

Terms for the Use of the Career Motivation Indicator ('CMI') Website

Definitions

CMI is a questionnaire measure of Career Motivation designed, developed and published exclusively by Stuart Robertson & Associates Ltd (otherwise referred to as SR&A in these terms), Empress Buildings, 380 Chester Road, Manchester M16 9EA, UK (Tel: +44 (0)161 877 3277; Fax: +44 (0)161 877 4500; email: mail@sr-associates.com).

The CMI website is an Internet based version of the CMI questionnaire, and comprises an automated system for administering, scoring, and generating interpretive reports via the www.careermotivation.co.uk website.

CMI Users (also known below as CMI User Account Holders) are those people who have been granted the right to use CMI via the website on an independent basis, and have registered their details with SR&A for this purpose. CMI Users are permitted to invite individuals (referred to as respondents in these terms) to complete CMI for relevant purposes (for instance in career counselling or transition situations). They are also permitted to generate CMI reports and to use these in the context of their professional work with individual respondents.

In addition to access via CMI Users, individual respondents can visit the CMI website and independently complete the questionnaire and receive a report in return for a payment of a fee on-line. Although the report is interpretable by the lay person, in such cases SR&A have a further standard offer of individual feedback and discussion with a career counsellor in return for payment of an appropriate fee.

Ethical Use

SR&A expect CMI Users to employ high ethical and professional standards when utilising the services available through the CMI website. This normally includes

- giving an appropriate introduction or pre-assessment briefing to respondents so that they know what to expect of the assessment process
- the provision of relevant feedback to respondents, so as to
 - validate the assessment through discussion
 - to discuss/develop its implications and other purposes with the respondent

Users and respondents should recognise that CMI has been designed to very high scientific standards, but that like all questionnaire based assessment it is not infallible. In part it depends for its validity on the accuracy and frankness of respondents, and as a result the feedback process represents an important part of the 'added value' of completion both for the User and for the respondent.

SR&A will investigate any evidence that Users or respondents are utilising the site in an unprofessional or unethical manner, and will take appropriate action (e.g. by terminating use of the site and/or the User status of the person concerned) where necessary.

Copyright/Intellectual Property

The content, information, displays, programs, processes, systems, products, and services in this website (referred to in general as the content of the site) are exclusively owned by SR&A and are protected by copyright and other intellectual property laws. All intellectual property rights in the content of the site belong to SR&A.

Neither Users nor respondents may

- copy, reproduce, modify, distribute, republish, download (except where specifically allowed in the production of CMI reports), publicly display, transmit or create derivative works from the content by any means, including but not limited to electronic, mechanical, photocopying, recording or otherwise.
- reverse engineer, de-compile or disassemble any of the products or services herein for any purpose, or mirror any of the material contained in the content of this site, whether in electronic or other form.
- lead or encourage any other person or organisation to do either of the above

Other than SR&A, no person using this site may sell, rent, lease or otherwise transfer the services of this site to another person or organisation. CMI Users gain use of the site by purchasing Units from SR&A in order to employ its services.

Personal data recorded and produced by the site is stored by SR&A securely under the terms of the Data Protection Act (1998). Apart from the research and account management uses relating to anonymous group results mentioned below, this data is not released, copied or otherwise transferred to any third party. Our use of this data is governed by our privacy policy which may be read by following the appropriate link on the home page of www.sr-associates.com, our corporate web site.

Research

SR&A reserve the right to conduct research on stored data so as to improve the validity, fairness, and usefulness of the CMI assessment system for both respondents and CMI Users. Such research is conducted with all personal identifying information removed from the data so as to guarantee the anonymity of respondents and to ensure that attention is focussed on group statistics rather than individual results.

Age, gender and other data are collected optionally from respondents for purposes of monitoring and research as described above. Information we collect regarding the age, gender, or other personal details of respondents via the CMI web site is not used or recorded in a form that is accessible to CMI users, i.e. those who are authorised to invite respondents to complete the questionnaire, generate reports, etc. Name details only are presented on the CMI report facing page so as to ensure correct

identification of the respondent.

SR&A may accept commissions to conduct statistical analysis of group results within organisations where there are authorised CMi users. However, SR&A will not release personal data, or information regarding individual respondents in these cases.

Website and CMi Account Management

SR&A consultants are responsible for managing the CMi website and its User accounts, the creation of new accounts, usernames and passwords, the allocation of Units ordered by users and related invoicing, and in general for the efficient operation of the site to ensure user satisfaction. All information regarding individual accounts obtained by SR&A consultants in discharging this responsibility is treated in confidence with respect to individual users and is not released to any third party unless exceptional conditions prevail (e.g. request by law, legitimate and agreed substitution of one CMi User by another, etc).

In certain cases SR&A may agree to set up group based accounts in which a variety of individual CMi users from one client organisation or company may be grouped together for purpose of monitoring usage and invoicing arrangements. In these cases statistics related to unit consumption and account usage may be released for management purposes to the relevant resource manager in the client organisation. No release of information regarding individual respondent profiles will be permitted under such arrangements.

In some cases, SR&A may agree to the appointment of administrators within a client organisation who will have the role of supporting users in the day-to-day management of their account activity. Their role will involve generating invitations, following up incomplete assessments with respondents, and producing reports for consultant use. They must not be allowed to become involved in independent assessment of people (for example in creating invitations not specifically requested by consultants) or in any aspect of report feedback or interpretation. The administrators so appointed will be trained in the ethical and professional aspects of the account administration by SR&A, and their conduct will be kept under review both by the resource manager in the client organisation and by SR&A.

SR&A reserve the right to disable and close accounts which have become disused for a period of at least 24 months since the previous last unit usage. In such cases any remaining units in the account will be cancelled against the administration costs incurred by SR&A in maintaining the availability of the account during the previous period. A closed account may only be re-opened by contacting SR&A with an appropriate request and unit order.

Payment Terms for CMi User Account Holders

In order to become a CMi User, an individual must apply direct to SR&A and complete an appropriate form. Account activity is funded by ordering units or credits directly from SR&A or on-line. A unit enables the administration of CMi to one respondent and the production of 1 report. CMi users may be registered with pre-payment or credit based accounts. In the former case, orders for units etc. must be paid for in full before the units will be credited to the user account. In the latter case any units ordered through the account will be delivered directly and subject to payment by invoice on 30 day terms. Failure to pay an invoice in the time allowed will result in the account being disabled until the situation is rectified. Users of either account are liable for the cost of units ordered together with the cost of any negative units that might arise in day to day use when respondents complete CMi by invitation when the user account has a zero credit. Any negative units will be cancelled against any fresh order, or invoiced directly according to SR&A's discretion.

Payment Terms for CMi Respondents Using PayPal Service and Pricing

Subject to their agreement to these terms, individual respondents may purchase an Access Code on-line from the CMi website. This enables them to complete the questionnaire and receive an output report independently of any connection with a CMi User.

The current price of an Access Code is £28.75 GBP (UK Sterling).

Should a respondent wish to have the facility of a Career Counsellor or other professional for the purpose of discussing their report, they may apply to SR&A for advice on how this might be arranged, relevant costs, etc. and we will endeavour to provide a referral if desired. SR&A do not charge for providing a referral. However, the consultant providing feedback may well want to charge for this service. As the extent of the charge will depend upon the nature of the consultation requested and the individual consultant's rates, no specific price can be quoted in advance to users of this service. Respondents are advised that direct negotiation with the consultant concerned is required, as SR&A are not involved in this payment relationship. Furthermore, SR&A do not request or receive introduction fees for such referrals from consultants.

Payment Processing

In order to proceed with the questionnaire, the individual respondent must have a valid credit card, debit card or PayPal account with which to pay for the completion of CMi and the production of a report. They must also have an active email address through which they can receive the relevant Access Code once payment has been accepted. All payments made by our respondents are processed by PayPal, and none of the financial data (including PayPal account details, credit or debit card numbers, start dates, expiry dates, issue numbers, or security codes) presented by respondents in this process is either recorded or stored by SR&A. The handling of such data is subject to the privacy policy of PayPal.

Cancellation and Refunds

Once an order for an Access Code has been confirmed via receipt of payment, no cancellation of the order will be accepted. However, if a respondent purchases an Access Code but cannot subsequently access the questionnaire for completion due to technical or other reasons that are the responsibility of SR&A (for instance if the website is temporarily unavailable) then he or she may apply to SR&A to obtain a refund of the charge involved. Application may be made, explaining the reasons for the refund request, to SR&A by email at CMISupport@sr-associates.com or by telephone at +44 161 877 3277. An application for a refund under these circumstances must be received within 48 hours of the time at which access to the website and the completion of the questionnaire failed.

Should an individual respondent purchase an Access Code but subsequently be unable to use it for reasons other than those described above, they may apply to SR&A using the contact details described above for either:

- 1) the reassignment of the Access Code to another respondent
- 2) or, a refund.

SR&A reserves the right to use its discretion in these cases.

Service Warranty

SR&A warrants to the original purchaser of the CMi website service that it will provide a means of administering and scoring the CMi questionnaire to respondents via the Internet, and that it will provide, where complete and accurate data have been obtained, a report output summarising the scores of the respondent assessed. This warranty is void if a service failure occurs because of accident, abuse, misapplication, inappropriate use of the service, or because of Internet failures outside the responsibility of SR&A.

Where a service failure has been demonstrated to be the responsibility of SR&A, the exclusive remedy shall be, at SR&A's option, either (a) replacement of the service via the provision of additional purchasing Units (or Access Codes in the case of individual respondents) or (b) a refund of the price paid for the Units (or Access Codes) lost in the service failure (if any).

Notwithstanding the above, in certain circumstances SR&A may additionally make a goodwill offer of the use of paper and pencil completion of CMi, Bureau scoring and report generation etc., in order to mitigate the effects of a service failure.

For this warranty and remedy to apply the service failure must be reported within the Warranty Period of 10 business days. Under no circumstances will SR&A be liable for any consequential or incidental damages whatsoever arising out of the use or inability to use the content or services of this site, including without limitation local computer failure, work stoppage or any other damages, even if SR&A has been advised of the possibility of such damages.

As a CMi User or Respondent, you assume full responsibility for your specific use of the site and you expressly acknowledge that SR&A disclaims any and all liability for your use of its content and services. SR&A's total liability following any service failure shall in no event exceed the actual price paid for the Units (or Access Codes) lost (if any).

This agreement is governed by the laws of Great Britain and Northern Ireland. If any provision of this agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect.

Agreement to Terms of Use for CMi

Please note that by requesting that a CMi User account be opened in your name, or by accessing the site in order to complete the questionnaire and obtain a report as a respondent, you are agreeing to the above terms of use for the CMi website.

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