

Onetest Express Terms & Conditions and Privacy & Cookie Policy Effective 1 January 2012

Before You register for Your Onetest Express Account and can use Onetest Express System on the Onetest Express Website, You must read and agree to this Agreement and the Privacy Statement (together, the "**Agreement**"). The Agreement sets out the terms on which Onetest ("**We**", "**Us**" or "**Our**") agrees to provide the Service to You and conditions under which You may purchase Products and the Service.

We can change the Agreement at any time. We will give You notice of any change by email when a change is made, sent to the email address that You provide when registering (or any other email that You provide subsequently) and will also post the changes on the Onetest Express Website. Accordingly, it is important that You ensure that the email address that We have for You is current. Any changes made by Onetest to these Terms of Use will not apply to disputes of which Onetest had actual notice at the date the changes are made.

By registering for Your Onetest Express Account or using the Service, You accept and agree to abide by the Agreement. If You do not agree, You must not use the Service.

1. Definitions and interpretation

1.1 Definitions

In this Agreement, the following expressions have the following meanings:

Account Details means the details You provided to register for the Service.

Brand Features means the copyright, trademarks, domain names, patents and confidential information of Onetest.

Business Day means a day that is not a Saturday, Sunday or any other day, which is a public holiday in Brisbane, Queensland.

Fee means the cost of Your Order based on the selection of Products nominated in the Order at the applicable standard prices plus GST at the time an Order is submitted.

Onetest Assessments means the professionally developed psychometric assessments designed specifically to identify various attitudes, traits and likely actions of Participants in a work environment described in an Order.

Onetest Express Website means the website located at addresses www.onetest.com.au; www.onetest.com; www.onetest.co.nz; www.onetest.co.uk and such other domains as advised from time to time.

Onetest Results means the feedback, information and reports provided by the Onetest System based on Participant's Input.

Onetest System means the Onetest Express Website and all the processes enabled there from including but not limited to talent management features, the development of online surveys, Onetest Assessments, profiling, Participant Input, skills tests, selected third party products and the provision of reporting results to You, each and every feature whether referred to collectively or jointly and any feedback or other interaction between You and Onetest in the use of the Onetest System and Onetest Assessments.

Order means the order by You to purchase Onetest Assessments through the Onetest System from time to time.

Participant means an individual (an applicant, a candidate, a jobseeker, an employee current, prospective or future or a non-employee of You) who is asked to participate in Onetest Assessments.

Participant Input means the input of data, answers and other personal information as requested from time to time by the Onetest System and provided by the Participant. Interpretation of this input in completion of Onetest Assessments produces Onetest Results.

Products means the list of Onetest Assessments offered on the Onetest Express Website.

Prohibited Actions means the list of actions referred to in the Schedule.

Privacy Statement means the privacy statement located at the Onetest Express Website and referenced in this agreement.

Service means the advertisement for sale and purchase of the Onetest Assessments through the Onetest System on the Onetest Express Website and the provision of the Onetest Results.

You are the person named in Your Account Details.

Your Account means Your registered Account with Us.

1.2 Interpretation

(a) A reference to a person includes any other entity recognised by law and vice versa.

(b) Headings, underlining, marginal notes and indexes are only included for ease of reference and do not affect interpretation.

- (c) A reference to any legislation or legislative provision includes any modifying, consolidating or replacing legislation or legislative provisions from time to time, and includes all regulations, rules and other statutory instruments issued under the legislation.
- (d) A reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time.
- (e) References to parties, clauses, schedules, annexures or exhibits are references to parties, clauses, schedules, annexures or exhibits to this Agreement unless otherwise stated.
- (f) References to months and years mean calendar months and years.
- (g) Words denoting the singular number include the plural, and vice versa.
- (h) Where any word or phrase is given a defined meaning any other grammatical form of that word or phrase has a corresponding meaning.
- (i) No rule of construction or interpretation applies to the disadvantage of a party because that party prepared this Agreement.

2. Service

- 2.1 We agree to provide the Service to You from the date You accept the Agreement, complete the Account Details and registration process and pay the Fee.
- 2.2 You may place an Order with Us by selecting Products, entering Your payment details and pressing the "Pay Now" button. Orders are deemed to be received by Us at the time of successful transmission of the Order. You will receive an automatic email confirming We have received Your Order.
- 2.3 We will deliver the Onetest Results completed by invited candidates to the email address nominated by You upon registration.
- 2.4 We accept an Order when the Order is received and payment is made (and not rejected).
- 2.5 We reserve the right to refuse to deliver to You.
- 2.6 Each Order is a separate agreement between You and Us.
- 2.7 We will comply with our Privacy Policy.
- 2.8 We reserve the right to access, read, preserve, and disclose any information as We reasonably believe is necessary to do any of the following:
 - (a) satisfy any applicable law, regulation, legal process or governmental request;
 - (b) enforce this Agreement, including investigation of breaches or potential breaches of it;
 - (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam);
 - (d) respond to user support requests; and
 - (e) protect the rights, property or safety of Us, Our users and the public.
- 2.9 Onetest uses Australian normative data where normative data is required in reporting.
- 2.10 Users of the system are responsible for ensuring the ethical and legal use of Onetest assessments in all circumstances, in relation to the governing psychology society standards and relevant legal guidelines.

3. Refund Policy

- 3.1 As Onetest Express provides non-tangible, immediate fulfilment of assessments, we do not issue refunds once the order is completed. You can re-issue assessments that were not completed by the original candidates for the same position or future positions/candidates.

4. Termination

- 4.1 You may cancel Your use of the Service without cause at any time by providing written notice to Us (through Contact Us) on the Website. However, a terminated Account may continue to exist for up to two business days before the cancellation takes effect.
- 4.2 We may at any time and for any reason, by notice to You by email, terminate the Service, terminate this Agreement, or suspend or terminate Your Account. On termination, Your Account will be disabled, You will have no access to and no right to use the Service, and You will not be granted access to Your Account, or any files, or other information contained in Your Account although residual copies of information may remain in Our system.

5. Your obligations

- 5.1 You must:
- (a) ensure that You comply with this Agreement;
 - (b) pay the Fee upon placement of Your Order;
 - (c) promptly notify Us if You believe or suspect that the Service or Your Account has been compromised;
 - (d) regularly check the email address provided to Us on registration for messages about the Service or Your Order (or, if You have arranged for emails to be forwarded to an alternate email address, You must check that alternate email address);
 - (e) provide current, accurate identification, contact, and other information that may be required as part of the registration process or continued use of the Service via Your user profile;
 - (f) acknowledges that a Participant may consent to the disclosure of valid Onetest Results obtained through use of the Onetest System in relation to this Agreement to other Clients on subsequent dates for different positions;
 - (g) acknowledges that the information obtained from assessment systems is persuasive rather than conclusive and should always be used in conjunction with other available information; ensure the security of Your use of the Service as outlined in the Schedule;
 - (h) complete the recommended e-learning modules based on your assessment selections;
 - (i) ensure that the appropriate authority has been obtained for use the credit card details requested upon payment of the Order;
 - (j) maintain the confidentiality of Your Account, Account password, and accept full responsibility for all activities that occur with Your Account. Where the current Account details including password are provided, We are entitled to assume that the access is by You, or authorised by You, and You indemnify Us completely against any claim of loss or damage that results from wrongful, fraudulent or other access (using the correct Account details or password) to Your Account; and
 - (k) comply with any taxation requirements in Your jurisdiction, including any "reverse charge" obligations if You are based in the United Kingdom. .
- 5.2 You must not do, and You must not authorise or encourage any third party to do, any of the following:
- (a) prevent other account holders from using the Service;
 - (b) use the Service for any illegal, fraudulent or inappropriate purpose;
 - (c) use the Service in any other way that violates any of the items as described in the list of Prohibited Actions;
 - (d) interfere with or construct Your own system to access the information on the Service; or
 - (e) act in any way that violates this Agreement.
- 5.3 You acknowledge and agree to each of the following:
- (a) the Service is only provided to You for so long as You continue to have a current and valid Account;
 - (b) the Service may be subject to technical limitations;
 - (c) the Service may include user-targeted, content-targeted advertisements and/or non targeted advertisements or other related information, as described in the Privacy Statement;

- (d) the Service is provided on an AS IS and AS AVAILABLE basis and We make no warranties or guarantees in respect of uptime for the Service;
- (e) due to the nature of the Service, We do not promise that it will be continuous, accessible at all times or fault-free;
- (f) You meet the minimum hardware and Internet connection specifications to use and suitably utilise the Onetest System; and
- (g) We reserve the right to modify, suspend or discontinue any part of the Service with or without notice at any time and without any liability to You.

5.4 When using Onetest assessments outside Australia, it is important that you are aware of your responsibilities in relation to the following:

- a) The Onetest assessments are only appropriate for roles that require a minimum Year 10 (Australian standard) level of English proficiency.
- b) All Onetest assessments use Australian-based normative comparison groups. It is important to consider the relevance of this to the specific role you are recruiting for.
- c) It is recommended that a local company specific or culturally relevant benchmark be established to ensure the most relevant comparison of candidates.
- d) All Onetest assessments must be used appropriately in accordance with local laws and ethical guidelines in recruitment
- e) All Onetest assessments must be used appropriately in accordance with local governing Psychology professional body guidelines
- f) Onetest assessments have been developed in accordance with the Australian Psychological society (APS) standards

6. GST

6.1 For the purpose of clause 6:

- (a) **GST** means GST within the meaning of the GST Act;
- (b) **GST Act** means "A New Tax System (Goods and Services) Act 1999" (as amended); and
- (c) Expressions set out in italics in this clause 6 bear the same meaning as those expressions in the GST Act.

6.2 To the extent that We make a *taxable supply* in connection with this Agreement, except where express agreement is made to the contrary and subject to clause 6, the consideration payable by You under this Agreement represents the *value* of the *taxable supply* for which the payment is to be made.

6.3 Subject to clause 6.4 if We make a *taxable supply* in connection with this Agreement for a *consideration* which, under clause 6.1, represents its *value*, then You must also pay, at the same time and the same manner as the *value* is otherwise payable, the amount of any *GST* payable in respect of the *taxable supply*.

6.4 The recovery of *consideration* for any *taxable supply* made under this Agreement is subject to Us issuing to You a *tax invoice* in respect of that supply.

7. Intellectual Property Rights.

You acknowledge that We own all right, title and interest in and to the Service, including without limitation all intellectual property rights (**Our Rights**), and Our Rights are protected by intellectual property laws. Accordingly, You must not copy, reproduce, alter, modify, reverse engineer or create derivative works from the Service, save as permitted by law. You must not use any robot, spider, other automated device, or manual process to monitor any content from, hosted by or that is otherwise available using the Service. Our Rights include rights to the Service developed and provided by Us, all software associated with the Service and the Brand Features. Our Rights do not include third-party content used as part of Service, including the content of third party advertisements or communications appearing on the Service.

8. Security and Privacy

8.1 As a condition to using the Service, You agree to the terms of the Privacy Statement issued or updated during the term of this Agreement.

8.2 We acknowledge that communications via the Onetest System between You and Participants are confidential to You and the Participant, and You acknowledge that these may also be read by Our employees in the maintenance and monitoring of the Onetest System, subject to Our obligations of confidentiality.

8.3 We use third party suppliers to provide certain tests complimentary to those provided by Us. In some cases these third party suppliers will require that when You want to use those third party tests to sign a separate agreement to cover the

supplier's legal rights. Kenexa is a case in point and where their Skills Tests have been included in the Products chosen, You will need to sign the Kenexa agreement.

- 8.4 The parties must use their reasonable endeavours to ensure that access to and information provided by the Onetest System is protected at all times during and required for by this Agreement from unauthorised access or use by a third party and from physical misuse, damage or destruction by any person. All Onetest Results will be treated private information for this Agreement, the Participant Terms and Conditions and the Onetest Privacy Policy.

9. Warranties and indemnity

- 9.1 You warrant to the best of Your knowledge that the materials and information provided to Us the purposes of providing the Services and an Order:
- (a) are true, correct and current;
 - (b) are able to be disclosed by You;
 - (c) do not infringe the rights of any third party;
 - (d) are able to be legally provided to Us and its disclosure does not breach any law or any obligation (whether of confidence or otherwise) owed to any person; and
 - (e) You have all necessary right, power and authority to enter into the Agreement and to perform the acts required of You under the Agreement.
- 9.2 You acknowledge that You have not relied upon or been induced by any representation by Us and We make no warranty or representation as to:
- (a) the results that may be obtained through the Service;
 - (b) the accuracy, reliability or otherwise of any information obtained through the Service;
 - (c) the Service or delivery network being uninterrupted, timely or error free; or
 - (d) whether Your use of the Service is legal. We cannot guarantee a delivery time for Your Order.
- 9.3 You indemnify and keep indemnified Us and Our officers, employees, agents, subsidiaries and affiliates against all claims (including third party claims), demands, damages, costs (including legal costs), penalties or suits arising out of or consequential upon Your use of the Service and any breach of any warranty or other term of this Agreement.

10. Limitation of Liability

- 10.1 To the extent permissible by law We exclude any liability:
- (a) for any failure of performance, error, omission, interruption, deletion, defect or delay in transmission or operation; or
 - (b) for any injury, loss or damage arising out of provision of the Services,
- provided that We do not exclude any such liability if it arises as a result of Our failure to take reasonable steps to guard against and use its best endeavours to immediately rectify any of the matters referred to in this clause 10.1 of which We are aware.
- 10.2 You acknowledge that We assume no liability and make no representations impliedly or expressly to assume or contribute in any form towards any costs You may incur through Your use of the Service.
- 10.3 To the fullest extent permissible at law, We are not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in anyway connected with the provision of or failure to provide the Service, an Order or otherwise arising out of the Service or an Order, whether based on contract, negligence, strict liability or otherwise, even if We have been advised of the possibility of damages.
- 10.4 You expressly agree that use of the Services and placing an Order is at Your own risk. To the extent allowed by law, Our liability for breach of a term implied into this Agreement by any law is excluded.
- 10.5 We give no warranty in relation to the Service or Order provided or supplied. Under no circumstances are We or any of Our carriers or suppliers liable or responsible in any way to You or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues), as a result, direct or indirect of any defect, deficiency or discrepancy in the Service or an Order including its form, content and timeliness of delivery, including, without limitation, for and in relation to any of the following:
- (a) any Service or Order supplied to You;
 - (b) any delay in supply of the Service or Order;
 - (c) any failure to supply the Service or Order;
 - (d) any technical or non-technical failure; or

(e) any content or information accessed via the Service with or without Your authorisation.

10.6 You acknowledge that the Products are not goods of a kind ordinarily acquired for private, domestic or household use or consumption. To the extent that the *Australian Consumer Law* applies, You acknowledge that Our liability is limited to the provision of resupplying the Service or the costs of having the Service supplied again.

11. Dispute resolution

11.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, including (without limitation) any question regarding the existence, validity, breach or termination of this Agreement must first be the subject of arbitration, administered by the Australian Commercial Disputes Centre Limited (**ACDC**) conducted and held in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law in force at the date of this Agreement.

11.2 The arbitrator must be agreed between the parties from a panel suggested by ACDC or failing agreement, an arbitrator appointed by the Secretary General of ACDC.

11.3 The arbitration must be conducted and held in accordance with and subject to the laws of Queensland.

11.4 Any arbitration proceedings must be held in Brisbane.

12. Notices

12.1 A notice, demand, consent or communication under this Agreement (**Notice**) must be:

(a) in writing and in English directed to the recipient's address for Notices specified in this agreement, as varied by any notice; and

(b) hand delivered or sent by pre-paid post or facsimile to that address.

12.2 A Notice given in accordance with **clause 12** takes effect when received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the notice in entirety unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire notice,

but if the delivery, receipt or transmission is not on a Business Day or after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the Business Day after that delivery, receipt or transmission.

13. Joint and Several Liability

Every covenant or provision in this Agreement applying to or binding, or a right conferred on, more than one person binds or benefits them jointly and each of them severally.

14. Consent

Any consent or approval referred to in, or required under, this Agreement from any party may be given or withheld, or given subject to any conditions, as that party in its absolute discretion thinks fit.

15. Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument. Execution of facsimile counterparts, and facsimile copies of executed counterparts, is sufficient for this purpose.

16. Assignments

A party must not assign or novate any right or obligation under this Agreement without the other party's prior written consent.

17. Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

18. Entire Agreement

Each party must do, sign and deliver and must procure that each of its employees and agents does, signs, and delivers, all acts, , things and documents reasonably required of it by notice from another party to effectively carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

19. Severability

- (a) If any part of this Agreement is void or unenforceable in any jurisdiction, then for the purposes of that jurisdiction if possible, that part is to be read down so as to be valid and enforceable.
- (b) If clause 19(a) is not possible, and that part does not go to the essence of the Agreement, that part will be severed from this Document and the rest of this Document continues to have full force and effect.

20. Governing law and jurisdiction

- (a) The laws in force in Queensland and the Commonwealth of Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement. Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum where that venue falls within Queensland.
- (b) Any legislation that gives contractual rights to non-parties does not apply to this Agreement.

SCHEDULE

Prohibited Acts

In addition to those acts listed in the terms, the following acts are prohibited in using or in connection with the Service:-

- Send, upload, distribute, disseminate, or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content.
- Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.
- Impersonate another person (via the use of an email address or Account) or otherwise misrepresent Yourself or the source of any email or communication.
- Use the Onetest Express Website to violate the legal rights (such as rights of privacy and publicity) of others.
- Use the Onetest System for any purpose other than recruitment unless agreed to in writing in advance by Onetest.
- Allow anyone to access or view any part of the Onetest System or the Onetest Assessments or to distribute or publish any information, which is contained within the Onetest System or the Onetest Assessments except in the day-to-day use of the Onetest System as provided in this Agreement.
- Promote, encourage or participate in illegal or unlawful activity.
- Interfere without cause in the reasonable enjoyment by other users of the Service.
- Create multiple user accounts, create user accounts by automated means or otherwise engage in false, fraudulent, deceptive or misleading conduct in respect of user identity.
- Sell, trade, resell, transfer or otherwise attempt to dispose of a Your Account, or otherwise exploit any content on the Service for any unauthorised commercial purpose.
- Modify, adapt, translate, or reverse engineer any portion of the Service.
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Service.
- Reformat or frame any portion of any Web page that is part of the Service.
- Create third party software without the permission of Onetest.
- Misrepresent Us or the Service as being associated with content with another Website, Web service, software service, software or other service without Our prior permission.

Security

- You must promptly notify Us of any actual or suspected breach of security related to the Services, including, but not limited to, unauthorised use of Your password or Your Account.
- You are responsible for the security of Your password, login or access details or other security measures. You are responsible for all electronic communications and other information entered through or under user IDs, passwords, access numbers or account numbers. You must not disclose any security measures to any other person and must keep those details confidential.
- To help ensure the security of Your password or Account, please sign out from Your Account at the end of each session.

PRIVACY STATEMENT

Your privacy is important to us. This policy explains how Onetest uses personal and financial information collected through the use of the Onetest System by Participants, Clients and authorised representatives of the Client. Our information handling practices are continually reviewed to ensure they are compliant.

Definitions

In this Policy:

"Client" means the client named in the Client Agreement with Onetest, that uses the OneTest System to recruit for roles from the pool of Participants.

"Client Agreement" means the agreement between Onetest and the Client to provide the OneTest System.

"Onetest Assessments" means professionally developed psychometric assessments designed specifically to identify the various attitudes, traits and Participant's likely actions in a work environment.

"Onetest Results" means the feedback, information and reports provided by the Onetest System based on Participant input.

"Onetest System" means the Onetest website, accessed through the World Wide Web and located at "<http://www.onetest.com.au>" and all of the processes enabled there from including but not limited to talent management features, the development of online surveys, Onetest Assessments, profiling Participant's input, skills tests and the provision of reporting of results, each and every feature whether referred to collectively or jointly and any feedback or other interaction between you and Onetest in the use of the Onetest System and Onetest Assessments whether or not you have access to the Onetest Website.

"Onetest" means Onetest Pty Ltd ACN 089 022 202, Suite 1/21 Windorah Street, Stafford Brisbane Australia.

"Participant" means an individual (an applicant, a candidate, a jobseeker, an employee current, prospective or future or a non-employee of the Client) who is asked to participate in any Onetest Assessments.

"User" means individuals who use the Website, whether a Participant, Client or authorised representative of the Client.

Information Collection

Onetest is the owner of all information collected by the Onetest System. We will not sell, share, or rent this information to others in ways different from what is disclosed in this Policy. Onetest collects information at several different points during the use of the Onetest System and in several different ways including:

(a) Direct input by Users

In order to use the Onetest System Users are required to provide certain personal information. If Users do not provide certain information, they will not be able to use the Onetest System. Other personal information that is requested is optional (for example, demographic information and unique identifiers), but encouraged so we can provide a more personalised experience for Users.

(b) Cookies

Cookies are small text files that are placed on your computer by websites that you visit or certain emails you open. They are widely used in order to make websites work, or work more efficiently, as well as to provide business and marketing information to the owners of the site.

Below is the list of cookies (including 3rd parties) that are tracked during whilst visiting our website:

Cookie	Name	Purpose	More information
Cold Fusion – session identification and unique session identification	Cfid cftoken	Essential to maintain the session throughout the visit to the site	This cookie expires when you close the session

Optimizely	km_ai km_ni last_referrer last_path	Used for website analytics and information used for Onetest to optimise website content.	To opt out of being tracked by Optimizely visit: http://www.optimizely.com/opt_out
Google Analytics	_utma _utmb _utmc _utmz	These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.	Click here for an overview of privacy at Google To opt out of being tracked by Google Analytics across all websites visit http://tools.google.com/dlpage/gaoptout .

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

(c) Log files

We use IP addresses to analyse trends, administer use of the Onetest System and gather broad demographic information for aggregate use. A User's IP address is not linked to personally identifiable information.

To ensure the integrity of the data submitted by Users we log information about assessment or survey sessions including IP address, number of login attempts, times of commencement and conclusion and the responses submitted. This information is used if a User questions the completeness of the information we have collected and used to formulate our response to them.

(d) Third parties providing Users' information

We may approach a third party to request the disclosure of a User's personal information in order to fulfill our obligations under the Client Agreement.

(e) Surveys & Promotional Offers

We may request information via surveys or promotional offers. Participation in these surveys or promotional offers is completely voluntary. Information requested may include contact information (such as name and address), and demographic information (such as post code, age). Contact information will only be used to communicate with those who have opted to receive these offers. Aggregated survey information will be used for monitoring or improving the use and satisfaction of Onetest System users.

(f) Newsletter

If Users wish to subscribe (opt in) to one or more of our newsletters, we ask for contact information such as name and email or postal address. All newsletters provide the recipient with the ability to discontinue (opt out) of the service at any time.

We will only use fair and lawful ways to collect personal information. Sometimes we may need to collect information from third parties. However, we will collect personal information directly from Users if it is reasonable and practicable to do so.

(g) Credit card information from Users

If a User establishes a credit account with us or places an order for our services, we request certain personally identifiable information from the User in connection with the order, including contact information such as name, email, and postal address and financial information including credit card number, CCV number and credit card expiration date. We use that financial information to invoice and charge the User for their use of our services, as well as to verify their contact information. When credit card details are collected, they pass through to our bank for processing and are not recorded or held by Us. We never permanently store complete credit card details.

(h) All data, excluding credit card details will be stored and processed on Our Secure Servers located in Sydney, Australia.

Information & Disclosure

We may use and disclose a User's personal information in order to provide our services (including Onetest Assessments and Onetest Results) to our Clients, or any service ancillary or necessary to those services, marketing or special offers to a Participant (with the ability to opt-out), administration of Onetest's business or the Onetest System; business analysis or to meet any legal obligations imposed on Onetest ("Purpose").

We will only disclose a User's personal information to third parties for a Purpose and with whom we have entered into an agreement that gives the User (or that the law requires to give the User) at least the same level of protection to the User's personal information as we do.

We will only use de-identified information for any statistical or other analysis or similar research purposes.

Onetest Services are designed to eliminate the need for Participants to complete the same assessments multiple times for different potential employers. If a Participant is requested by another party to complete a Onetest Assessment, we will ask that Participant to consent to the release of any valid results already held by Onetest. A Participant may choose not to release results already held by Onetest, however while the results held by Onetest remain valid, Participants do not have an opportunity to undertake a new assessment if consent is not provided.

All of the Participant's data (via assessments) supplied for profiling purposes is valid for a period of one year from the date supplied. At this time the data is deemed to have expired and is no longer available to anyone other than Onetest on an anonymous basis as part of our ongoing research and development initiatives. Participant data cannot be specifically identified once this process is completed.

Information Access

On request, we will give you access to the personal information we hold about you. If any personal information we hold about you is out of date or inaccurate, we encourage you to let us know, and ask us to correct it. If we cannot deal with your request, you will receive our reasons in writing.

Links

The Onetest System contains links to other sites. Please be aware that Onetest is not responsible for the privacy practices of such other sites.

Data Security

We will take reasonable steps to ensure the personal information that Onetest collects, uses or discloses is accurate, complete and up-to-date. We recommend you notify us if you change your address or contact details as soon as possible. This will help us to maintain your privacy by ensuring that any communications are sent to the correct postal address, email address, or telephone number. This can usually be done online, or by emailing privacy@onetest.com.au or by speaking to Onetest directly on 1300 137 937 in Australia, 0800 046 9690 in the UK, or Intl+ 61 7 3552 5700 from outside Australia & UK.

We will take reasonable steps to protect your personal information from misuse, loss and unauthorised access, modification or disclosure.

We will also take reasonable steps to destroy or permanently de-identify personal information if we no longer need it for any purpose.

If a User enters financial information on our website, we encrypt that information using secure socket layer technology (SSL). When credit card details are collected, they pass through to our bank for processing and are not recorded or held by Us. We never permanently store complete credit card details.

We use the Camtech Payment Gateway service for our online credit card transactions. Payment Gateway processes online credit card transactions by providing safe and secure means of collecting payments via the internet. All online credit card transactions performed on Our site using the payment gateway are secured payments.

If you have any questions about the security at our website, we invite you to contact us at privacy@onetest.com.au

Notification of Changes

We reserve the right to amend our Privacy Policy at any time. Any amendment will be posted on our homepage at www.onetest.com.au. If at any point we decide to use personal information in a manner different from that stated at the time it was collected, we will notify you by way of an email. You will have a choice as to whether or not we use your

information in this different manner. We will use information in accordance with the Privacy Policy under which such information was collected.

Please visit our site regularly to check for any updates of this Privacy Policy.

Complaints

If you feel that we are not abiding by our posted Privacy Policy, you should contact us on privacy@onetest.com.au. We will do our best to resolve your complaint as quickly as possible. If you are not satisfied with our response to your complaint, you can refer the matter to the Federal Privacy Commissioner:

Director of Complaints, Office of the Federal Privacy Commissioner
GPO Box 5218, Sydney NSW 1042.
Telephone: 1300 363 992