



Occupational Services to Industry

TERMS OF BUSINESS FOR PURCHASING MATERIALS

1. Definitions

1.1 "Materials" means all our products available via our website; 1.2 "Os2i" means the Os2i partnership and its affiliates; 1.3 "Purchaser" means the company or individual who has contracted to purchase Materials (who may, or may not, also be a Registered User); 1.4 "Registered User" means an individual who is registered with Os2i as qualified to purchase all or some of the Materials provided via the website (and whose account has not been suspended).

2. Registration

2.1 We seek to uphold the guidelines established by the British Psychological Society (or other appropriate bodies outside the UK) on sale and use of Materials. Therefore, purchase of Materials must be made by an identified Registered User who is registered with us as a qualified user. In order to register as a qualified user of Materials a user must have successfully completed Registration with Os2i. 2.2 The Purchaser shall ensure that the password allocated to a Registered User is only used by that Registered User and that the Registered User at all times complies with these Terms. 2.3 If a Registered User ceases to be an employee of, or associated with, the Purchaser, the Purchaser shall inform us as soon as reasonably possible, and we shall delete the name of the Registered User from our register of Os2i users. For the avoidance of doubt, if the Purchaser fails to inform us of any change to its list of permitted Registered Users, and a former employee or associate of the Purchaser continues to use the Service, the Purchaser shall remain liable for any such use of the Service.

3. Ordering

3.1 When a Registered User requests Os2i Materials in the 'Members Area' screen of the Os2i website, and then confirms the request in the 'Checkout' screen, an order has been placed. 3.2 **Orders cancelled after confirmation will not be refunded.** 3.3 An order may be refused if Os2i has reasonable grounds to believe that it has not been placed by a bona fide Registered User. 3.4 We will use our reasonable endeavours to ensure that Materials from the Service are available to the Registered User within 48 hours of the Materials being requested.

4. Payment

4.1 Unless otherwise agreed in writing, we will process orders for Os2i Materials by Pro Forma invoice. 4.2 Unless otherwise stated, the price payable for the Materials will be the price as set out in the current Os2i catalogue; VAT will be added to the price where applicable.



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5. Purchaser's Obligations

5.1 The Purchaser may provide the Materials to individuals in order for such individuals to be assessed under the Purchaser's supervision; in no other circumstances may the Purchaser give, sell, or otherwise dispose of, the Materials or any part of the Materials, to third parties or act as agent or distributor of the Materials. Any selling-on or any unauthorised use, reproduction or modification of the Materials is strictly prohibited. 5.2 The Purchaser may not make use of data collected as a result of the Purchaser's use of the Materials to create products for commercial sale or other commercial exploitation. 5.3 The Purchaser shall comply with Ethical Guidelines for use of Os2i and ADEPT® Materials. 5.4 If the Purchaser uses customisation facilities available from Os2i to apply different branding to Os2i and ADEPT®, or to alter or deviate from the standard supplied wording in relation to the content of the Materials, the Purchaser shall ensure that it possesses all necessary intellectual property rights or permissions and that any changes are lawful, appropriate and related to the subject matter of Os2i and ADEPT®, Os2i shall have no responsibility or liability in relation to any such customisation of the Service, including any infringement of third party intellectual property rights, misuse, or unlawful or inappropriate content. 5.5 In the event that the Purchaser is not also the Registered User, the Purchaser shall ensure that any and all Registered Users comply with the obligations set out in clauses 5.1 to 5.4 as if such Registered User were the Purchaser. 5.6 The Purchaser shall indemnify Os2i in the event that Os2i suffer any losses, claims, liabilities, damages, expenses or costs as a result (whether direct or indirect) of any breach by the Purchaser or the Registered User(s) of clauses 5.1 to 5.5. 5.7 The Purchaser shall further indemnify Os2i in respect of any claims brought by an individual or client of the Purchaser against us in relation to the Purchaser's use of the Materials. 5.8 All Purchasers and Registered Users shall be required, in using Os2i's Materials to verify any local requirements and/or restrictions on using the Materials in general and, in particular, in that jurisdiction, whether imposed by law, regulation or by a local regulatory or governmental body. Where any local requirements and/or restrictions exist that alter the criteria for, or prevent, use of the Materials within a particular jurisdiction, it shall be the responsibility of the Purchaser and Registered User to ensure that it fully complies with any and all such local requirements and/or restrictions. Where any individual or entity uses the Materials in a particular jurisdiction in contravention of any local requirements and/or restrictions, whether knowingly or inadvertently, such individual or entity shall be solely responsible and liable for such use and shall hold harmless and indemnify the Os2i in respect of any loss or claim by a third party against Os2i arising from such. Further, in the event that a Purchaser and/or Registered User has failed to ensure that any Materials may be legitimately used within a particular jurisdiction and subsequently purchases Materials for use in that jurisdiction, such Purchaser and/or Registered User shall be liable for the costs thereof and Os2i shall bear no responsibility or liability for return of such Materials or the reimbursement of any associated costs.

6. Intellectual Property

6.1 The Materials are owned by, or licensed to, Os2i. Reproduction of the Materials, in whole or in part, in any form or media, by any process (including posting on the internet or any intranet, or unauthorised emailing), is prohibited except where Os2i's business simulation assessment events (**ADEPT®**) and exercises have been purchased and licensed by Os2i under a:-



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7. Privacy Policy

7.1 All the data, personal and otherwise, that we collect as a result of your use of the Materials is handled in accordance with our Privacy Policy. It is the Purchaser's duty to ensure that it has the consent of the client to permit Os2i to use the data in the manner set out in the Privacy Policy.

8. Liability

8.1 Our liability arising under or as a result of the provision or use of the Materials, whether in contract, tort, breach of statutory duty or otherwise, will not exceed the price paid by the Purchaser for the Materials. 8.2 Nothing in these Terms will exclude or limit our liability for death or personal injury caused by our negligence, or for any fraud on our part, or for any liability that cannot be excluded by law. 8.3 Subject to clause 8.2, we will not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, or for lost or wasted management time or the lost time of other employees arising from the Purchaser's use of the Materials (whether direct or indirect). 8.4 Except as expressly set out in these Terms we exclude to the fullest extent permitted by law all warranties, representations, terms, conditions and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise.



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9. General

9.1 These Terms are governed by English law and you agree you will only sue us in the courts of England. The place of performance of the contract will be England. 9.2 Os2i reserves the right to change these Terms at any time without prior notice to you, so please check them regularly. 9.3 In the event of any conflict between these Terms (as displayed on our website) and those in our catalogue or elsewhere, these Terms (as displayed on our website) shall prevail. 9.4 Os2i is registered at, 13 Station Road, Faversham, Kent, ME13 8EB United Kingdom.