

## **SigmaTesting.Com Assessment Account Agreement**

This agreement (“Agreement”), made as of the \_\_\_\_\_th day of \_\_\_\_\_, \_\_\_\_\_, by and between Sigma Assessment Systems (“Sigma”), a Delaware corporation, and \_\_\_\_\_ (“The Account”), sets forth the terms and conditions under which Sigma will provide The Account with the ability to purchase, administer and download reports using the online assessments available through the SigmaTesting.Com (“STC”) web site.

### 1. Description

- a. Sigma is the owner and operator of the STC web site, an online testing service found at the URL <http://www.sigmateesting.com>.
- b. This service allows account holders to administer tests to their clients using most popular browsers, and to access the results from those tests in Adobe PDF format.
- c. Access to the testing services on the STC web site is restricted to holders of Assessment Accounts, who use these accounts to purchase test uses, administer tests to their clients, and view test results. Access to an Assessment Account is protected by an account code and password.
- d. Usage of the tests available on the STC web site is restricted according to the education or experience level required to properly administer the test and interpret the results. A description of the qualifications levels into which these tests fall can be found in Appendix C.
- e. The Account will provide qualifications and contact information for the person (“Qualified User”) responsible for the proper use of the Assessment Account using the qualifications form found in Appendix D. The Account is responsible for the currency and accuracy of this information.
- f. Sigma will assign The Account a qualifications level based on the submitted information. Holders of Assessment Accounts will only be able use those tests for which they possess proper qualifications.

### 2. Qualifications

- a. The Account is responsible for providing and maintaining the accuracy and currency of the contact and qualifications information for Qualified User of the Assessment Account using the qualifications form found in Appendix D.
- b. Sigma will assign a qualifications level to the Qualified User of the Assessment Account consistent with qualifications criteria described in Appendix C. Sigma reserves the right to change the qualifications level assigned the Qualified User at any time.
- c. The Qualified User of the Assessment Account will be responsible for making sure that the Assessment Account is used in accordance with the terms and conditions laid out in this Agreement.
- d. The Qualified User will be responsible for the proper use of the assessments used by The Account, including insuring their

appropriateness for the intended use, making sure the clients understand how to properly complete the tests, and properly interpreting the results.

### 3. Privacy of Data

- a. Sigma will be bound by the STC Site Privacy Policy listed in Appendix B and found online at [www.sigmatesting.com/information/privacy.htm](http://www.sigmatesting.com/information/privacy.htm). This document clearly states the steps that Sigma will take to protect the privacy of all data entered using the STC web site, and clearly defines the uses that Sigma will make of that data.
- b. Access to information about The Account and its clients is governed by an account code and password. The Account is responsible for the security of this code and password, restricting access to them to responsible and qualified individuals only. If the Account has reason to suspect that the confidentiality of this account code and password has been compromised, the Account must inform Sigma at once.
- c. During the course of test administration, clients of the The Account will enter information of a personal nature into the SigmaTesting.Com databases. The Account agrees to use this information in a responsible and professional manner. The Account will not use this information in any way that discriminates against the client, violates any employment or other laws, or otherwise contravenes the letter and spirit of the STC Site Privacy Policy.
- d. The STC site gives The Account the ability to contact its clients by email. The Account agrees to use this feature to contact clients for testing purposes only.

### 4. Copyright

- a. The contents of the STC site, including the test items, scoring keys, manuals and reports, are the copyrighted property of Sigma Assessment Systems.
- b. Sigma grants The Account permission to include the materials on this site in any report or other product intended for use in appraising their clients. Any included material must be accompanied by an acknowledgement of Sigma's ownership and copyright of the included material. The express written permission of Sigma is required for any other use of the material on these pages.
- c. Test manuals made available to The Account are for use by The Account and its agents, and must not be distributed to any third party.
- d. The Account agrees to protect Sigma's copyright and the integrity of Sigma's tests, by not using, publishing or revealing the test items, scoring keys, manuals or reports in a way that will result in them being revealed to the general public.

5. Limitations

- a. The Account agrees with the terms and conditions of site usage laid out in SigmaTesting.Com Terms of Use document found in Appendix A, and online at [www.sigmateesting.com/information/termsofuse.htm](http://www.sigmateesting.com/information/termsofuse.htm).
- b. Sigma makes no guarantees as to the performance and availability of the SigmaTesting.Com site as a whole, or the Assessment Account functionality in particular.

6. Termination

- a. Either party can terminate this Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative.

Sigma Assessment Systems, Inc. =

The Account:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Appendix A: SigmaTesting.Com Terms of Use Statement**

By using the SigmaTesting.Com Web pages hosted by Sigma Assessment Systems and/or its various divisions and subsidiaries (collectively referred to as "Sigma"), you agree to the following terms and conditions:

- The material posted on pages available to the general public is intended for informational purposes only. Sigma expressly disclaims any responsibility or liability arising from any use of these informational pages.
- Access to most of SigmaTesting.Com is restricted to registered users, and the material posted on these pages by Sigma is intended for use by qualified individuals, or their agents, in the appraisal of their clients. Registered users are responsible for the proper use of the materials on these restricted pages.
- Use of some of the materials and assessments available through SigmaTesting.Com is restricted to individuals possessing higher levels of training and experience, or their agents. Registered users are responsible for the currency and accuracy of their qualifications information.
- Registered users are provided with codes and passwords by which they access restricted pages on this site. Registered users are responsible for maintaining the secrecy and security of these codes and passwords, and for the immediate reporting of any suspected breach of this security.
- The material posted on these pages by Sigma is copyrighted by Sigma. Sigma grants registered users the right to include the materials on this site in any report or other product intended for use in appraising their clients. Any included material must be accompanied by an acknowledgement of Sigma's ownership and copyright of the included material. The express written permission of Sigma is required for any other use of the material on these pages.
- You may obtain access to other sites on the Internet through these pages. By providing this service, Sigma is not undertaking any responsibility or liability for information or publications of third parties on the Internet, even if you access them through these pages.
- Sigma expressly disclaims any responsibility or liability for any material communicated by third parties through these pages or for any claims, damages or losses resulting from the use thereof.

- Sigma makes no representations or warranties with respect to these pages or their contents (including without limitation material communicated by third parties), which are provided on an "as is" and "as available" basis. Sigma disclaims all warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose, with respect to these pages. Sigma makes no representations or warranties that the services provided by these pages will be uninterrupted, error-free, that defects will be corrected, or that the pages or the server that makes them available are free from viruses, worms or other harmful components. Sigma also makes no representations or warranties as to whether the information accessible via these pages is accurate, complete or current.
- In no event shall Sigma, its employees or agents, or anyone else who has been involved in the creation, production, or delivery of these pages be liable for any direct, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits, benefits, use, or data resulting from the use of these pages.
- These pages are controlled and operated by Sigma in the United States and are intended for use within the United States. Sigma makes no representation that materials on these pages are appropriate or available for use in other locations. Those who choose to access these pages from other locations do so on their own initiative and are responsible for compliance with local laws. These Terms and Conditions of Use shall be construed and enforced in accordance with the laws of the Commonwealth of Michigan. Any action to enforce these Terms and Conditions of Use shall be brought in the federal or state courts located in the Commonwealth of Michigan.

Sigma reserves the right to change these Terms and Conditions of Use at any time without notice.

## **Appendix B: SigmaTesting.Com Privacy Statements**

### **1. Privacy Statement for Test Drive Users**

SigmaTesting.Com, owned and operated by Sigma Assessment Systems, Inc. (Sigma), is a web site dedicated to providing online testing services for qualified customers. To help prospective customers evaluate our online testing system, Sigma provides a sample test, free of charge. Identifying information, contact information, test responses and test results are collected as part of this sample test. Complete reports are only sent to those prospective customers providing a valid email address. All information gathered as part of this sample test is protected by advanced security measures.

This sample test is provided for evaluation purposes only. Sigma makes no claims or warranties regarding the usefulness or appropriateness of this test, and disclaims all responsibility or liability for its use.

By taking this test and providing information, you are indicating an interest in SigmaTesting.Com and Sigma's products. Sigma reserves the right to use any information you provide to contact you or send you promotional material from time to time.

Sigma also reserves the right to use your test responses, and any non-identifying information such as gender and age, as part of our ongoing research and test development processes. Data used in this fashion will be stripped of any identifying information and will not be linked to you in any way.

Sigma will only use any information you provide for internal purposes, and will not share your test responses or any other part of the information you provide with any third party.

### **2. Privacy Statement for Test Takers**

SigmaTesting.Com, owned and operated by Sigma Assessment Systems, Inc. (Sigma), is a web site dedicated to providing online testing services for qualified customers. You have been asked to take a test at SigmaTesting.Com by one of those customers. Sigma recognizes the importance of protecting the information that you provide during the process of taking a test at SigmaTesting.Com, and has safe guarded your information and test responses using advanced security measures. Access to your information is restricted to Sigma's operators, and the agents of the customer that has asked you to take this test.

While you are taking a test, your access to your information and test responses is controlled by a test code and password. Maintaining the confidentiality of your test code and password is your responsibility. If you feel that this confidentiality has been compromised, please inform Sigma at once, and we will issue you a new test code and/or password through the customer that has asked you to take this test. As soon as you have indicated that you have completed the test, your test code and password will no longer work.

Sigma will not use the information you provide to contact you directly (although you may use features on our site to request a reminder of your test taking information), nor will it share any information that might identify you with any party other than the SigmaTesting.Com customer that has asked you to take this test.

Sigma does reserve the right to use your test responses, and any non-identifying information such as gender and age, as part of our ongoing research and test development processes. Data used in this fashion will be stripped of any identifying information and will not be linked to you in any way.

The SigmaTesting.Com customer that has asked you to take this test will also have access to any information you provide, your test responses, and any reports generated from your test responses. This customer is bound by the SigmaTesting.Com Account Agreement, which can be viewed at [www.sigmateesting.com/documents/accountagreement.pdf](http://www.sigmateesting.com/documents/accountagreement.pdf).

If you have any questions about the SigmaTesting.Com privacy statement, please contact our privacy director at [privacy@sigmateesting.com](mailto:privacy@sigmateesting.com).

### **3. Privacy Statement for Account Holders**

SigmaTesting.Com, owned and operated by Sigma Assessment Systems, Inc. (Sigma), is a web site dedicated to providing online testing services for qualified professionals and their clients. Sigma recognizes the importance of protecting the information that you and your clients provide during the process of taking a test at SigmaTesting.Com, and has safe-guarded your information using advanced security measures.

Access to your account information is restricted to Sigma's operators, as well as you and your agents. If your account has been set up through one of Sigma's Accounts, that Account will have limited access to some of your information, including your contact information as well as general information about the orders you have placed and which tests you have used. Accounts will not have access to your payment information, or any information about your clients, their test responses, or their test results. The Account is bound by the terms of the SigmaTesting.Com Account Agreement, which can be viewed at [www.sigmateesting.com/documents/Accountagreement.pdf](http://www.sigmateesting.com/documents/Accountagreement.pdf).

Access to your information by you and your agents is controlled by an account code and password. It is your responsibility to maintain the confidentiality of your account code and password. If you feel that this confidentiality has been compromised, please inform Sigma at once, and Sigma will issue you a new account code and/or password. Account codes and passwords will not be given over the phone, and will only be sent by email to the email address listed in the account information, or by mail to the street address listed in the account information. To maintain the confidentiality of your password, share it with only employees and colleagues that have a legitimate need to access your account. Your password will not be required when contacting Sigma, and Sigma's support staff

will not ask you to provide it. Your password should not be shared with your Account, clients, or any other third party.

Sigma will restrict its use of the information you and your clients provide through the pages of SigmaTesting.Com as follows:

- Sigma may use your contact information to contact you from time to time regarding scheduled site maintenance, new features being added to the site, price specials, and any other items deemed important. Sigma will not share your contact information with any third party.
- When you purchase tests using a credit card, Sigma will verify your card information with its credit card company and their agents. All payment information is transmitted using SSL encryption and stored in encrypted databases. Once payment has been verified, all but the last four digits of your credit card number will be erased from Sigma's database. Sigma may make use of your purchase and test use history when contacting you regarding pricing specials and other opportunities.
- Sigma reserves the right to use your client's test responses and any non-identifying information in its ongoing research and test development. Any client data used for such purposes will be stripped of identifying information so that it cannot be linked to you or your client. Sigma will not attempt to contact your clients directly (although your clients may make use of features on the SigmaTesting.Com site to be sent reminders of their test taking information), and will not share your clients' identifying information with any third party.

#### **4. Privacy Statement for Accounts**

SigmaTesting.Com, owned and operated by Sigma Assessment Systems, Inc. (Sigma), is a web site dedicated to providing online testing services for qualified professionals and their clients. This web site also allows Accounts to set up accounts for qualified professionals, and to receive a portion of the sales generated by those accounts. Sigma recognizes the importance of protecting the information that you, as a Account, and your accounts provide at SigmaTesting.Com, and has safe guarded all information using advanced security measures.

Access to your Account information is limited to Sigma's operators, and you and your agents. Access to your information by you and your agents is controlled by a Account code and password. It is your responsibility to maintain the confidentiality of your Account code and password. If you feel that this confidentiality has been compromised, please inform Sigma at once, and Sigma will issue you a new Account code and/or password. Account codes and passwords will not be given over the phone, and will only be sent by email to the email address listed in the Account information, or by mail to the street address listed in the Account information. To maintain the confidentiality of your password, share it with only employees and colleagues that have a legitimate need to

access your account. Your password will not be required when contacting Sigma, and Sigma's support staff will not ask you to provide it.

Your Account account allows you to create accounts for qualified professionals and track their usage. Your Account account does not give you access to information about the clients of the accounts you create, their test responses or test results.

Sigma will restrict its use of the information that you, the accounts you create, and their clients provide through the pages of SigmaTesting.Com as follows:

- Sigma may use your contact information to contact you from time to time regarding scheduled site maintenance, new features being added to the site, price specials, and any other items deemed important. Sigma will not share your contact information with any third party.
- Sigma may use the contact information of the accounts you create to contact those accounts from time to time regarding scheduled site maintenance, new features being added to the site, price specials, and any other items deemed important. Sigma will not share this contact information with any third party.
- When an account you create purchases tests using a credit card, Sigma will verify that card information with its credit card company and their agents. All payment information is transmitted using SSL encryption and stored in encrypted databases. Once payment has been verified, all but the last four digits of that credit card number will be erased from Sigma's database. Sigma may make use of the purchase and test use history of your accounts when contacting you or your accounts regarding pricing specials and other opportunities.
- Sigma reserves the right to use test responses and any non-identifying information in its ongoing research and test development. Any data used for such purposes will be stripped of identifying information so that it cannot be linked to a person or account. Sigma will not attempt to contact clients of your accounts directly (although those clients may make use of features on the SigmaTesting.Com site to be sent reminders of their test taking information), and will not share clients' identifying information with any third party.

## Appendix C: SigmaTesting.Com Qualifications Policy

The tests available through SigmaTesting.Com are divided into three categories, based on the level of expertise required to properly administer the test and interpret the results.

### Level A

**Description:** The instruments that fall into this category are designed for users that do not have formal training in the use and interpretation of tests. Level A tests are easy to administer, and provide targeted results that can be interpreted without knowledge of advanced testing principles. Both the test manuals and reports are designed to be easily understood by people lacking training in psychology and psychometrics. SigmaTesting.Com's employee screening, career and leadership development instruments fall into this category.

**Instruments:** Employee Screening Questionnaire (ESQ), Leadership Development Report, Leadership Skills Profile (LSP), Sigma Survey for Sales Professionals (3SP)

**Qualifications:** Formal psychological training or test-using experience is not required to use Level A tests. However, the employee screening instruments that fall into this category are restricted to users working for, or on the behalf of, institutions that are screening job candidates as part of the hiring process. They are not available to either job candidates looking to become familiar with employee screening measures, or individuals or agencies that coach job candidates on how to pass employee screening measures.

### Level B

**Description:** Level B instruments are designed for users with some familiarity with testing principles and the psychology behind them. An understanding of the concepts behind standardized personality testing is required when interpreting results. The tests in this category are more general in nature, and require knowledge of the issues involved when using them for specific applications, such as employee screening.

**Instruments:** Jackson Personality Inventory-Revised (JPI-R), Personality Research Form (PRF), Six Factor Personality Questionnaire (SFPQ), Survey of Work Styles (SWS)

**Qualifications:** To qualify for Level B instruments, the test user must have taken an advanced level university course in psychological testing at the Master's level, and have trained under the supervision of a psychologist.

### Level C

**Description:** The instruments in this category deal with advanced measurement concepts and require advanced training and experience in dealing with psychopathology.

**Instruments:** Basic Personality Inventory (BPI)

**Qualifications:** To qualify for Level C instruments, the test user must have a doctorate in psychology, education or a related field, and be a member in good standing of a professional organization, such as the APA.

## Appendix D: SigmaTesting.Com Assessment Account Qualifications Form

Because there are some restrictions on who may use some of our tests, we need to know a bit about the education and work background of the person who will be responsible for the proper use of tests by this Assessment Account. The information you enter below will be used to determine which tests you will be allowed to use. Please complete as many of the fields below as possible. Providing detailed qualifications information will speed the Assessment Account approval process.

### 1. Qualified User

|                  |  |
|------------------|--|
| Name:            |  |
| Title:           |  |
| Company:         |  |
| Address:         |  |
| City:            |  |
| State/Province:  |  |
| Country:         |  |
| Zip/Postal Code: |  |
| Phone Number:    |  |
| Fax Number:      |  |
| Email Address:   |  |

### 2. Education

a. Highest level of education completed by qualified user:

| Level | School | Major |
|-------|--------|-------|
|       |        |       |
|       |        |       |
|       |        |       |

b. Courses

If major of qualified user was not Psychology, please list courses which deal with tests and measurement:

| Course | Unit | School |
|--------|------|--------|
|        |      |        |
|        |      |        |
|        |      |        |
|        |      |        |
|        |      |        |

**3. Work Experience**

Please list any relevant work experience:

| <b>Employer</b> | <b>Position</b> | <b>Start Date</b> | <b>End Date</b> |
|-----------------|-----------------|-------------------|-----------------|
|                 |                 |                   |                 |
|                 |                 |                   |                 |
|                 |                 |                   |                 |
|                 |                 |                   |                 |
|                 |                 |                   |                 |

**4. Professional Licenses and Memberships**

Please list any relevant professional memberships:

| <b>Organization</b> | <b>License or Membership Number</b> |
|---------------------|-------------------------------------|
|                     |                                     |
|                     |                                     |
|                     |                                     |
|                     |                                     |
|                     |                                     |

**5. Additional Information**

Use this space to add additional qualifications information:

|  |
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|  |
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|  |
|  |

\_\_\_\_\_  
Signature of Qualified User

\_\_\_\_\_  
Date