

TTI Success Insights (UK) Ltd - Standard Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

- **Definitions:**

“**Goods**”: the articles and services to be supplied to the Buyer by the Seller

“**Buyer**”: the organisation or person who buys Goods

“**Seller**”: TTI Success Insights (UK) Ltd. Company Number 08112771, who’s registered office is Glenhough, Sandy Lane, Brown Edge, Staffordshire, ST6 8QL

“**Practitioners**”: All people who use the products and services of TTI Success Insights

“**End Client**”: an organisation who use TTI Success Insights assessment tools internally within their organisation as part of their recruitment, strategic, learning & development and employee coaching practices.

“**VAA**” – An external consultant/training provider who uses TTI Success Insights assessment tools as part of the services they offer to their clients.

“**Data Protection Legislation**”: all applicable data protection laws including GDPR and any applicable national implementing laws, regulations and secondary legislation relating to the processing of Personal Data and the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

“**Code of Conduct**”: a minimum standard for conduct whilst using The Goods with which practitioners should comply, along with standards of good practice at which practitioners should aim.

2. General Terms

- These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. The Buyer The buyer covenants with the seller:

- The buyer will not disclose any retail price of the TTI Success Insights Goods on any internet site.
- The buyer will not set up an e-commerce site to sell the TTI Success Insights Products on the internet; and/or enter into any agreement with third party to do e-commerce with the Goods on the internet.
- The buyer will not issue any complimentary reports provided to them by the Seller until such time that the proposed recipient of the said reports has completed a pro-forma information questionnaire for the sake of gaining access to complimentary reports to the satisfaction of the Seller.

- The buyer will ensure that any complimentary reports used as for marketing purposes and to demonstrate the value of the Goods and that they will not be used for re-sale or seminar use, or in place of full paid-for Goods.
- The buyer will not re-produce, convert or recreate any reports or data aside from through the TTI Success Insights IDS system, or a member of the Seller's team.
- The buyer will not write software that scores any copyrighted response forms
- The buyer will not engage in any mass Unsolicited Commercial Email (UCE aka "spam") advertising campaign providing direct access to the Internet Delivery Service for the goods, or that would in any way discredit the Goods.
- The End Client will not sell or give the goods to any other organisation or person unknown to the seller without the prior permission of the supplier in writing.
- The buyer will not allow any other organisation or person not officially accredited with TTI Success Insights UK to use the Goods with individuals.
- The buyer, End Client or VAA acknowledges that they are not permitted to sell the Goods to any party who in turn intend to sell the Goods.
- The buyer will not source TTI Success Insights products from outside of the UK.
- The buyer must have written permission from TTI Success Insights UK to sell the Goods outside of the UK.
- The buyer covenants to abide with the seller's Code of Conduct for Practitioners, which is Schedule B attached to this agreement.

4. Price and Payment

- The price shall be the Recommended Retail Price less agreed discount, unless otherwise agreed in writing between the parties. The price is exclusive of VAT or any other applicable costs.
- Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
- Where credit is offered, payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered, payment will be required before release of goods by the Seller.
- The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per month above the base rate of The Bank of England.
- If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
 - require payment in advance of delivery in relation to any Goods not previously delivered;

- refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

5. Description

- Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

6. Sample

- Where a sample of the Goods is shown to and inspected by the Buyer, the parties accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of language conversion or updates that are frequently made.

7. Data Protection Legislation and GDPR

- The Seller is fully compliant with GDPR and Data Protection Legislation. In accordance with Data Protection Legislation, use of The Goods means that The Buyer:
 - Is GDPR compliant and adheres at all times to Data Protection Legislation.
 - Has requested a Data Processing Agreement with The Seller where necessary.
 - Has ensured that the Data Controller gives consent for The Seller to subcontract the processing of personal data to TTI Success Insights Inc, based in Phoenix, Arizona. The Seller shall inform the controller of any intended changes concerning the addition or replacement of sub-processors, thereby giving the controller the opportunity to object to such changes when the seller is deemed to the processor of the personal data.
 - Understands that if the The Buyer has not requested the Seller signs a Data Processing Agreement, TTI Success Insights UK's Micro DPA agreement applies (See Schedule A) of this agreement.

8. Delivery

- Unless otherwise agreed in writing, goods for delivery will take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- Be delivered by email to an address specified
- Be drawn down by the buyer, self-selected and administered from the IDS® (Internet Delivery System)
- If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be affected and the Buyer shall be liable for any expense associated with such storage.

- Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 14 days of signed receipt to enable replacement or refund.

9. Risk

- Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses:
- to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

10. Title

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

11. Return of unused goods

All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required or sold by the Buyer, unless otherwise agreed, in which case the following terms apply.

- Any returns must be authorised by a representative of the Seller before any credit will be given.
- Where the Seller agrees to accept the return of goods that are not damaged the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way. The Seller will only accept returns that appear in the Sellers current Publication List.
- Credit of amounts due or paid in will only be given for goods that are in saleable condition.

12. Limitation of liability

The Seller shall not be liable for any/all loss or damage suffered by the Buyer in excess of the contract price.

- Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

13. Intellectual property rights

- All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

14. Force majeure

- The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural

source of supply, and the Seller shall be entitled to a reasonable extension if the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

15. Relationship of parties

Nothing contained in these Terms and Conditions shall be construed as establishing or implying. Any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

16. Assignment and sub-contracting

The contract between the Buyer and Seller for the sale of the Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

17. Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions of this Service Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

18. Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

20. Relationship with TTI Success Insights (UK) Ltd.

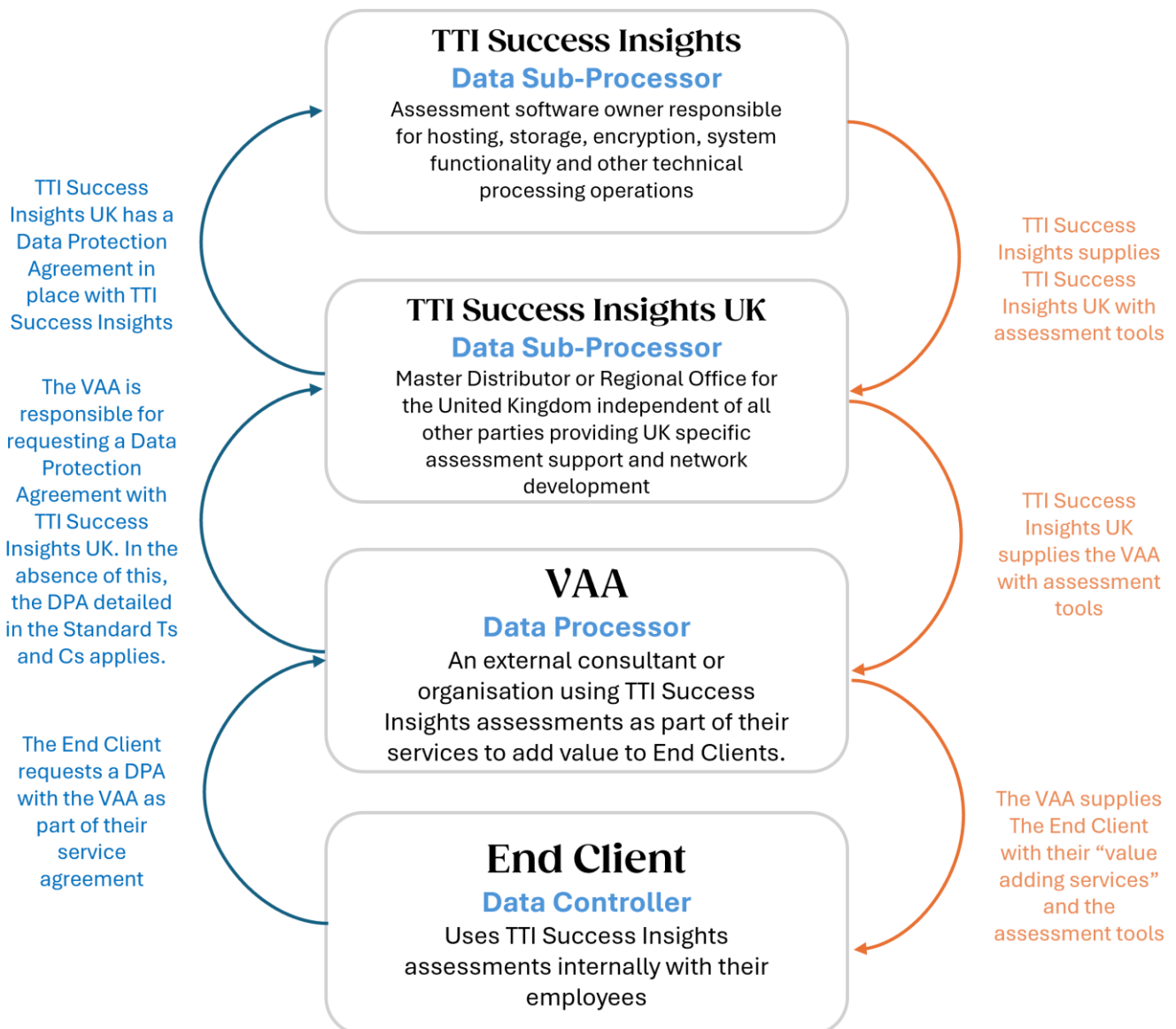
- TTI Success Insights UK (the Seller) undertakes to provide industry leading tools for End Clients and VAAs to use in their particular field and areas of particular expertise. Other than insisting on a code of professional conduct the seller does not encourage the buyer to use the tools in any particular way. Indeed, the buyer should add value to the product by the way in which they use them.
- TTI Success Insights UK (The Seller) will not seek to establish a network or banner for The Buyer to use. Any relationship or joint ventures that are entered into by The Buyer or VAA's are between themselves and normal due diligence should be undertaken by both parties. TTI Success Insights UK does not endorse one customer over another.

Schedule A – Data Processing Addendum

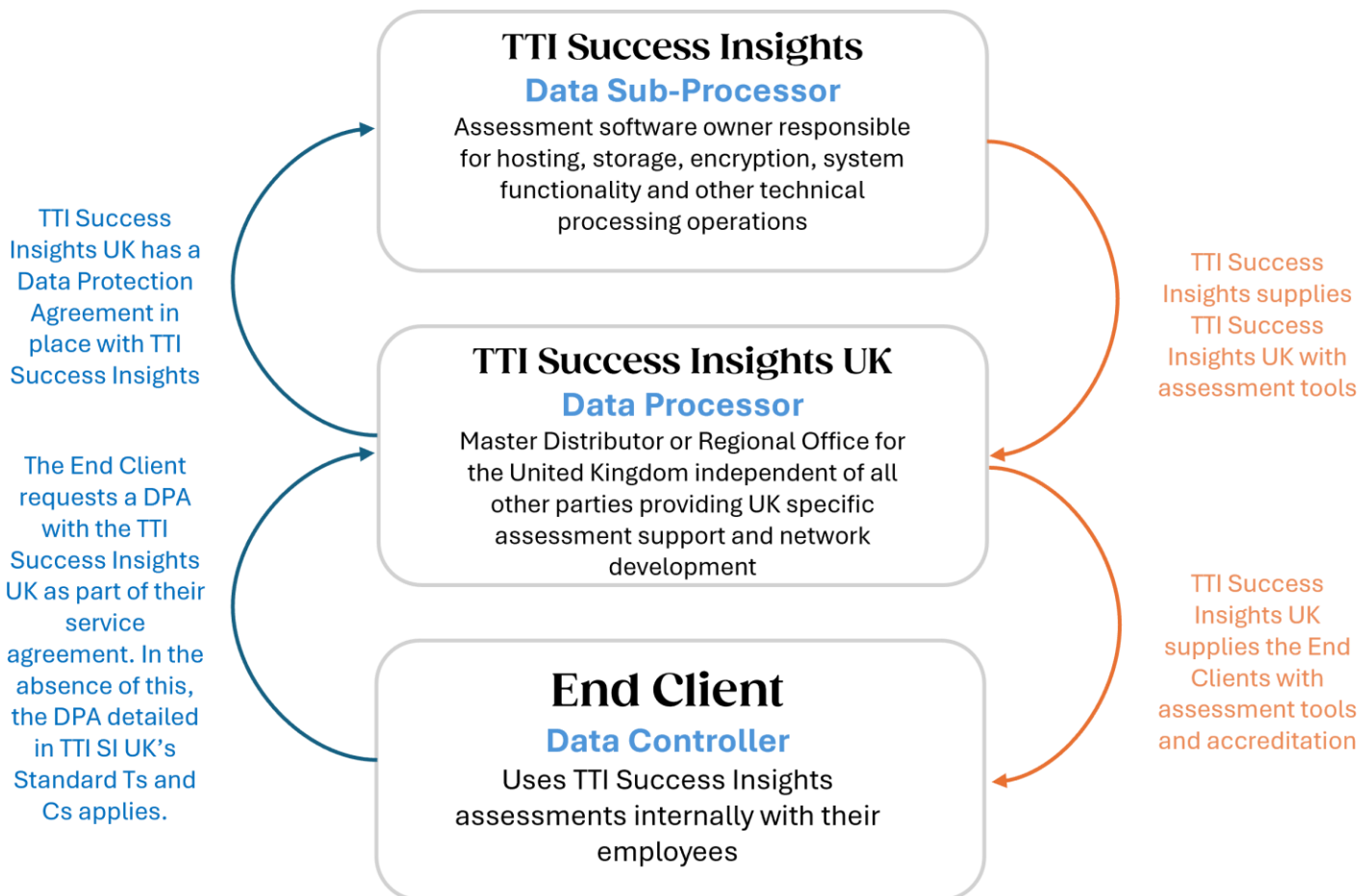
This schedule applies when the Buyer has not asked the Seller to sign a Data Processing Agreement, and requests TTI Success Insights UK to carry out an activity that constitutes “processing” of personal data under UK GDPR. At all other times, TTI Success Insights acts solely as a Distributor of Goods and not as a processor or sub-processor.

1. Roles of the Parties

- TTI Success Insights UK acts as a data processor only where the Buyer expressly requests TTI Success Insights UK to perform a task that constitutes “processing” of personal data under UK GDPR (for example inputting email addresses into TTI Success Insights software to send out report completion invitations) for their own internal employees. TTI Success Insights UK’s processing activities are strictly limited to the scope and duration of that request.
- The Buyer acts as:
 - The data controller, where it processes personal data to it’s own end-users/employees and participants or:
 - A processor where the Buyer is a VAA, processing personal data on behalf of an end-client controller.
 - Where the Buyer is a VAA and acts as a processor, the Buyer warrants that it has obtained all necessary authority from the relevant data controller to appoint TTI Success Insights UK and TTI Success Insights as sub-processors for the limited processing requested.
- In the event that the Buyer is a VAA the following diagram is a description of the GDPR and supply chain roles and relationships:



- In the event that the Buyer is an End Client, the following diagram is a description of the GDPR and supply chain roles and relationships:



2. Client Instructions

- A written request via email from the Client to orders@ttisuccessinsights.co.uk or directly via email to a member of the team, to perform a processing task constitutes the Client's documented instruction for the purposes of UK GDPR.
- TTI Success Insights UK will not process personal data without documented written instruction via email.

3. Confidentiality

- TTI Success Insights UK ensures that persons authorised to carry out the processing task are bound by confidentiality obligations and have received sufficient training to ensure confidentiality and adherence to GDPR best practices at all times.

4. Security Measures

- TTI Success Insights UK shall implement appropriate organisational measures proportionate to its limited processing role.
- Where processing is carried out inside TTI Success Insights' software, e.g. the IDS system, the Buyer acknowledges that TTI Success Insights' technical and organisation security measures govern the hosting, security, availability and storage of the personal data. Information on TTI Success Insights' security measures including the Information Security Manual, the ISO 27001 certificate and Statement of Applicability can be found here: [ISO 27001 - TTI Success Insights](#).

5. Sub-Processing

- Use of TTI Success Insights as a Sub-Processor
 - The Buyer acknowledges that any processing performed by TTI Success Insights UK under this schedule is carried out exclusively by using the software provided and hosted by TTI Success Insights, who acts as a sub-processor responsible for hosting, storage, encryption, system functionality and other technical processing operations.
 - The privacy policy for TTI Success Insights assessment process can be found here: [TTI SURVEY](#)
 - The Technical & Security Documents for the TTI Success Insights assessment process can be found here: [ISO 27001 - TTI Success Insights](#).
- TTI Success Insights does not appoint or engage any additional sub-processors in performing the limited processing activities covered by this schedule.

6. Client Authority

- Where the Buyer is a processor on behalf of an End User (controller), the Buyer warrants that it has obtained all necessary authorisations from the data controller to permit TTI Success Insights' role as sub-processor using their software.

7. International Transfers

- Where the software involves transfers of personal data outside the UK/EEA (including to the United States), such transfers are governed by TTI Success Insights' transfer mechanisms as set out in their published privacy notice, found here: [TTI SURVEY](#)

8. Regional Data Storage and Processing

- The Buyer acknowledges that:
 - TTI Success Insights stores all EU and UK assessment data on a secure server located in the European Union. This single EU-based server is used to store and process personal data for individuals located in both the EU and the UK.
 - For assessments conducted in the UK or EU, TTI Success Insights affiliates and authorised representatives based in these regions may access and process assessment data locally. This approach ensures that personal data remains within the European Union wherever possible and limits cross-border transfers to only those situations necessary to provide technical support or other essential services.
 - In limited circumstances, such as providing technical troubleshooting or platform maintenance, authorised TTI Success Insights personnel located outside the EU (Including the US) may remotely access data to ensure proper functionality of the assessment services. When such access occurs, it is carried out in compliance with applicable data protection laws, including the GDPR and UK GDPR, and is protected through approved transfer mechanisms such as the EU-US Data Privacy Framework and Standard Contractual Clauses (SCCs).

9. Data Collected

- The Buyer acknowledges that:

- In order to provide the assessment services, TTI Success Insights may receive only the following categories of personal information about a data subject: Name, email address, pronoun choice (for report preferences only), position/job title and organisation and IP address. TTI Success Insights collects only the PII it needs to complete the TTI Success Insights assessment.
- In some cases, TTI Success Insights may ask for demographic information for research and adverse impact purposes, this information is not required or mandatory and a data subject can decline to provide this information if they choose to.

10. Deletion of Data

- The Buyer acknowledges that:
 - The data subject has a right to rectification, a right to access, a right to remove consent, right to erasure and right to data portability and to that end, can manage their preferences through a specially designed data subject facing website: [Home - TTI SI GDPR](#). Any requests received through this portal will be passed on to the relevant data controller for their instruction.

Schedule B – Code of Conduct for Practitioners Addendum

1. The Buyer Acknowledges that:

- The elements measured in TTI Success Insights' assessments are just part of a person's personality and the uniqueness of each person extends far beyond these models, therefore it is essential that the assessments shouldn't be misrepresented as 'personality tests'.
- The TTI Success Insights assessment model frames all Behavioural Styles and Driving Forces as equally valid - no "better," no "best," simply different strengths. This means that it actively promotes real diversity and inclusion. It encourages individuals to recognise their own behavioural biases, understand the value that different preferences bring, and build teams and organisations where every behavioural pattern is acknowledged, appreciated, and able to thrive. This should always be the basis and the context of uses of the assessment tools.
- If feedback is being given to any candidate, the practitioner must ensure that the respondent's self-esteem is protected to the best of their abilities in the debrief and interpretation of the assessment results. The practitioner should be looking for verbal and non-verbal cues that signal discomfort or disengagement from the process and the practitioner should then take steps to manage this. The individual giving feedback must be formally accredited with TTI Success Insights if using the TTI Success Insights assessments and the Buyer must not permit anybody not accredited by TTI Success Insights within their organisation to use the assessments for debriefing, training or giving feedback to individuals.
- If they are unsure about any assessment results, TTI SI UK strongly advises you to book a support call in with a member of their team. They do not charge for support, mainly because they wish to encourage their network to ask for assistance. This is especially true when it comes to invalid or unusual report results.

- They will ensure that they have fully prepared and have looked through all assessment results before using the assessments in any manner.
- TTI Success Insights assessments can be an extremely valuable component of the recruitment and selection process when used appropriately. It is crucial to recognise that these assessments should constitute only a part of the overall decision-making process, accounting for no more than 33% of the hiring decision. Assessments are intended to be used in a consultative manner, utilising objective data to provide insights and open up conversations. Following this guide line prevents overlooking the dynamic nature of humans and the capacity for individuals to adapt and grow within a role.
- Companies in the UK are legally required to offer "reasonable adjustments" for people with additional needs, especially during hiring processes. Practitioners need to recognise that, relating to the behaviour/DISC science, individuals have the potential to and frequently do modify their behaviours in response to different work environments, people, projects and challenges. Best practice is to utilise assessments as a basis for meaningful discussions between employers and candidates. This approach fosters transparency, allows candidates to provide context, and enables employers to explore areas such as cultural fit and alignment with organisational values.

2. Reliability and Validity

- If asked by a respondent or End Client, enquiries on reliability and validity of the assessments can be referred to the TTI Success Insights research portal, since this site contains differential effect studies, technical reports, reliability studies, peer reviewed publications, white papers and case studies for individuals to read through to find the specific information that they are looking for. This URL is: rnd.ttisi.com
- TTI Success Insights UK highly recommends downloading the Technical Reports for each science used and having these readily available for us if required.
- TTI Success Insights follows best practices that align with the American Psychological Association (APA) to ensure that their assessments are well-developed, tested and reliable. Globally, TTI Success Insights follows the International Test Commission's (ITC) guidelines to ensure the assessments are not just translated accurately, but also adapted to different languages and cultures.

3. Professional Conduct

- In all of their work, practitioners shall conduct themselves in a manner that does not bring themselves or any TTI Success Insights (UK), products or services into disrepute. They shall value integrity, impartiality and respect for persons and shall seek to establish the highest ethical standards in their work. They shall hold the interest and welfare of those in receipt of their services to be paramount at all times.
- Practitioners shall conduct themselves in ways that protect the interests of those they serve and uphold public confidence in their profession. They should avoid making unwarranted claims about their abilities, qualifications, or experience, and refrain from any conduct likely to harm clients, colleagues, or project participants. Relationships of trust or influence must never be exploited for personal gain, and all products and methods used should support the welfare and self-esteem of those involved.

- Practitioners must seek guidance when their own expertise is insufficient, maintain awareness of appropriate personal boundaries, and ensure that conflicts of interest are identified and resolved to the satisfaction of all parties. They must not allow professional standards to be compromised.
- Practitioners should respect the intellectual property of others, give proper credit in collaborative work, and maintain safe standards in all procedures and equipment used. Allegations of misconduct by colleagues should be reported to the appropriate authorities without malice and with only necessary disclosures, and practitioners must fully cooperate if they themselves become the subject of such investigations.