



Expert Genie Pro - Early Adopter Programme – Privacy Policy

Version: 1.0

Last Updated: 10th August 2026

1. Who we are

Expert Genie Pro is a trading style of Fortythree Tech Limited, a company registered in England and Wales (Company No. 16700723), whose registered office is at The Rickyard, Gawsorth Business Court, Shellow Lane, North Rode, Congleton, United Kingdom, CW12 2FQ.

We are the data controller for the personal data described in this policy. We are registered with the Information Commissioner's Office under registration number ZC005310.

Our privacy contact is Support@ExpertGeniePro.co.uk. Please send all privacy queries and rights requests there.

2. What this policy covers

This policy explains how we collect and use personal data in connection with the Expert Genie Pro Early Adopter Programme (the "EAP") - a free programme in which selected expert witnesses test pre-release software and give us feedback.

It applies to the EAP only. Our website privacy policy at www.expertgeniepro.co.uk covers your use of that website, including any enquiry, early access registration or marketing sign-up you made before joining the EAP. This policy applies from the earlier of the moment your details are given to us so that a login can be created for you, and the moment that login is created. Up to that point, the website policy applies. Where the two differ in relation to the EAP, this policy applies. A separate privacy policy will apply to the commercial version of the software.

This policy is transparency information provided under data protection law. It does not form part of our Terms of Service, and confirming that you have read it does not amount to consent to any processing. Where we need your consent for something specific, we will ask you separately.

3. Important: no real matter data

The software has not yet completed full security and penetration testing. You must not enter any real client, case or matter information into it, and you must not enter any personal data about any third party. This is set out in full in clause 8 of the Terms of Service.

In practice it means: use only the sample data we provide, or fictitious data you create yourself; do not upload real reports, records, correspondence, images or documents; do not enter real names, contact details, medical information or case details relating to any other person. Removing names or other identifiers from real material does not make it acceptable - anonymised real case material is still prohibited.

If real matter data is entered into the software, please tell us immediately at Support@ExpertGeniePro.co.uk. We may restrict access to it, quarantine it, or delete it. Where an incident needs to be investigated or reported, we may first preserve the minimum information necessary to establish what happened, who may be affected and whether a report is required.

We have not been appointed to process real matter data on anyone's behalf and no data processing agreement applies to it. That does not remove either party's own obligations under data protection law - each of us remains responsible for our own compliance.

4. Personal data we collect

Category	What it includes	Where it comes from
Account data	Your name, your business email address, your mobile telephone number, the legal name and legal form of the business you	You, at registration; or, if your organisation's administrator added you as a user, from them

Category	What it includes	Where it comes from
	are taking part on behalf of, and - if you choose to give it - your professional discipline	
Authentication data	Your password, which is stored only as a salted cryptographic hash and is never visible to us in readable form; the one-time passcodes we email you at login; login timestamps; and, if you choose to turn on app-based authentication, the setup key and any recovery codes for it	You and our systems
Consent and acknowledgement records	Records of the participating business's acceptance of the Terms of Service, acknowledgement that this policy was provided, and any separate consents given or withdrawn, including version, date and time	Our systems
Usage data	Pages and features accessed, actions taken, session duration, frequency of use, errors encountered	Our systems
Technical data	IP address, browser type and version, device type, operating system, time zone	Your device
Content you create	Test data and content entered into the software during the EAP	You
Feedback	Bug reports, feature requests, survey and questionnaire responses, ratings, written comments	You
Call recordings and transcripts	Audio, video and written transcripts of feedback calls, interviews, demonstrations and workshops, including your voice, image and what you say	Microsoft Teams
Support and correspondence	Emails and messages between you and us, including support tickets	You and us
Community posts	Anything you post in a shared or community area of our support system, which other participants can see	You
Discount Code data	Whether a code was issued, the code itself, and whether and when it was redeemed	Our systems

What you have to provide. Your name, business email address and mobile telephone number are required to set up your access, along with details of the business you are taking part on behalf of. We use your email address to verify your identity when you log in. We ask for a mobile number so that we can reach you urgently about your account or a security issue, and - unless you tell us otherwise - about the programme generally. If this information is not provided we cannot give you access to the EAP. Everything else - your professional discipline,

your feedback, whether you take part in calls - is voluntary, and not providing it has no consequence other than that we may not be able to include your input in the programme.

We do not deliberately collect any special category personal data about you, and you should not send us any.

5. Why we use your personal data, and our lawful basis

Purpose	Lawful basis
Creating and administering the account of a sole trader contracting personally	Performance of a contract
Creating and administering a login for any other individual using the software for a participating business - whether that business is a limited company or a sole trader	Legitimate interests - providing and securing the EAP for the participating business
Using your professional discipline, where you give it, to understand your feedback in context and to decide which features are relevant to you	Legitimate interests - interpreting feedback accurately. Providing it is optional
Verifying your identity when you log in, by emailing you a one-time passcode and, if you turn it on, through an authenticator app	Legitimate interests - keeping accounts and our systems secure. Article 32 UK GDPR requires us to have appropriate security measures
Providing access to the software during the EAP	Performance of a contract for the sole trader who contracts with us personally; legitimate interests for every other user
Sending essential service messages - one-time passcodes, password resets, security alerts, changes to our terms, and notice that the EAP is closing	Performance of a contract, or legitimate interests - operating the account safely
Contacting you to administer the EAP and to discuss the software and your feedback, by email, telephone, SMS, in-app message, support ticket or video call	Legitimate interests - running the programme and developing the software. You may object at any time
Sending surveys, questionnaires and testing invitations	Legitimate interests - product development. You may object at any time
Recording and transcribing feedback calls	Consent - we ask at the start of each call and will take written notes instead if you prefer
Analysing usage to understand how the software performs and how it is used	Legitimate interests - improving and developing our product
Hosting shared or community areas of our support system, where participants can see each other's posts	Legitimate interests - running a collaborative programme. What you post there is visible to other participants
Collecting, reviewing and acting on feedback	Legitimate interests - product development
Publishing anonymised feedback as testimonials or in marketing materials	Legitimate interests - promoting our business
Publishing feedback attributed to you, or from which you are reasonably identifiable - by name, firm, image, voice, quotation or context	Consent - we will ask separately. You may refuse, or later ask us to update or remove what we have published, by emailing Support@ExpertGeniePro.co.uk

Purpose	Lawful basis
Monitoring for security threats, misuse and prohibited real matter data	Legitimate interests - protecting our systems, our users and third parties
Assessing whether to issue a Discount Code, and issuing and administering it	Legitimate interests - administering the programme
Keeping records of the participating business's acceptance of our Terms	Legitimate interests - evidencing the agreement and defending legal claims
Keeping records of consents given and withdrawn	Legal obligation - accountability under Article 5(2) UK GDPR
Sending you marketing about the commercial version	Consent - we ask you separately during the programme, and you may opt out at any time
Establishing, exercising or defending legal claims	Legitimate interests - protecting our legal position

Where we rely on legitimate interests, we have considered whether those interests are overridden by your rights and freedoms and concluded that they are not. You may object to this processing at any time - see section 11.

Where we rely on consent, you may withdraw it at any time by emailing Support@ExpertGeniePro.co.uk. Withdrawing consent does not affect processing carried out before withdrawal, and withdrawing consent to call recording will not affect your participation in the EAP or your eligibility for a Discount Code.

6. Contacting you

Programme contact

We will contact you during the EAP to administer the programme and to discuss the software and your feedback. We may do so by email, telephone (including your mobile), SMS, in-app message, support ticket or video call.

You can change your contact preferences or object at any time by emailing Support@ExpertGeniePro.co.uk. Objecting to a particular channel - asking us not to telephone you, for example - will not affect your participation or your eligibility for a Discount Code. If you ask us to stop contacting you about the EAP altogether, we will treat that as withdrawal - yours alone if you are asking for yourself, or your organisation's if the request comes from someone with authority to act for it. We cannot run a feedback programme with someone we are not able to reach.

Essential service messages

While your login is open we will still send messages necessary to operate it - one-time passcodes, password resets, security alerts, notice of changes to our terms, and notice that the EAP is closing. You cannot opt out of these while your login remains open, because we cannot run it safely without them.

Marketing

We will send you marketing about the commercial version of Expert Genie Pro, your Discount Code and related offers only if you have separately opted in. We will ask you during the programme, and it will be a clear, separate choice. You can opt out at any time using the unsubscribe link in any email or by emailing Support@ExpertGeniePro.co.uk.

We will not send you marketing by SMS and will not make marketing telephone calls to you. Your mobile number is used only to contact you about the EAP and, where necessary, about urgent account or security matters. Urgent security contact may still be made even if you have asked us not to telephone you about the programme.

7. Who we share your personal data with

We do not sell your personal data. Service providers (processors) acting on our instructions:

Provider	What they do	Where data is held
Microsoft (Azure)	Cloud hosting of the software and its databases, plus platform security and logging	United Kingdom
Microsoft (365 Business Premium, including Teams, Exchange, SharePoint and OneDrive)	Business email, document storage, feedback calls, call recording and transcription	United Kingdom / European Union, per Microsoft's data residency commitments
Twilio SendGrid	Sending our emails, including the one-time passcodes used to verify your identity at login	United States and European Union

Other EAP participants, where you post in a shared or community area of our support system. Only authenticated participants can see those areas.

Others, where necessary: our professional advisers (lawyers, accountants, insurers), under a duty of confidentiality; law enforcement, regulators or courts where we are required to disclose by law; and a purchaser or successor if our business is sold, merged or reorganised.

We put written contracts in place with our processors requiring them to keep personal data secure and to use it only for the purposes we specify.

8. International transfers

The software and its data are hosted on Microsoft Azure in the United Kingdom, and we configure UK or European data residency wherever our suppliers support it. Some processing, routing or support may nonetheless take place outside the UK - in particular email delivery, which includes the one-time passcodes used to verify your identity at login.

Where personal data is transferred outside the UK we rely on one or more of: a UK adequacy regulation; the UK Extension to the EU–US Data Privacy Framework, where the recipient is certified; or the UK International Data Transfer Agreement or the International Data Transfer Addendum to the EU Standard Contractual Clauses.

Twilio SendGrid uses US and EU infrastructure. Twilio's Data Protection Addendum applies the Data Privacy Framework where applicable, with the standard contractual mechanisms as fallbacks.

You can request further information about these safeguards by emailing Support@ExpertGeniePro.co.uk

9. How long we keep your personal data

Every account and every login is deleted when the EAP ends. How that works depends on whether it is you leaving, or your whole organisation.

If you leave but your organisation carries on. We close your login and delete your credentials, authentication data and personal profile details within 30 days, subject to the retained categories below. Content held on your organisation's account stays there, available to your organisation and its remaining users, until the organisation's participation ends.

When your organisation's participation ends - because the EAP has closed, the organisation has withdrawn, or its participation has been terminated - we delete the account, every login on it, and all content, including test data and anything created in the software, from our production systems within 30 days. Except for the minimum incident evidence described in section 3 and the retained categories below, nothing is kept.

Residual copies may persist briefly in disaster-recovery and supplier backup systems; those are isolated from ordinary use and are deleted or overwritten in line with our documented backup cycle, currently 30 days, and our suppliers' published retention periods. In practice this means the account and its content will normally have gone from our production systems and our own backups within 60 days of the organisation's participation ending, apart from the categories listed below.

There is no self-service export function in the software, so you will not be able to download what you create. This does not affect your statutory rights of access and portability - see section 11.

If you go on to subscribe after commercial launch, you will need to create a new account. Nothing carries over.

We retain the following:

What we keep	How long
Identifiable feedback	24 months after your own participation ends, then deleted or irreversibly anonymised
Community posts	The visible post is deleted when the support system closes at the end of the EAP. Where a post contains a bug report or suggestion, we may copy it into a separate feedback record, which is then kept for the feedback period above
Anonymised and aggregated feedback, insights and usage analytics (no longer personal data)	Indefinitely
Call recordings and transcripts	24 months from the date of the call
Your name, email address and Discount Code eligibility record, so we can tell you that you have qualified, issue your Code at commercial launch, and respond to requests about it. We use these details for proactive commercial-launch or Discount Code marketing only while you have given us valid email marketing consent	Until 3 months after commercial launch, when the Code expires. If launch is significantly delayed we will review whether continued retention is still justified
Records of Discount Codes that were redeemed	6 years after the end of the relevant financial year, for accounting purposes
Records of Discount Codes that expired unredeemed	12 months after expiry
Records of the participating business's acceptance of our Terms, and of consents given or withdrawn	6 years, to evidence the agreement and demonstrate compliance
A minimal suppression record, so we can honour an objection or opt-out	For as long as necessary to honour it
Correspondence relating to a dispute or claim	Until the relevant limitation period expires

10. How we keep your personal data secure

We use technical and organisational measures appropriate to the nature of the EAP, including encryption in transit and at rest, a one-time passcode emailed to you at each login, role-based access controls, and hosting on Microsoft Azure in the UK.

Once your login exists you can also turn on app-based authentication using an authenticator app such as Microsoft Authenticator. This is optional and we recommend it. If you use it, the authentication codes are generated locally on your device and we do not send those codes to the app's publisher. Your chosen authenticator app, and any backup or synchronisation features you switch on within it, are governed by that provider's own terms and privacy information.

We want to be clear with you: the software is pre-release and has not yet completed full security and penetration testing. That testing will be completed before commercial launch. This is precisely why real matter data is prohibited during the EAP, and why we ask you to use test data only.

If a personal data breach is likely to result in a risk to your rights and freedoms, we will report it to the ICO without undue delay and, where feasible, within 72 hours after becoming aware of it. Where the breach is likely to result in a high risk, we will also notify affected individuals without undue delay.

Beyond that legal minimum, where we confirm a security incident that has materially affected the confidentiality, integrity or availability of your data, we will tell you within 72 hours of confirming it, whether or not it meets the threshold for reporting to the ICO. Given that the software is pre-release, we think you are entitled to know.

11. Your rights

Under UK data protection law you have the right to:

- be informed about how we use your personal data - this policy;
- access a copy of the personal data we hold about you;
- rectify inaccurate or incomplete personal data;
- erase your personal data, in certain circumstances;
- restrict our processing, in certain circumstances;
- data portability - receive certain data in a structured, commonly used, machine-readable format;
- object to processing based on legitimate interests, and to direct marketing at any time; and
- withdraw consent where we rely on it, at any time.

To exercise any of these rights, email Support@ExpertGeniePro.co.uk. We will respond within one month. We may ask you to verify your identity. There is normally no charge.

Making a complaint to us. If you think we have handled your personal data wrongly, you can complain to us directly. Email Support@ExpertGeniePro.co.uk or tell us by any other means - we will treat it as a complaint however it reaches us. We will acknowledge it within 30 days, investigate it without undue delay, keep you informed where appropriate, and tell you the outcome.

Complaining to the ICO. You can also complain to the Information Commissioner's Office at any time. You do not have to complain to us first. Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

Helpline: 0303 123 1113

Website: ico.org.uk

12. Cookies and similar technologies

Strictly necessary cookies. These are required for the software to work. They do not require your consent and cannot be switched off. All are set by us on our own domain - none is a third-party cookie.

Cookie	Purpose	Expires
.AspNetCore.Antiforgery.*	Protects against cross-site request forgery attacks	End of session
.AspNetCore.Identity.Application	Keeps you signed in after you log in and enter your one-time passcode	End of session
.AspNetCore.Session	Maintains your session as you move between pages	End of session

These are the only cookies we set. We do not use any preference, analytics, advertising or tracking cookies, and we do not use session recording or heatmap tools. There is no third-party analytics service running in the software, and there is nothing here that requires a cookie banner or a consent choice.

We do measure how the software is used - which pages and features are opened, how long sessions last, and where errors occur - but we do so from our own server records rather than by placing anything on your device. That information is described in section 4 as usage data. Managing cookies. You can block or delete cookies through your browser settings. If you block strictly necessary cookies you will not be able to log in.

13. Automated decision-making and AI

The Expert Genie Pro software does not use any third-party artificial intelligence models, and the content you enter into it is not used to train any third-party AI model.

If we introduce any AI-driven feature during the EAP, we will tell you and update this policy before it goes live, so you can decide whether to keep taking part.

We do not carry out automated decision-making that produces legal effects concerning you or similarly significantly affects you. Decisions about whether to issue a Discount Code are made by a person, not automatically.

14. Children

The EAP is for professional expert witnesses only and is not intended for anyone under 18. We do not knowingly collect personal data from children.

15. Changes to this policy

We may update this policy from time to time. If we make a material change we will notify you by email. The version number and publication date at the top will always tell you which version applies.

16. Contact us

Email: Support@ExpertGeniePro.co.uk

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