

General Terms and Conditions of Use

Last Updated: April 24, 2025

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF USE (THE "TERMS") BEFORE USING OUR WEBSITE AT PARINC.COM (THE "WEBSITE"). THESE TERMS APPLY TO ALL VISITORS TO AND/OR USERS OF THE WEBSITE ("YOU" "YOUR" OR "USERS"). BY USING THE WEBSITE YOU INDICATE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND AGREE TO BE BOUND BY THESE TERMS.

PLEASE NOTE THAT YOUR ACCESS TO AND USE OF OTHER PAR AND THIRD-PARTY PRODUCTS AND SERVICES LINKED TO OR FROM, OR ACCESSED OR PURCHASED VIA, THE WEBSITE MAY BE SUBJECT TO ADDITIONAL USAGE TERMS, PURCHASE TERMS, AND/OR PRIVACY POLICIES THAT MAY VARY FROM THE TERMS HEREIN SO PLEASE MAKE SURE TO CHECK THE TERMS AND POLICIES APPLICABLE TO SUCH OTHER PRODUCTS AND SERVICES PRIOR TO USE.

General information

By using the Website, and any other electronic communication resources owned and operated by Psychological Assessment Resources, Inc. ("PAR," "we," "us," or "our"), such as blogs or bulletin boards, you agree to be bound by these Terms, which are effective unless and until terminated by PAR. We reserve the right, at any time periodically to review our most current Terms. You further acknowledge that you have read and understand our General Privacy Policy, and if you are a resident of California, Delaware, Maryland, or Texas that you have read and understand our State-Specific Privacy Policy. As stated in our General Privacy Policy, we may change our privacy policies from time to time. When we update our privacy policies, we will update the policy's "last updated date," post the changes to the website, and, at our option, notify you either by placing a prominent notice on the home page of our Sites or by sending you a notification directly

The Website's content is for informational purposes only and should not be construed as specific instructions for individual persons or situations. PAR does not provide clinical advice, nor should content of the Website be considered clinical advice. The Website is not intended to be a substitute for professional psychological, psychiatric or medical advice, diagnosis, or treatment. You should always seek the advice of a qualified health care provider with questions about psychological or mental disorders and/or medical conditions. Your reliance on the information provided by the Website is solely at your own risk. Never disregard professional health care advice or delay in seeking it because of something you have read on the Website. The Website content is intended to supplement, not substitute for, the diagnosis, treatment, and advice of a health care professional, and it is not intended as a guide to self-treatment or self-diagnosis.

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Ownership & submissions

We welcome your feedback about the Website and submissions for publication on the Website and elsewhere whether such feedback or submission is submitted in writing, electronically, orally or otherwise ("Material"). By submitting any Material, you grant PAR, its employees, agents, licensees, independent contractors, successors, and assigns (collectively the "Licensees") an irrevocable, perpetual, assignable, worldwide, and royalty-free license to use, edit, reproduce, disclose, publish, and distribute any Material you submit for any purpose, in any medium, with or without attribution to you (in our sole discretion), without restriction or review by you, and without compensation to you. For this reason, you should not send or communicate to us any Material that you do not wish to license to us, including any confidential information or any original creative materials, such as product ideas, computer code, or original artwork. Further, if you post on our Website or provide to PAR through our Website (such as by email or FTP) any copyrighted or copyrightable works of authorship, proprietary information, trade secrets, or other information or material in which you have intellectual property rights, moral rights, or other proprietary rights (individually, a "Work" and collectively, the "Works"), you (a) grant Licensees a perpetual, worldwide, and royalty-free license of all right, title, and interest in the Works, as well as all intellectual property and proprietary rights Licensees a perpetual, worldwide, and royalty-free license of all right, title, and interest in the Works, as well as all intellectual property and proprietary rights associated with the Works, and (b) waive all rights of attribution and integrity with respect to the Works. You also grant Licensees, without any obligation of PAR to pay or otherwise compensate you, rights to use any ideas contained in any material provided by you for new or improved products and/or services for PAR, its affiliates, or others, and you agree that your posting to or disclosure of those ideas on our Website places such ideas in the public domain. In addition, you agree to indemnify, defend, and hold harmless the Licensees for any claims, suits, losses, expenses, damages, and costs (including reasonable attorneys' fees) arising from (a) any Material you submit to or through the Website, (b) your use of or access to any part of the Website, or (c) services any Licensee renders in conjunction with your use of our Website (collectively, the "Indemnified Claims"). The Indemnified Claims include but are not limited to claims for defamation, invasion of privacy, invasion of rights of publicity, copyright, trademark, patent or intellectual property infringement, unfair competition, and any and all claims arising in statute or tort. We reserve the right to delete information and/or materials that we deem, in our sole discretion, to be obscene, indecent, harassing, defamatory, infringing upon the intellectual property or proprietary rights of others, or otherwise harmful, unlawful, inappropriate or objectionable. At the same time, we assume no responsibility and make no warranty that we will screen for or remove objectionable material. You agree to hold Licensees harmless for any failure to delete objectionable material. No warranties, either expressed or implied, are made as to the information posted. We disclaim any warranties regarding the Website's content or any page to which the Website may link or reference. You agree that all such content is provided "as is" and without any warranties of merchantability, suitability, fitness, or any other kind. Information on the Website may be inaccurate, incomplete, or out of date. Accordingly, reliance on information provided by PAR, a blogger, or commenter is solely at your own risk.

By using the Website, providing your e-mail address to PAR, or sending an e-mail to PAR, you are consenting to receive e-mail from us unless you advise us in writing or by e-mail that you do not desire to receive e-mail from us. For more information on how we treat your personal information please read our General Privacy Policy (California, Delaware, Maryland, and Texas residents please read our State-Specific Privacy Policy).

The Website and its content (including all site design, text, data, interfaces, logos, button icons, legends, images, photographs, music, audio or video clips, titles, page headers, graphics, software, and the selection, arrangement, coordination, enhancement, and presentation of said elements) are the sole property of PAR and/or any authors, affiliates, or content suppliers and are protected by United States and international copyright laws. All software used on our Website is the property of PAR or its software suppliers (or is used under license from the owner) and is protected by United States and international copyright laws. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. Any trademarks that appear on the Website are either our property or the property of others, who may or may not be affiliated with, connected to, or sponsored by PAR.

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Using our Website does not confer, by implication, estoppel or otherwise, any ownership right or license to our Website as a whole or to any individual elements of our Website, without regard to whether such elements are subject to copyright or trademark protection. Access to our Website does not authorize anyone to use any name, logo, slogan, or mark in any manner. The application of our Website into any other site is strictly prohibited unless pre-approved in writing by PAR. PAR reserves the right to refuse access in its sole discretion, including, without limitation, if PAR believes that a user's conduct violates applicable law or these Terms or is harmful to the interests of PAR or its affiliates.

By using our Website, you certify that you are 18 years of age or older. Persons under the age of 18 years may not use our Website without the consent of their parent or guardian. You are prohibited from violating or attempting to violate the security of our Website, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host, or network, including, without limitation, by submitting a virus to the Website, overloading, "flooding," "spamming," "mailbombing," or "crashing"; (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. PAR will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, procedure or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website. You agree further not to use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to index, navigate, search, or "crawl" the Website other than the search engine and search agents available from PAR on the Website and other than generally available third-party web browsers (e.g., Internet Explorer).

Termination

We reserve the right at any time, and from time to time, to discontinue, temporarily or permanently, the Website or any part thereof or terminate any user's access to the Website or any part thereof. We may also modify, delete, or adapt the Website at any time without any notice or obligation to you at our sole discretion. Your right to use and otherwise access the Website is automatically terminated if you violate these Terms. Subject to the terms and conditions of any agreement that we may enter into with you outside of these Terms, you agree that PAR will not be liable to you or any third party for any modification, suspension, or discontinuation of the Website, or any part thereof. Upon termination for any reason of your right to use and otherwise access the Website, you must cease all access to the Website. All provisions of these Terms as to limitation and disclaimer of warranties, limitation of liability, PAR's ownership rights, and your representations and indemnities shall survive termination.

Links to PAR

You may provide a hyperlink to our Website from another website only with our prior written approval and provided that: (a) the link is a text-only link, marked "PAR Website;" (b) the link "points" to the URL "http://www.parinc.com" and not to other pages, graphics, or images within our Website; (c) the appearance, position, and other aspects of the link are not such as to damage or dilute the goodwill associated with the name and trademarks of PAR; (d) the appearance, position, and other aspects of the link do not create the false appearance that any person or entity other than PAR is associated with or sponsored by PAR; (e) the link, when activated by a user, displays our Website on a full screen and not within a "frame" on the linking website; and (f) you do not directly or indirectly cause any portion of the Website to appear on a user's computer screen with any material (e.g., URL, text, graphics, pop-up window, audio, or other) supplied by or associated with you or any third party. PAR reserves the right to revoke consent to such links at any time in our sole and absolute discretion by amending these Terms or providing notice to the operator of a website containing the link. You agree that all other hyperlinks to our Web site must be expressly approved in advance, in writing, by PAR.

Links to Third-Party Websites

PAR may provide links on our Website to other websites that are not under the control of PAR. In general, any website that has an address (or URL) without the word "parinc" is such a website. These links are provided for convenience or reference only and are not intended as an endorsement by PAR of the organization or individual operating such a website, or a warranty of any type regarding that website or the information on that website. PAR does not control such websites and, therefore, does not assume any responsibility for the operation, content, or privacy practices of such websites or the technology they implement. All use by you of such websites is at your own risk and you hereby irrevocably waive any claim against PAR with respect to such websites. PAR reserves the right to terminate such links at any time without notice. You should review the privacy policy and terms and conditions of use for each such website and confirm that they are acceptable to you before you register on or use that site. Because some websites employ automated search results or otherwise link users to sites that contain information that may be deemed inappropriate or offensive, PAR cannot be held responsible for the accuracy, legality, or decency of material contained on such websites.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ACKNOWLEDGE AND AGREE THAT NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARE MADE BY PAR OR ITS LICENSEES AND PAR AND ITS LICENSEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT;
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3. ANY MATERIAL UPLOADED/DOWNLOADED OR OTHERWISE OBTAINED FROM THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; NEITHER PAR NOR ITS LICENSEES SHALL BE LIABLE, AND YOU WILL BE SOLELY RESPONSIBLE, FOR ANY AND ALL LOSS, OR CORRUPTION, OF DATA UPLOADED OR INPUTTED BY YOU THROUGH THE USE OF THE SERVICES, AND ALL SERVICING, REPAIR, OR CORRECTION AND ANY DAMAGE TO YOUR HARDWARE AND SOFTWARE THAT MAY RESULT FROM THE USE OF THE WEBSITE.

Limits of liability

PAR reserves the right, but does not assume the obligation, to monitor areas of our Website electronically. PAR further reserves the right to disclose any content, records, or electronic communication of any kind if we are required to do so by any law, regulation, or court order (including subpoenas), or if such disclosure is necessary or appropriate to operate the Website or to protect PAR's rights or property or the rights of Website users.

PAR will in no event be liable for any damages or losses resulting from or caused by your use of the Website; your misuse of any information contained herein; the Website's content, including any errors in or omissions from the Website, including but not limited to technical inaccuracies and typographical errors; any third party websites accessible through links on our Website; or any services or products delivered, purchased, or used as a result of your use of our Website. PAR also will not be liable for technical failures or for unauthorized access to user transmissions by third parties. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, OR PROFITS), WHETHER IN CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF PAR HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

If you are dissatisfied with our Website or any content on the Website, or with these Terms, your sole and exclusive remedy is to discontinue using our Website. If and insofar as the limitation of liability set forth in the immediately preceding section is found to be invalid, unenforceable, or inapplicable for any reason, then PAR's aggregate liability under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred U.S. dollars (\$100.00). In no event will PAR be liable to you or anyone else for any decision made or action taken by you in reliance on information on the Website or for any consequential, special, or similar damages, even if advised of the possibility of such damages.

If you believe that any material posted on the Website infringes any copyrights, please notify us by providing a written notice signed physically or electronically by a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. In your written notice, please identify any copyrighted work claimed to

person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; in your written notice, please identify any copyrighted work claimed to have been infringed (or, if multiple works are covered, a representative list of such works); identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled; provide information reasonably sufficient to permit us to locate the material; provide information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address; state that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and state that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner regarding an exclusive right that is allegedly infringed. Please send the written notice to Copyright Administrator, C/O PAR, 16204 N. Florida Ave., Lutz, FL 33549 or copyrightadministrator@parinc.com.

Jurisdiction and governing law

U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations (including, but not limited to, the Export Administration Act and the Arms Export Control Act) and not to transfer, by electronic transmission or otherwise, any content derived from our Website to either a foreign national or a foreign destination in violation of such laws.

Our Website is created and controlled by PAR in the State of Florida, U.S.A. As such, you agree that the substantive laws of the State of Florida will govern the interpretation and enforcement of these Terms, or any disputes that arise hereunder or relate in any way to the Terms, without giving effect to any principles of conflict of laws which might otherwise result in the application of the substantive laws of another jurisdiction. The courts in or for Hillsborough County, Florida, with appropriate subject-matter jurisdiction, shall be the sole and exclusive venue for any dispute arising out of or relating in any way to your visit to our Website. You consent to exclusive jurisdiction and venue in such courts.

These Terms incorporate by reference any notices contained on the Website and constitute the entire agreement with respect to your access to and use of our Website. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any part of these Terms is found by a court of competent jurisdiction to be invalid, it is agreed nevertheless that the court should endeavor to give effect to the intention of such provision by making reasonable modifications in such provision if practicable and by continuing to honor all other terms and provisions of these Terms, which are intended to remain in full force and effect. PAR makes no representation that materials on our Website are appropriate or available for use in other locations or jurisdictions. Accessing the Website from jurisdictions where the contents of our Website are illegal is prohibited. Those who choose to access our Website do so on their own initiative and are responsible for compliance with local laws.

Please let us know if you have any questions about, or would like a copy of, our Terms. A copy will be provided to you free of charge. Simply send your request to cs@parinc.com.

Links

You may provide a hyperlink to our Web site from another Web site, provided that (a) the link is a text-only link, marked "PAR Web site;" (b) the link "points" to the URL "http://www.parinc.com" and not to other pages, graphics, or images within our Web site; (c) the appearance, position, and other aspects of the link are not such as to damage or dilute the goodwill associated with the name and trademarks of PAR; (d) the appearance, position, and other aspects of the link do not create the false appearance that any person or entity other than PAR is associated with or sponsored by PAR; (e) the link, when activated by a user, displays our Web site on a full screen and not within a "frame" on the linking Web site; and (f) you do not directly or indirectly cause any portion of this Web site to appear on a user's computer screen with any material (e.g., URL, text, graphics, pop-up window, audio, or other) supplied by or associated with you or any third party. PAR reserves the right to revoke consent to link at any time in their sole and absolute discretion by amending these Terms and Conditions of Use or providing notice to the operator of a Web site containing the link. You agree that all other hyperlinks to our Web site must be expressly approved in advance, in writing, by PAR.

PAR may provide links on our Web site to other Web sites that are not under the control of PAR. In general, any Web site that has an address (or URL) without the word "parinc" is such a Web site. These links are provided for convenience or reference only and are not intended as an endorsement by PAR of the organization or individual operating such a Website, or a warranty of any type regarding that Website or the information on that Website. PAR does not control such Web sites and, therefore, does not assume any responsibility for the operation, content, or privacy practices of such Web sites or the technology they implement. All use by you of such Web sites is at your own risk. PAR reserves the right to terminate such links at any time without notice. You should review the privacy policy and terms and conditions of use for each such Website and confirm that they are acceptable to you before you register on or use that site. Because some Websites employ automated search results or otherwise link users to sites that contain information that may be deemed inappropriate or offensive, PAR cannot be held responsible for the accuracy, legality, or decency of material contained on such Web sites.

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If you believe that any material posted on the Website infringes any copyrights, please notify us by providing a written notice signed physically or electronically by a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. In your written notice, please identify any copyrighted work claimed to have been infringed (or, if multiple works are covered, a representative list of such works); identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled; provide information reasonably sufficient to permit us to locate the material; provide information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address; state that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and state that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner regarding an exclusive right that is allegedly infringed. Please send the written notice to Copyright Administrator, C/O PAR, 16204 N. Florida Ave., Lutz, FL 33549 or copyrightadministrator@parinc.com.

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Our Web site is created and controlled by PAR in the State of Florida, U.S.A. As such, you agree that the substantive laws of the State of Florida will govern the interpretation and enforcement of these Terms and Conditions of Use, or any disputes that arise hereunder or relate in any way to the Terms and Conditions of Use, without giving effect to any principles of conflict of laws which might otherwise result in the application of the substantive laws of another jurisdiction. The courts in or for Hillsborough County, Florida, with appropriate subject-matter jurisdiction, shall be the sole and exclusive venue for any dispute arising out of or relating in any way to your visit to our Web site. You consent to exclusive jurisdiction and venue in such courts.

These Terms and Conditions of Use incorporate by reference any notices contained on this Website and constitute the entire agreement with respect to your access to

These Terms and Conditions of Use incorporate by reference any notices contained on this Website and constitute the entire agreement with respect to your access to and use of our Website. Our failure to exercise or enforce any right or provision of these Terms and Conditions of Use shall not constitute a waiver of such right or provision. If any part of these Terms and Conditions of Use is found by a court of competent jurisdiction to be invalid, it is agreed nevertheless that the court should endeavor to give effect to the intention of such provision by making reasonable modifications in such provision if practicable and by continuing to honor all other terms and provisions of these Terms and Conditions of Use, which are intended to remain in full force and effect. Licensees make no representation that materials on our Web site are appropriate or available for use in other locations or jurisdictions. Accessing this Web site from jurisdictions where the contents of our Web site are illegal is prohibited. Those who choose to access our Web site do so on their own initiative and are responsible for compliance with local laws.

Please let us know if you have any questions about, or would like a copy of, our Terms and Conditions of Use. A copy will be provided to you free of charge. Simply send your request to CS@PARinc.com.

DATA PROCESSING ADDENDUM

1. SCOPE

1.1 The following Data Processing Addendum ("DPA") applies to all transfers of Personal Information (defined below) by and between Psychological Assessment Resources, Inc., PARIConnect, PAR InVista, and/or the Self-Directed Search (collectively, "PAR," "we," "us," or "our") and any entities that provide the Personal Information of their patients, clients, students, or customers to PAR for PAR's provision of services (these entities are herein referred to as "Customer"). This DPA is effectively incorporated into the agreement ("Agreement") entered into between PAR and Customer (each a "Party" and collectively the "Parties"). This DPA is effective as of the date of the Agreement. In the event of a conflict between any provisions of the Agreement and the provisions of this DPA, the provisions of this DPA shall govern and control.

1.2 PAR acknowledges that Customer and/or the data it discloses to PAR may be subject to consumer privacy laws and regulations, as well as common law restrictions and/or obligations (the "Consumer Privacy Laws"). Consumer Privacy Laws may include, but it is not limited to, laws, and associated regulations or guidance, such as pursuant to the Health Insurance Portability and Accountability Act, General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), U.K. General Data Protection Regulation, California Consumer Privacy Act (the "CCPA") and California Privacy Rights Act ("CPRA"), as codified in California Civil Code sections 1798.100, et seq. (collectively, "CCPA/CPRA"), and other similar foreign or domestic, federal, state, or local privacy statutes, regulations, rules, or guidance, laws currently in effect or that may come into effect during the term of the Agreement, all as applicable and as may be amended from time to time.

2. DEFINITIONS

2.1 Based on Customer's relationship with PAR, PAR is considered a "service provider," "contractor," or "processor" (collectively, "Processor") under the Consumer Privacy Laws. As a Processor, PAR may process and/or receive "personal information" or "personal data," as such terms are defined in applicable Consumer Privacy Laws, from, or on behalf of, Customer (such personal information or personal data is herein referred to as "Personal Information").

2.2 The term "security incident" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by PAR that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of PAR or a breach or alleged breach of this DPA. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

2.3 The term "Model Clauses" means the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

2.4 The term "U.K. Addendum" means the template U.K. Information Commissioner's Office Addendum to the Model Clauses for international data transfers, issued under Section 119A of the U.K. Data Protection Act 2018, and including both tables and mandatory clauses.

3. PAR COMMITMENTS

3.1 PAR will comply with Customer's instructions regarding the processing of Personal Information, including but not limited to instructions regarding amending, transferring, or deleting Personal Information.

3.2 PAR shall not "sell" or "share" Personal Information it collects pursuant to the Agreement, as those terms are defined by applicable Consumer Privacy Laws.

3.3 Customer is providing PAR access to Personal Information for the limited and specific purposes provided in the Agreement, as described in section 5 herein, and/or as otherwise expressly permitted by Consumer Privacy Laws. PAR shall not retain, use, or disclose Personal Information for any purpose(s) other than those specified in section 5 herein or otherwise permitted by the Consumer Privacy Laws. Such purposes are incorporated by reference herein.

3.4 PAR shall not retain, use, or disclose Personal Information that it collects pursuant to the Agreement for any "commercial purpose," as defined by applicable Consumer Privacy Laws, other than the business purposes specified in section 5 herein, including in the servicing of any entity other than Customer.

3.5 PAR shall not retain, use, or disclose Personal Information it collects pursuant to the Agreement outside of the direct business relationship between PAR and Customer.

3.6 PAR shall not combine or update Personal Information with any other information, except to perform a business purpose defined in Consumer Privacy Laws, such as regulations adopted pursuant to Cal. Civ. Code § 1798.185(a)(10), except as provided by Consumer Privacy Laws.

3.7 PAR shall comply with all applicable laws and obligations regarding the use and protection of Personal Information, including all Consumer Privacy Laws, as applicable. PAR certifies that it understands these restrictions, including pursuant to the CCPA/CPRA, and shall comply with them.

3.8 PAR shall provide the same level of privacy protection as required by Customer, and shall assist the Customer in meeting the Customer's obligations in relation to the Personal Information. These privacy protections and obligations include, but are not limited to:

1. collecting and processing Personal Information solely to the extent the processing is necessary, reasonable, and proportionate to the specific purpose(s) listed in section 5 herein or otherwise permitted by Consumer Privacy Laws.
2. cooperating with Customer in responding to and complying with consumer requests made pursuant to Consumer Privacy Laws. PAR shall without undue delay notify Customer, and provide Customer with copies, of all communications from, or requests made by (i) consumers in relation to their rights under any Consumer Privacy Laws; and (ii) any state or government regulators related to Personal Information.
3. implementing reasonable security procedures and practices to protect the Personal Information from unauthorized or illegal processing, access, copying, storage, reproduction, display, loss, destruction, damage, use, modification, or disclosure in accordance with California Civil Code section 1798.81.5 and other Consumer Privacy Laws' similar requirements, including but not limited to technical and organizational measures appropriate to the nature of the Personal Information and risk to the same. PAR shall be responsible for implementing and maintaining such measures on systems PAR uses for processing Personal Information.
4. providing notification of any security incident related to any system, platform, or process that PAR, its employees, agents, subprocessors, or representatives use to process Personal Information. PAR shall report any such security incident to Customer without undue delay. PAR shall follow Customer's instructions regarding security incidents to enable Customer to perform a thorough investigation into the incident, formulate a response, and take further steps in respect to the incident.

3.9 PAR shall ensure that each person processing Personal Information is subject to a duty of confidentiality with respect to such Personal Information. The termination or expiration of this DPA shall not discharge PAR from its confidentiality obligations pursuant to the Agreement and this paragraph. PAR shall process Personal Information until the date of expiration or termination of the Agreement, unless instructed otherwise by Customer, or until such data is returned, de-identified, or destroyed on instruction of Customer.

3.10 If PAR engages any other person or entity to assist it in processing Personal Information for purposes of providing the services enumerated in the Agreement, PAR shall:

1. notify Customer of that proposed engagement in advance;
2. provide Customer at least five (5) business days to object to such engagement; and
3. ensure that the engagement complies with all Consumer Privacy Laws and is pursuant to a written contract binding such party to observe all material requirements regarding Personal Information and Customer's rights in relation to the same, as laid out herein. PAR remains responsible for any acts or omissions committed by itself, its representatives, agents, employees, officers, subcontractors, or any person or entity to which it or they provide access to Personal Information.

3.11 To the extent PAR processes or receives any deidentified personal information, as defined by applicable Consumer Privacy Laws, from, or on behalf of, Customer ("Deidentified Information"), PAR shall comply with all Consumer Privacy Laws concerning the Deidentified Information, including maintaining the information as deidentified personal information. PAR shall take reasonable measures to ensure the Deidentified Information cannot be associated with a consumer or household, publicly commit to maintain and use the Deidentified Information in deidentified form, not attempt to reidentify the information unless solely for the purpose of determining whether the data is deidentified, and contractually obligate any recipient of the Deidentified Information to comply with this DPA and all Consumer Privacy Laws regarding the processing of such Deidentified Information.

3.12 Unless PAR is otherwise required by law, or if Customer sooner requests PAR return Personal Information to Customer instead, PAR will delete and destroy Personal Information and all copies of the same once the Personal Information is no longer needed to complete the transaction or services requested.

3.13 Upon the reasonable request of Customer, PAR shall make available to Customer all information in its possession, custody, or control that is necessary to demonstrate PAR's compliance with all Consumer Privacy Laws and the requirements of this DPA or to enable Customer to conduct and document any required data protection assessments.

3.14 PAR shall notify Customer if PAR determines it can no longer meet its Consumer Privacy Laws obligations.

3.15 To the extent PAR processes any Personal Information from the European Economic Area ("EEA") or United Kingdom ("U.K."), Customer as "data exporter" and PAR as "data importer" hereby enter into the Model Clauses and U.K. Addendum. If required by law or by any agency or regulatory body with jurisdiction, the Parties agree to re-execute the Model Clauses and U.K. Addendum (including Annexes hereto) as a document separate from this DPA. For purposes of the Model Clauses and U.K. Addendum, the Parties hereby agree that:

1. Module Two of the Model Clauses and the U.K. Addendum are incorporated by reference into this DPA.
2. Signatures applied to the Agreement will be taken as equally signing and effectuating the Model Clauses and U.K. Addendum where applicable to the underlying Personal Information processed by PAR.
3. Clause 7 and the optional provision in clause 11 of the Model Clauses are excluded.
4. With respect to clause 9 of the Model Clauses, the Parties select Option 2. The applicable time period for changes to the subprocessor list shall be at least five (5) business days' written notice prior to the engagement of the sub-processor. The list of sub-processors already authorized by Customer can be found at Annex III.
5. With respect to clause 17 of the Model Clauses, the Parties select Option 1 and the governing law is that of Ireland for Model Clause purposes and England and Wales for U.K. Addendum purposes.
6. With respect to clause 18 of the Model Clauses, the courts of Ireland shall resolve any disputes arising from the Model Clauses; the courts of England and Wales may resolve disputes arising from the U.K. Addendum.
7. If there is any conflict between the DPA and the Model Clauses and U.K. Addendum, the Model Clauses shall prevail to the extent applicable to the processing at issue. (h) The Parties agree to the U.K. Addendum Tables provided at Annex IV. 4.

4. ADDITIONAL RIGHTS AND OBLIGATIONS

4.1 PAR grants Customer the right to take, and PAR shall allow and contribute to, appropriate and reasonable steps to monitor PAR and ensure PAR's use of Personal Information is consistent with all applicable privacy rights and obligations, whether statutory, regulatory, based in common law, contractual, or otherwise. These steps may include, but are not limited to, ongoing manual reviews, automated scans, regular assessments, audits, or other policy review or technical and operational testing at least once every 12 months. As an alternative to a Customer-requested review, assessment, audit, or testing, PAR may arrange for a qualified and independent assessor, using an appropriate and accepted control standard or framework and assessment procedure, to conduct such review, scan, assessment, audit, or other policy review and testing of PAR's policies and technical and organizational measures to satisfy its obligations under this DPA. PAR shall provide a report of all such reviews, scans, assessments, audits, or tests to Customer upon request.

4.2 PAR grants Customer the right, upon notice, to take reasonable and appropriate steps to stop, mitigate, and remediate any and all unauthorized use of Personal Information.

4.3 Customer is responsible for providing any required privacy notice to data subjects and securing any required consent for PAR's processing of Personal Information in accordance with Customer's instructions.

4.4 Customer agrees that PAR may aggregate data and use such data for analytical purposes. In those instances, PAR will ensure that the data is effectively anonymized prior to such use and that no individual is reasonably identifiable from the data once anonymized and aggregated.

4.5 PAR shall enable Customer to comply with any consumer privacy request made pursuant to Consumer Privacy Laws.

4.6 The parties will work and communicate with each other in good faith to comply with Consumer Privacy Laws.

1. From time to time, the parties may amend this DPA to clarify the understanding of the relationship of the parties and to clarify the obligations of each party with respect to current or future privacy laws. Such modifications are effective upon signature by all parties.
2. Upon the request of a Party ("Requesting Party"), either voluntarily or upon reasonable request, the other Party ("Receiving Party") shall promptly provide to the Requesting Party relevant and accurate information to facilitate updates to the Requesting Party's privacy policy or other notice obligation under applicable Consumer Privacy Laws.

4.7 Indemnification.

1. Separate and apart from any indemnification provided for in the Agreement, each party to this Agreement (an "Indemnifying Party") will defend, indemnify and hold the other Party, its parent, subsidiaries and affiliates, and its current and former officers, directors, employees, contractors, agents and representatives (collectively, the "Indemnified Party") harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), resulting from a third party claim connected with (a) any breach by an Indemnifying Party of any commitment contained herein, (b) the failure by an Indemnifying Party or any of its agents, employees or subcontractors to perform its duties or obligations hereunder, or (c) the negligent, willful, wrongful, or illegal acts or omissions of an Indemnifying Party or any of its agents, employees or subcontractors.
2. It will be an ongoing condition of the foregoing indemnity that the Indemnified Party give the Indemnifying Party prompt written notice of any actual or threatened claim, and provide the Indemnifying Party with all reasonably accessible information regarding such claims in the Indemnified Party's possession. The Indemnified Party will promptly notify the Indemnifying Party of any claim, demand, suit or proceeding for which the Indemnifying Party has agreed to indemnify and hold the Indemnified Party harmless, and the Indemnifying Party, upon written request by the Indemnified Party, will promptly defend and continue the defense of such claim, demand, suit or proceeding at the Indemnifying Party's expense. If the Indemnifying Party fails to undertake and continue such defense, the Indemnified Party will have the right (but not the obligation) to make and continue such defense as it considers appropriate, and the expenses and costs thereof, including but not limited to attorneys' fees, out-of-pocket expenses and the costs of an appeal and bond thereof, together with the amounts of any judgment rendered against the Indemnified Party, will be paid by the Indemnifying Party. The Indemnifying Party shall not enter into any settlement of an indemnified claim for which the Indemnified Party does not receive a general release without the prior written approval of the Indemnified Party. Nothing herein will prevent the Indemnified Party from defending, if it so desires in its own discretion, any such claim, demand, suit or proceeding at its own expense through its own counsel, notwithstanding that the defense thereof may have been undertaken by the Indemnifying Party.

4.8 Limitation of Liability.

EXCEPT WITH RESPECT TO EACH PARTY'S OBLIGATIONS AS TO CONFIDENTIALITY AND INDEMNIFICATION, OR LOSSES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT:

1. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; AND
2. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE TOTAL FEES ACTUALLY PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

5. DESCRIPTION OF PROCESSING

1. Nature and Purpose of Processing. PAR processes Personal Information provided by individuals about themselves to provide psychological and career assessments used by individuals and/or their psychologists, career advisors, or similar professionals to evaluate, diagnose, or otherwise provide guidance or advice to the particular individual.
2. Type of Data Involved in Processing. This Agreement may involve the processing of the following types of Personal Information: name, demographic data, assessment responses, contact information, and medical information.

6. DISPUTES

Any disputes arising from or in connection with this DPA shall be brought as set forth in the Agreement.

MODEL CLAUSES ANNEX I

A. List of Parties

Data Exporter

Data Exporter is: Customer.

Address: See Agreement.

Contact person's name, position, and contact details:

See Agreement.

Activities relevant to the data transferred under these Clauses:

Data Exporter is a professional seeking PAR's assistance evaluating an individual for purposes of Data Exporter advising the data subject.

Data Exporter is the Controller.

Data Importer

Data Importer is: PAR.

Address: 16204 N Florida Ave, Lutz, FL 33549.

Contact person's name, position, and contact details:

Travis White, PhD, President and Chief Operating Officer

twhite@parinc.com

[1.800.331.8378](tel:18003318378)

Activities relevant to the data transferred under these Clauses:

Data Importer processes the data provided to assist Data Exporter in providing professional services to the data subject.

Data Importer is the Processor.

B. Description of Transfer

1. Categories of data subjects whose personal data is transferred: consumers.
2. Categories of personal data transferred: see Section 5.
3. Restrictions and safeguards: see full DPA.
4. Frequency of transfer: ongoing.
5. Nature and purpose of processing: see Section 5.
6. Data retention period: Length of Agreement.
7. Transfers to sub-processors: [If applicable, input subject matter, nature, and duration of processing.]

C. Competent Supervisory Authority

The competent supervisory authority for purposes of the Model Clauses is the Irish Supervisory Authority. The competent supervisory authority for purposes of the U.K. Addendum is the U.K. Information Commissioner's Office.

MODEL CLAUSES ANNEX II

Description of the technical and organizational measures implemented by the data importer(s)

PARiConnect IT Controls

PAR employs and applies a variety of information technology tools, strategies, devices, and methodologies to protect both PAR Customer data and patient/client data and item responses that are captured and stored on PARiConnect. Below is information pertaining to these various IT controls.

Hosting and Storage Controls

- Servers utilized by PARiConnect are located at a professionally managed data hosting facility located in the central southeast region of the U.S. This is the primary facility for PARiConnect servers and is connected via a dedicated circuit to a backup facility at PAR in Florida, U.S.
- The hosting facility data centers have been evaluated against ISO 27001 and have undergone a SAS 70 Type II or SSAE 16 review.
- A third party has performed penetration testing using established guidelines/methodology.
- All sites housing PARiConnect applications and data have secure firewalls and current antivirus software installed.
- A third party has performed an external vulnerability scan.
- Sensitive application data is encrypted in transit using at least HTTPS TLS 1.2.
- Sensitive application data is encrypted at rest using the encryption algorithm AES-256.
- Database tables/fields are protected using FIPS-140-compliant encryption for all tables/fields containing sensitive data.

Application Controls

- Applications log security-relevant events. Each log entry must contain, at minimum, the following: user or process ID of the user or process causing the event, failure of the attempt to access security file, date/time of the event, type of event, success or failure of the event, and seriousness of event violation.
- Application logs are retained for at least 30 days.
- The application process runs only with least privileges necessary for proper operation (for example, root or administrator privileges are used only for specifically required operations, whereas in normal mode the application runs as a user without administrative privileges).
- A disaster recovery and backup/restore plan are in place. If applicable, data are destroyed using a NIST 800-88 compliant method.
- PAR has a Secure Software Development Life Cycle (SSDLC) in place that includes peer code review and developer security training, and a code promotion/release management strategy is in place.
- PAR does NOT store assessment scores and/or results—only item responses are stored, and such item responses are stored separately from the patient/client personal data and
- Separately from the assessment items. This data, along with many other elements including personal data and demographics, are encrypted.

General Security Controls

- PARiConnect has a team designated with overall responsibility for the application, its controls, design, security, etc.
- PAR regularly monitors vulnerabilities in underlying products (e.g., Microsoft, Linux, databases) and patches all critical vulnerabilities within 30 days, unless overridden by Senior Leadership which is documented as an exception (example: patching would break application until the patch vendor or internal staff resolve the issues causing the failure).
- PAR and its hosting vendor maintain and monitor security appliances such as intrusion protection systems (IPS) to detect abnormal system, malware, and user behavior.
- No vendor has access to PARiConnect data and/or applications.
- All PAR employees are subject to pre-employment background checks.
- All PAR employees must complete annual security awareness training with testing. A record of each employee's compliance status is retained.
- Passwords are accessible only to select IT employees and require oversight by the Chief Technology Officer.
- Payment information related to purchases by PAR Customers is NOT maintained or stored on PARiConnect.

Disaster Recovery/Business Continuity Strategy (DR/BC)

- PAR employs an active/passive strategy with respect to DR/BC. The primary PARiConnect production servers act as the active installation, with real-time replication occurring to a fail-over (passive) server structure that remains ready and available to take over processing. Fail-over for Customer-facing systems is generally accomplished in approximately two minutes or less.
- PAR effectively creates backups in real time. Additionally, further backups are retained at a secure third-party location, as well as on-site for at least 30 days to facilitate any unlikely, but potential, need to restore data from a prior date(s).
- PAR retains electronic logs regarding the digital backup process, as well as logs regarding off-site storage.

MODEL CLAUSES ANNEX III

Approved list of sub-processors

Infrastructure Sub-Processors

Sub-Processor	Location	Purpose/Services	Website
Flexential	United States	Data center services	https://www.flexential.com/
Microsoft Azure	United States	Cloud Hosting	https://azure.microsoft.com/

General Sub-Processors

Sub-Processor	Location	Purpose/Services	Website
Microsoft	United States	Business administration, delivery, support, and related services	https://www.microsoft.com/
Microsoft D365	United States	Cloud based accounting and customer support services	https://dynamics.microsoft.com
Broadcast Med	United States	Provider of training videos	https://broadcastmed.com
SK Global	United States	Payment Processing	https://www.sksoft.com/
Pay Fabric	United States	Payment Gateway	https://www.payfabric.com/
EVO	United States	Payment Processor	https://www.nodus.com/
Avalara	United States	Tax solutions	https://www.avalara.com/
Pacejet	United States	Shipping Software solutions	https://www.pacejet.com/
CIO Tech	United States	IT Support services	https://www.ciotech.us/
Quintipia	United States	IT Support services	https://www.quintipia.com/

Aquasure	United States	IT Support services	https://www.aquasure.com/
Hubspot	United States	Marketing Email services	https://www.hubspot.com/
Google Analytics	United States	Analytics	https://analytics.google.com/
Altaro	United States	Cloud based backup solutions	https://www.altaro.com/

MODEL CLAUSES ANNEX IV

Table 1:Parties

Start date	Date of the Agreement	
The Parties	Exporter (Customer)	Importer (PAR)
Parties' details	Full legal name: See Agreement	Full legal name: See Agreement
	Trading name (if different): N/A	Trading name (if different): N/A
	Main address (if a company registered address): See Agreement	Main address (if a company registered address): See Agreement
	Official registration number (if any) (company number or similar identifier): See Agreement (if applicable)	Official registration number (if any) (company number or similar identifier): See Agreement (if applicable)
Key Contact	Full Name (optional): See Agreement	Full Name (optional): See Agreement
	Job Title: See Agreement	Job Title: See Agreement
	Contact details including email: See Agreement	Contact details including email: See Agreement

Table 2:Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		☐ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or ☒ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2	X	No	No	General Authorisation	5 business days	No
3						
4						

Table 3:Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: See Annex I

Annex 1B: Description of Transfer: See Annex I

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data

Annex III: List of Subprocessors (Modules 2 and 3 only)

Table 4:Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☐ Importer
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- Exporter
- neither Party



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