

## Safety English Test (“SET”)

### END USER TERMS

This agreement is between you the “User” and Atlas Interactive Limited (“Atlas”), and Language Solutions International (“LSI”) which expression includes their successors and assigns. Atlas and LSI shall collectively be referred to as the “Providers”. References to “SET” and/or the “software” include all content material and the underlying software in whatever format.

Please read the following terms of use prior to returning to the login page to confirm acceptance. Any future use of SET by means of a User password will signify continuing acceptance of the terms and the User’s agreement to be bound by them. The Providers may occasionally be required to amend or update the terms of use or privacy policy. A link will be provided on all subsequent logins so that you may refer to the current terms, or to enable you to retract any previous agreement.

#### Warranty

Your use of, or reliance upon, any information or materials contained in, or any assessment results arising from, this SET software is entirely at your own risk. The Providers make no warranties of any kind related to the software, either express or implied. It shall be your responsibility to ensure that any information or assessment results made available by means of this software meets your specific requirements. The software is provided on an “as is” basis and the Providers make no representations or warranties as to the operability of the software, either in its present or any modified form.

#### Liability

The Providers shall not be liable for any direct, indirect, consequential, incidental or special damages, claims for lost profits or third-party claims resulting from use of the software or reliance upon the results obtained through such use. Nor shall the Providers be responsible for the accuracy of the software or the assessment results.

The Providers do not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of the Providers, its employees, agents or authorised representatives.

#### Appeals

It is entirely at the discretion of the organisation to which the results of SET will be made available whether or not they share those results with you, the User. If they make those results available to you and you believe that the results are not an accurate reflection of your abilities, then you must bring this to the attention of the relevant organisation, which may decide to appeal the results and arrange for a resit. The Providers will not enter into any direct communication with Users regarding results or appeals.

## Security

The Providers are committed to ensuring that all personal and corporate confidential information is secure. In order to prevent unauthorised access or disclosure they have put in place suitable physical, electronic and managerial procedures to safeguard and secure such information.

Users must take responsibility to safeguard their stored data and personal information and to keep system passwords safe and all confidential information secure.

Users should be aware that under the laws of many countries it is a criminal offence to access or modify computer material without the appropriate authorisation. Any attempt therefore to gain access to any part of the SET software to which you have not been granted specific authorisation may constitute an offence.

## Links

SET may contain links to third-party external websites. The Providers have no control over the content and availability of these sites and inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

The Providers are not responsible for the privacy policies operated by such sites and do not accept responsibility for any information obtained by third parties as a result of use by you of such hypertext links. The Providers are not responsible, directly or indirectly, for any damage or loss caused by the use of, or reliance on, the content of such sites.

## Data Protection and Privacy Policy

The Providers are committed to ensuring that your privacy is protected. Any personal information they collect from your use of the SET will primarily be processed in the United Kingdom in accordance with the United Kingdom Data Protection Act 1998. Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. Should such a transfer be required, Atlas will comply with the new obligatory 'model clauses' in contracts that control overseas transfers of personal data to non-European data processors enacted by the European Commission in May 2010.

The Providers will at all times respect your privacy and confidentiality and keep your personal details secure from unauthorised access, use or disclosure. The Providers will not sell, rent, trade, or otherwise knowingly share or provide your personal information to any third party unless we have your permission, or are required by law, or where we have entered into an agreement for a third party to undertake some of the information-processing services detailed below on our behalf. However, in certain circumstances, usually where it is a requirement of your current or future employment to demonstrate your completion of SET and the results thereof, we may be required to share certain information with relevant third parties.

The information collected will be used for the purposes of internal record keeping, general course administration including marking and assessing, for research and statistical analysis, to obtain feedback from Users, to produce reports for the subscribing client organisation and relevant industry bodies and for the purposes of storing results. Where permission has been granted, the Providers may use your personal details for marketing purposes.

You have the right to see personal data (as defined under the United Kingdom Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee. Any request should be sent to the Data Controller at the office address below.

### Copyright

The copyright and other intellectual property rights in the SET software and any associated documentation are owned by the Providers. This material includes, but is not restricted to, the design, layout graphics, screen shots, audio content, media content and text. Any unauthorised reproduction of this material, in whole or in part, in any format, will be deemed a breach of copyright.

In addition, you are not permitted to rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the SET software, save to the extent expressly permitted by English law.

### Invigilation Conditions

The SET training course must be delivered and undertaken under invigilated conditions. In order to ensure that these conditions are met, you as a learner must comply with the following:

- You must ensure that the name and any other identity documentation provided at registration are your own.
- You must complete the course independently, on your own, without help.
- No reference material or any other means of assistance is allowed.

Failure to comply with any of the above could result in the withdrawal of your completion record.

### Applicable Law

This agreement is governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

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