



## STANDARD TERMS & CONDITIONS

ENTERED INTO, BY AND BETWEEN

<b>COMPANY NAME</b> (hereafter referred to as 'Psytech SA')	<b>PSYTECH SA (PROPRIETARY) LIMITED</b>
<b>COMPANY REGISTRATION NUMBER</b>	<b>1998/20425/07</b>
<b>VAT REGISTRATION NUMBER</b>	<b>4220177408</b>

AND

<b>NAME OF COMPANY / CLIENT</b> (hereafter referred to as 'the client')	
<b>COMPANY REGISTRATION NUMBER</b>	
<b>VAT REGISTRATION NUMBER</b>	



**1. Definitions:**

1.1. "AA rate" shall mean the rate specified by the Automobile Association of South Africa per kilometre depending on the classification of motor vehicle.
1.2. "Base consulting rate" shall mean the hourly rate per consultant for training or consulting services which do not fall under the group consulting rate or the daily consulting rate, as reflected on the consulting price list.
1.3. "Cash client" shall mean a client who is required to settle invoices upfront for all Psytech SA products and services.
1.4. "CEU accredited training" shall mean training that has been certified by an organisation that has been given accredited service provider status by the Health Professions Council of South Africa (HPCSA) and provides responsible professionals with continuous education units (CEU) in accordance with their professional status requirements.
1.5. "Client" shall mean the Party identified as such on the cover page of this Agreement.
1.6. "Credit client" shall mean a client that has completed additional documentation and which has been accepted by Psytech SA as having a 30-day payment facility with Psytech SA.
1.7. "Confidential information" shall mean all material and information in connection with the Psytech GeneSys Online system or the use thereof which belongs to Psytech or the client, and which has or will come into the possession or knowledge of either of them, and includes confidential and proprietary data whose disclosure to or use by third parties would be damaging to either of them.
1.8. "Credit" shall mean a unit of value giving access to the reporting facility on the Psytech GeneSys Online system which unit facilitates the scoring and report generation for both online as well as paper and pencil administration.
1.9. "Daily consulting rate" shall mean the rate applicable for any individual consulting done or consultant hours worked by an individual consultant, based on an 8 hour day and reflected on Psytech SA's training price list from time to time.
1.10. "Data" shall mean any data, including personal information as defined in the Protection of Personal Information 2013 (POPI), and data as defined in the Electronic Communications and Transactions Act 2002 (ECTA), supplied to Psytech SA or stored, collected, collated, accessed or processed on behalf of the client.
1.11. "Designated user" shall mean a duly qualified person who lawfully uses the Psytech GeneSys Online system on behalf of the client.
1.12. "Group consulting rate" shall mean Psytech's consulting price per hour, based on an 8 hour consulting day.
1.13. "In-house training" shall mean training conducted at a client's premises and attended by responsible professionals, employees, contractors or appropriately registered psychology interns employed by the client.
1.14. "Intellectual Property" shall mean trademarks, service marks, trade and business names, logos, rights in designs, patents, copy right, database rights, moral rights and rights in know-how and other intellectual property rights, whether registered or unregistered, including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, any knowledge, product or document including but not limited to test items and instructions, training manuals, scoring



keys, formulas, algorithms and the text of reports.
1.15. "Open course training" shall mean training offered by Psytech SA and attended by any user of the Psytech GeneSys Online system.
1.16. "Purchase Order Number (PO Number)" shall mean a numbered document that states a client's willingness to make a purchase.
1.17. "Professional Service and Support" shall mean on-site visits or telephonic calls by Psytech SA for support on work of a psychological nature or involving Psytech products. This includes, but is not limited to, psychological assessments, consulting projects, workshops or meetings regarding advice on Psytech products and the use thereof.
1.18. "Prime Rate" shall mean the rate which is charged by commercial banks of South Africa.
1.19. "Psytech GeneSys Online system" shall mean the proprietary psychological assessment administration and reporting platform developed and maintained by Psytech International. The Internet address is <a href="https://eu.genesysonline.net">https://eu.genesysonline.net</a> .
1.20. "Psytech products" shall mean psychological assessment tools connected with Psytech GeneSys Online system.
1.21. "Responsible professional" shall mean any psychology professional registered with the Health Professions Council of South Africa (HPCSA) in the category of Psychologist, Psychometrist (Independent Practice) and Registered Counsellor (Independent Practice), who takes responsibility for the use and oversight of the Psytech GeneSys Online system and measures on behalf of the client.
1.22. "Technical Service and Support Visits" shall mean on-site visits by Psytech SA technical support staff when technical issues cannot be resolved remotely.
1.23. "Telephonic support" shall mean to telephonic assistance for individuals in troubleshooting the GeneSys Online system.

## 2. Terms and Conditions of Purchase:

- 2.1. Professional responsibility for the purchase of the Psytech GeneSys Online system and the use thereof must be undertaken by a responsible professional.
- 2.2. The use of non-psychological products such as the GeneSys 360 performance appraisal system or access thereto by unregistered persons is permitted.
- 2.3. The Psytech GeneSys Online system will not be provided to any client that does not have a responsible professional. Clients who do not have at least one responsible professional are required to engage a responsible professional.
- 2.4. No credits or support will be provided if there is no responsible professional employed or engaged by the client
- 2.5. The client is obliged to inform Psytech SA as soon as it ceases to have a responsible professional available to operate the Psytech GeneSys Online system. Access to the system will be suspended until such time as a responsible professional is engaged.



2.6. In using the GeneSys Online System, the user acquires the right to use the platform only subject to the purchase of credits for the scoring of tests and questionnaires and report generation. Copyright and ownership of intellectual property is not transferred. The user may not copy, de-compile, decrypt or develop imitations of the Psytech GeneSys Online system.

**3. GeneSys Online training and support on the Psytech GeneSys Online system:**

- 3.1. Psytech SA will provide basic training on the GeneSys Online system free of charge for one designated user per system. Basic training will be provided on request, subject to Psytech SA's training calendar. Subsequent training will be at the client's expense
- 3.2. The cost of training will be reflected on Psytech's training price list from time to time.
- 3.3. Psytech SA reserves the right to insist that users undergo re-training or supplementary training on the Psytech GeneSys Online system if it becomes clear to Psytech SA's support staff that the user is not competent to use the Psytech GeneSys Online system without such training.
- 3.4. Psytech SA does not provide training or support for other components of the software environment such as operating systems, office applications and network operating systems.
- 3.5. Providing of telephonic support may be subject to the designated user's having received basic training, in the discretion of Psytech SA.

**4. Psytech SA CEU accredited and Psychometric Assessments Training:**

- 4.1. The cost of all training is subject to the pricing on the latest copy of the training catalogue and is subject to an annual increase on 1 January annually. A notice of price changes will be sent to clients a month before the annual price increase is effective.
- 4.2. Psytech SA shall not provide training on the basis of PO numbers but only on receipt of payment. Purchase order numbers are not viewed as payment.
- 4.3. Psytech SA reserves the right to postpone course dates should there be too few delegates registered.
- 4.4. Psytech SA reserves the right to change the course venue to accommodate delegates.
- 4.5. Where Psytech SA provides refreshments for delegates it cannot cater for all dietary requirements. Delegates are encouraged to bring their own food where they have strict dietary requirements.
- 4.6. Psychology interns that are paying for the training or products themselves are entitled to a 40% discount in respect of training on Psytech products. In this instance, delegates should provide proof of their academic registration, internship and payment. This discount applies ONLY to training on Psytech products and NOT the GeneSys online platform, or other CEU based courses.
- 4.7. If cancellation takes place 7 days or less before scheduled date, the client or the delegate scheduled to attend training will be liable for 100% of the invoiced fee. If a delegate is unable to attend the training, another delegate may be substituted, provided that the necessary training enrolment documentation has been completed.
- 4.8. If cancellation takes place between 14 and 7 days before scheduled date, the client or the delegate scheduled to attend training will be liable for 50% of the invoiced fee. If a delegate is unable to attend the training, another delegate may be substituted, provided that the necessary training enrolment documentation has been completed.

**5. In-house Training & Consulting rates for CEU accredited and Psychometric Assessments:**

- 5.1. Psytech SA's group consulting rate applies to all in-house training.



- 5.2. The group consulting rate per day rate is based on an 8 hour consulting day. Consulting which exceeds 5 hours on any given day will be billed as a full day.
- 5.3. The group consulting rate applies to any group consulting intervention, such as group facilitation sessions, training sessions (if not quoted as cost per delegate), workshops and presentations.
- 5.4. All in-house training is payable in advance.
- 5.5. Disbursements in respect of training such as printing, printing, subsistence and travel-related costs will be invoiced and payable after the training has occurred
- 5.6. If a client should require the training to take place an alternative venue then all the costs of the training will be for the client's account.
- 5.7. Should additional training be required to provide CEU accredited training, an additional associated CEU accreditation cost will be payable by the client. .
- 5.8. The group consulting rate applies to 10 or fewer delegates. If there are more than 10 delegates the group consulting rate will be calculated in increments according to the delegates present to cover the cost of the additional trainer and associated costs.

#### **6. Technical Service and Support Visits:**

- 6.1. All professional service and support will be charged, in terms of time spent on the technical problem at the base consulting rate plus travel costs charged at the AA rate unless the problem is due to a fault in the Psytech GeneSys Online system.

#### **7. Professional Service and Support Visits and calls:**

- 7.1. All professional service and support will be charged, in terms of time spent on the professional concerns at the base consulting rate plus travel costs charged at the AA rate unless the problem is due to an ongoing concern that the client is experiencing and on which Psytech SA is currently consulting.
- 7.2. While Psytech SA endeavours to assist telephonically on all professional matters, it will be at the discretion of Psytech SA to provide telephonic support should the responsible professional not have come for training on the psychological assessments under discussion.

#### **8. Terms of Payment:**

- 8.1. Cash clients:
  - 8.1.1. Psytech Products that have been invoiced remain the sole property of Psytech SA and will only be provided once payment has been received in full and reflects in Psytech SA's bank account.
- 8.2. Credit clients:
  - 8.2.1. Payment terms are 30 (thirty) days from date of statement. The client may apply for a payment facility which will be granted in Psytech SA's sole discretion and subject to a credit check conducted by Psytech SA, its agent or a credit bureau.
  - 8.2.2. All Psytech products remain the sole and absolute property of Psytech SA until full payment has been received.
- 8.3. The purchase of 501 credits or more will always require payment in advance.
- 8.4. Clients who choose not to accept the terms of a payment facility will not be granted a 30-day payment facility and all purchases will be on a cash basis.
- 8.5. Invoices not paid within 30 days of statement will attract interest at prime rate plus two percent per month.
- 8.6. Training and consulting services will always require payment in advance.

#### **9. Intellectual Property Rights:**



- 9.1. Each party represents and warrants that it shall not transfer or license or allow the use of the other party's intellectual property without the prior written consent of the other party.
- 9.2. The client recognises that Psytech SA is the sole distributor of Psytech products and that the client is entitled to purchase credits and use Psytech GeneSys Online system only for its own use. The client is not entitled to lend, donate, lease or in any way to deal with credits in respect of Psytech GeneSys Online system.

#### **10. Confidential Information:**

- 10.1. Each party agrees to treat as confidential all confidential information, which may at any time come into its possession, as well as information which relates to proposed business activities, financial affairs, products, developments, trade secrets, customers or suppliers of other information, which may reasonably be regarded as confidential, obtained from or made available by the Client, in whatever form, whether in verbal, paper, electronic or digital.
- 10.2. Psytech SA undertakes not to use any confidential information for any purpose other than in connection with the Psytech GeneSys Online system unless required by law. Psytech SA will not share such information with its employees, advisors, agents or sub-contractors, except to the extent necessary for the client to operate the Psytech GeneSys Online system, or as required by law. The requirements of this section shall survive termination or expiry of the contract between Psytech SA and the client.
- 10.3. Confidential information shall not include information which is or becomes generally available to the public without breach of this agreement, was lawfully in the possession of Psytech SA prior to its disclosure by the client, is made available to Psytech SA from a third party not in breach of any obligations of confidentiality, is independently developed by Psytech SA, or is required to be disclosed by Psytech SA pursuant to law, rule, regulation, subpoena or court order.

#### **11. Data Protection:**

- 11.1. Both parties shall comply with all applicable laws and regulations in relation to the collection, processing and storage of personal data relating to assessed individuals.
- 11.2. Psytech SA acknowledges that it has the relevant technical and organisational measures in place for secure storage and accessing of personal data.
- 11.3. Psytech SA undertakes to store assessment information for a period of at least five years.

#### **12. General Terms:**

- 12.1. No variation of these terms and conditions shall be of any force or effect unless the variation is agreed to in writing and signed by Psytech SA and the client.
- 12.2. No relaxation or indulgence granted to the client by Psytech shall have the effect of waiving Psytech SA's rights under these terms and conditions and Psytech SA shall be entitled to enforce its rights despite such indulgence.



**I/we acknowledge having read the above terms and conditions, and hereby agree to be bound by all such terms and conditions.**



**Please initial each page of the terms and conditions.**

<b>COMPANY NAME:</b>	
<b>(FULL NAME) DIRECTOR/S:</b>	
<b>SIGNATURE/S:</b>	
<b>(FULL NAME) MANAGER/RESPONSIBLE PERSON/S:</b>	
<b>SIGNATURE/S:</b>	
<b>NAME OF WITNESS 1:</b>	
<b>SIGNATURE OF WITNESS 1:</b>	
<b>NAME OF WITNESS 2:</b>	
<b>SIGNATURE OF WITNESS 2:</b>	
<b>DATE:</b>	

**For office use only:**

<b>COMPANY NAME:</b>	
<b>(FULL NAME) DIRECTOR/S:</b>	
<b>SIGNATURE/S:</b>	
<b>(FULL NAME) MANAGER/RESPONSIBLE PERSON/S:</b>	



<b>SIGNATURE/S:</b>	
<b>NAME OF WITNESS 1:</b>	
<b>SIGNATURE OF WITNESS 1:</b>	
<b>NAME OF WITNESS 2:</b>	
<b>SIGNATURE OF WITNESS 2:</b>	
<b>DATE:</b>	