

## **THOMAS INTERNATIONAL LIMITED**

### **TERMS OF WEBSITE USE**

#### **WHAT'S IN THESE TERMS?**

1. This page (together with the documents referred to in it) sets out the terms and conditions that apply to your use of the website [www.thomas.co](http://www.thomas.co) including your environment and any related sub-domains ("the website"), whether as a guest or a registered user.
2. Click on the links below to go straight to more information on each area:
  - [Information about us and how to contact us](#)
  - [By using the website you accept these terms](#)
  - [Other terms that may apply to you](#)
  - [We may suspend, amend, or withdraw the website](#)
  - [You must keep your account details safe](#)
  - [Transactions concluded through the website](#)
  - [Cancelling your registration as a user](#)
  - [Intellectual property rights](#)
  - [Content of the website](#)
  - [Our liability and responsibility for loss or damage suffered by you](#)
  - [If you are a business user](#)
  - [If you are a consumer using the website in your personal \(not business\) capacity](#)
  - [If you are a Profile User](#)
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#### **INFORMATION ABOUT US AND HOW TO CONTACT US**

3. [www.thomas.co](http://www.thomas.co) is a website operated under licence to Thomas International Limited ("We"). We are registered in England and Wales as a limited company under company number 02518079 and have our registered office at 1st Floor, 18 Oxford Road, Marlow, Buckinghamshire, SL7 2NL. Our VAT number is GB306 5727 06.

#### **BY USING THE WEBSITE YOU ACCEPT THESE TERMS**

4. Please read these terms of use carefully before you start to use the website. We recommend that you print a copy of these terms for future reference.
5. By using the website you confirm that you accept these terms of use and you agree to comply with them. If you do not agree to these terms of use you must not use the website.
6. We may update and change the website from time to time to reflect changes to our solutions, services, deliverables, users' needs and our priorities. We will try to give you reasonable notice of any major changes.

#### **OTHER TERMS THAT MAY APPLY TO YOU**

7. Certain additional terms also apply to your use of the website, namely the provisions of any cookies and/or privacy notice we publish on the website.
8. If you purchase goods or services from us, our standard terms and conditions will apply.

#### **WE MAY SUSPEND, AMEND, OR WITHDRAW THE WEBSITE**

9. We reserve the right to withdraw, suspend or amend the website or any service we provide on the website without notice for business and operational reasons.
10. From time to time, we may restrict access to some parts of the website, or our entire website, to users who have registered with us.
11. We will have no liability or responsibility if for any reason the website is unavailable at any time or for any period.
12. We will try to give reasonable notice of any suspension or withdrawal.
13. You will be responsible for ensuring that all persons who access the website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

14. If you choose, or you are provided with, an identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.
15. We have the right to disable any identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
16. If you know or suspect that anyone other than you knows your identification code or password, you must promptly notify us at [clientadmin@thomas.co.uk](mailto:clientadmin@thomas.co.uk).
17. If you are registered as a business user of the website, you represent and warrant that you (the individual doing so) have the authority to act on behalf of and to bind the relevant legal entity.
18. You agree to indemnify (i.e. compensate) us for any loss, damage, cost or expense we suffer as a result of a failure by you to observe and comply with the conditions of these terms of use or any document referred to in them.
19. We reserve the right to suspend your access to the website or your registration as a user immediately if you fail to comply, or we have reasonable grounds to believe that you are failing to comply, with any of these terms of use or any document referred to in them.

#### **TRANSACTIONS CONCLUDED THROUGH THE WEBSITE**

20. Nothing in this website is intended as a contractual offer for the provision of our goods or services capable of acceptance by you as principal or agent. Any transactions started via the website represent an offer by you to transact on our terms, such offer only being accepted if subsequently confirmed by us in the manner indicated in the relevant part of the website. This will usually be by confirmation email.

#### **CANCELLING YOUR REGISTRATION AS A USER**

21. You can cancel your registration as user of the website at any time, but this will not affect your obligations in relation to any services or information you have already received.

#### **INTELLECTUAL PROPERTY RIGHTS**

22. We are the owner or licensee of all intellectual property rights in the website and the material published on it. Those works are protected by copyright, trade mark and other laws around the world. All such rights are reserved.
23. You may print off one copy, and may download extracts, of any page(s) from the website for your personal use and you may draw the attention of others within your organisation to material posted on the website.
24. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
25. You must not use any part of the materials on the website for commercial purposes or for any other purpose not permitted by these terms of use without obtaining a licence to do so from us or our licensors, unless you have obtained the materials as an online client, in which case your use of those materials is subject to the terms and conditions applicable to the use of those solutions.
26. Our status (and that of any identified contributors) as the authors of content on the website must always be acknowledged.
27. If you print off, copy or download any part of the website in breach of these terms of use, your right to the website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
28. "Thomas" and the jelly man logo are trade marks of Thomas International Limited. You are not permitted to use them without our approval, unless they are part of material you are using and such use is strictly as permitted by these terms of use.

#### CONTENT OF THE WEBSITE

29. The content on the website is provided for general information only. Commentary and other materials posted on the website are not intended to amount to advice on which you should rely. We will have no liability or responsibility for any reliance placed on such materials by any visitor to the website or by anyone informed of any of its contents.
30. You must not act or refrain from acting based on any information you obtain from the website unless you have obtained professional or specialist advice from a suitably qualified individual.
31. Although we make reasonable efforts to update the information on the website, we make no representations, warranties or guarantees, whether express or implied, that the content on the website is accurate, complete or up to date.
32. If you have any concerns or questions about material which appears on the website, please contact [marketing@thomas.co.uk](mailto:marketing@thomas.co.uk)

#### OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

33. Where you obtain solutions, services and/or deliverables from us, the supply of such solutions, services and/or deliverables is subject to our standard terms and conditions, which may contain different limitations and exclusions of liability and which supersede the terms set out below insofar as any liability arising out of the supply of such solutions, services and/or deliverables is concerned.
34. None of the below excludes or limits our liability for death or personal injury arising from our negligence, nor for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability where it would be unlawful to do so.
35. No agency, partnership, joint venture, employment relationship or franchise relationship is intended or created between you and us as a result of your use of the website or by you entering into any contract to buy our solutions, services and/or deliverables.
36. **If you are a business user:**
  - (a) To the extent permitted by law, we and other members of our group of companies expressly exclude all implied conditions, warranties and other terms which might otherwise apply to the website or any content on it.
  - (b) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
    - use of, or inability to use, the website; or
    - use of or reliance on any content displayed on the website.
  - (c) In particular we will not be liable for any of the following (in each case whether direct, indirect or otherwise):
    - loss of income, sales, revenue, business, profits;
    - loss of anticipated savings;
    - loss of or corruption to data;
    - loss of goodwill; business opportunity or reputation; or
    - wasted management or office time.
  - (d) We will not be liable for any indirect or consequential loss or damage.
37. **If you are a consumer (which includes a Profile User) using the website in your personal (not business) capacity:**
  - (a) Please note that we only provide the website for domestic and private use. You agree not to use the website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
  - (b) We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms of use, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is "foreseeable" if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
  - (c) If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
38. **If you are a Profile User**
  - (a) When you set up and register a Profile User Account with us it is on the understanding that it is solely for your own personal use. You may not transfer to or allow anyone else to access or use your Profile User Account.
  - (b) As a Profile User, you may receive a Link Request from one of our Customers to complete an Assessment in which case you acknowledge and agree that by accepting such a Link Request and completing an Assessment we will use the completed Assessment to prepare both a Profile User Report and a Customer Report. If you complete an Assessment which was not in response to a Link Request, we will only prepare a Profile User Report for you.
  - (c) Once you have completed an Assessment, we will make available to you in your Profile User Account a Profile User Report. If you have completed an Assessment as result of having received a Link Request we will also prepare and make available to the Customer who sent you the Link Request, access to a Customer Report in their own Customer Account.
  - (d) Only you and we will be able to view your Profile User Report.
  - (e) All Profile User Reports are provided for general information purposes only with the aim of providing you with insights into yourself and your psychological characteristics. They are not intended to show or suggest your suitability for any particular job role, job type or occupation.
  - (f) Subject to your data protection rights as described in our Thomas Privacy Notice, you acknowledge and agree that you will not have access to, be able to view or have any rights to any Customer Report or any of the data used to compile such a Customer Report which shall be and remain at all times our property ([thomas.co/privacy-notice](https://thomas.co/privacy-notice)).
  - (g) You or we may terminate your Profile User Account at any time. If your Profile User Account is terminated: i) you will no longer have access to the Thomas Platform; ii) we will delete all your Profile User Reports; iii) any link between your Profile User Account and any Customer who has sent you a Link Request will be terminated and iv) we will continue to make available to any Customer who has sent you a Link Request and in respect of which you have completed an Assessment, a copy of the related Customer Report but only for so long as is allowed under our agreement with that Customer.

#### HOW WE MAY USE YOUR PERSONAL INFORMATION

39. We will only use your personal information, and the personal information of any other person that you may supply to us, as set out in our privacy notice which may be accessed at [thomas.co/privacy-notice](https://thomas.co/privacy-notice).

## ACCEPTABLE USE OF THE WEBSITE

### Prohibited uses

40. You may use the website only for lawful purposes. You may not use the website:
- in any way that breaches any applicable law or regulation;
  - in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - for the purpose of harming or attempting to harm minors in any way;
  - to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in paragraphs 42-46 below;
  - to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
41. **You also agree:**
- unless otherwise agreed, not to reproduce, duplicate, copy or re-sell any part of the website;
  - not to access without authority, interfere with, damage or disrupt:
    - any part of the website;
    - any equipment or network on which the website is stored;
    - any software used in the provision of the website; or
    - any equipment or network or software owned or used by any third party.

### CONTENT STANDARDS

42. The following content standards in paragraphs 44 and 45 below ("Content Standards") apply to any and all material which you contribute to the website ("Contribution"), and to any interactive services associated with it.
43. The Content Standards must be complied with in spirit as well as to the letter. The Content Standards apply to each part of any Contribution as well as to its whole. We will determine, in our discretion, whether a Contribution breaches the Content Standards.
44. **A Contribution must:**
- be accurate (where it states facts);
  - be genuinely held (where it states opinions); and
  - comply with the law applicable in England and Wales and in any country from which it is posted.
45. **A Contribution must not:**
- be defamatory of any person;
  - be obscene, offensive, hateful or inflammatory;
  - promote sexually explicit material;
  - promote violence;
  - promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - infringe any copyright, database right or trade mark of any other person;
  - be likely to deceive any person;
  - breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - promote any illegal activity;
  - be in contempt of court;
  - be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - be likely to harass, upset, embarrass, alarm or annoy any other person;
  - impersonate any person, or misrepresent your identity or affiliation with any person;
  - give the impression that the Contribution emanates from us, if this is not the case;
  - advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; or
  - contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
46. You are solely responsible for securing and backing up your content, including any Contribution.

### BREACH OF ACCEPTABLE USE POLICY

47. When we consider that a breach of the acceptable use policy set out in paragraphs 40-46 above ("Acceptable Use Policy") has occurred, this will constitute a material breach of these terms, and we may take such action as we deem appropriate, including all or any of the following actions:
- immediate, temporary or permanent withdrawal of your right to use the website;
  - immediate, temporary or permanent removal of any Contribution uploaded by you to the website;
  - issue of a warning to you;
  - legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - further legal action against you; and/or
  - disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
48. You warrant that any Contribution complies with the Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
49. We have the right to disclose your identity to any third party who is claiming that any Contribution constitutes a violation of their intellectual property rights, or of their right to privacy.
50. We have the right to remove any Contribution if, in our opinion, the Contribution does not comply with the Acceptable Use Policy.

### VIRUSES, HACKING AND OTHER OFFENCES.

51. We do not guarantee that the website will be secure or free from bugs or viruses.
52. You are responsible for configuring your information technology, computer programs and platform to access the website. You should use your own virus protection software.
53. You must not misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and disclose your identity and relevant personal details to them. In the event of such a breach, your right to use the website will cease immediately.

### LINKS TO AND FROM THE WEBSITE

54. You may link to our home page provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, and does not suggest any form of association, approval or endorsement on our part where none exists.
55. You must not establish a link from any website that is not owned by you.
56. The website must not be framed on any other website. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the Acceptable Use Policy set out above.
57. If you wish to link to or make any use of content on the website other than that set out above, please contact [marketing@thomas.co.uk](mailto:marketing@thomas.co.uk).
58. Where the website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or

resources and accept no liability or responsibility for them or for any loss or damage arising from your use of them.

#### **JURISDICTION AND APPLICABLE LAW**

59. If you are a consumer, these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
60. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) and use are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### **DEFINITIONS**

- "**Assessment**" means an online assessment of one or more questions created by or on our behalf and completed via the Thomas Platform;
- "**Customer**" means a customer of ours who will by way of a Link Request be asking you to complete an Assessment for the purpose of preparing a Customer Report
- "**Customer Account**" means an on-line account which our Customer has set up with us on the Thomas Platform in order to amongst other things send Link Requests and receive Customer Reports;
- "**Profile User**" means an individual who has a Profile User Account;
- "**Profile User Account**" means an on-line account which you have set up with us on the Thomas Platform for completing Assessments and viewing Profile User Reports.
- "**Profile User Report**" means a report prepared by us for you based on any Assessment completed by you;
- "**Customer Report**" means a report prepared by us for a Customer from whom you have received a Link Request and based on any Assessment(s) completed by you;
- "**Thomas Platform**" means the various facilities and tools offered and provided by us via our online management system including, but not limited to Profile User Accounts and Customer Accounts;
- "**Link Request**" means the Customer has requested that a Profile User allows their Profile User Account to be connected to their Customer Account.

#### **S 18\_WebsiteTerms of Use\_V6 (April 2023)**

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