence to which they relate either expires or is terminated for any other reason, in which case the Unit Term in respect of such Units will automatically expire and the Units will no longer be valid.

- 3.5 If these Service Module Terms are terminated for any reason, any unused Units which the Account Holder has purchased in respect of these Service Module Terms will automatically expire as at the date of such Platform Licence or Service Module termination.
- 3.6 If an Order for Online Unit Purchase Services is terminated, any unused Units which the Account Holder has purchased in respect of such Order will automatically terminate as at the date of such termination.
- 3.7 If the Account Holder has its access to the Platform and/or Platform Licence disabled or suspended by Thomas pursuant to Service Module 1 (Thomas Platform Licence Terms), any unused Units which the Account Holder has purchased under these Service Module Terms will automatically be disabled or suspended for the same amount of time of disablement or suspension relating to the Platform and/or Platform Licence as applicable. Once a period of disablement or suspension is over and access to the Platform and/or Platform Licence is resumed by the Account Holder, the unused Units will continue to be effective for the remainder of the Unit Term.
- 3.8 The Fees for Online Unit Purchase Services provided pursuant to these Service Module Terms shall be calculated on a per Unit basis, which shall be chargeable in accordance with Thomas' then-current Unit price list and which shall be payable in accordance with clause 7 (Fees and Payment) of the Master Agreement.
- 3.9 For the avoidance of doubt an Account Holders use of Units will be based upon the use of the oldest units first.

4. ACCOUNT HOLDER OBLIGATIONS

4.1 The Account Holder shall:

- 4.1.1. not, and shall ensure that the Platform Users shall not access or attempt to access the Online Unit Purchase Services other than through the URL supplied by Thomas;
- 4.1.2. not access any API providing access to the Online Unit Purchase Services except where such API access has been explicitly granted by Thomas, and subject to the interface specifications supplied by Thomas from time to time, including any requirements set out in Service Module Schedule 7 (Integration Services);
- 4.1.3. ensure that all Platform Users comply with the terms of the Master Agreement and these Service Module Terms;
- 4.1.4. revoke the Credentials of any Platform User where it believes, or where Thomas believes, that such Credentials have been compromised;
- 4.1.5. notify Thomas as soon as it becomes aware that the Credentials assigned to any Administrator have been compromised to enable Thomas to investigate the circumstances and withdraw and replace the compromised Credentials;
- 4.1.6. follow, and shall ensure that the Platform Users follow, all reasonable instructions of Thomas in the use of and access to the Online Unit Purchase Services;
- 4.1.7. ensure that the Platform Users have received appropriate training, and shall not allow anyone to attempt to conduct or interpret the result of any Assessment who has not had appropriate training;
- 4.1.8. fully and effectively indemnify and hold harmless Thomas against all costs, claims, losses and expenses arising out of any claim from a third party arising out of any misuse of the Online Unit Purchase Services or any breach of these Service Module Terms;
- 4.1.9. be responsible for maintaining backups of its data, including any Content, including any such data and/or Content held on Thomas' systems; and
- 4.1.10. in respect of the E-Recruit Service only, ensure that any job advertisements it prepares, any information it provides to Thomas (including any Content) and any recruitment process all comply with all Applicable Laws and the Account Holder shall indemnify and keep Thomas, its officers, servants and agents indemnified against any costs, claims, expenses or losses arising directly or indirectly from any failure so to comply.