

Expert Genie Pro - Early Adopter Programme - Terms of Service

Version: 1.0

Last Updated: 10th August 2026

These Terms take effect between you and us on the date you accept them during account creation.

1. Introduction

- 1.1 These Terms of Service ("**Terms**") govern participation in the Expert Genie Pro Early Adopter Programme (the "**EAP**") and use of the Expert Genie Pro software (the "**Software**") during the EAP.
- 1.2 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, Gawsworth Business Court, Shellow Lane, North Rode, Congleton, United Kingdom, CW12 2FQ ("**we**", "**us**", "**our**").
- 1.3 These Terms are between us and the **Participant** only. The person who accepts them does so on behalf of the Participant and warrants that they have authority to bind it. **Authorised Users are not parties to these Terms and incur no contractual liability under them.**
- 1.4 The Participant is responsible for the acts and omissions of each Authorised User as if they were its own, and must ensure that each of them complies with these Terms, in particular clauses 4, 7, 8 and 11.
- 1.5 Clauses 15 and 16 apply between us and the Participant in relation to all access to and use of the Software by the Participant and by every Authorised User.
- 1.6 By ticking the boxes presented at registration you confirm that the information you have given us is true and accurate, that you have read and understood these Terms and agree to them, and that you have read and understood our Privacy Policy. You agree to these Terms on behalf of the Participant, as set out in clause 1.3.
- 1.7 These Terms take effect between us on the date and time they are accepted. We record the version accepted, together with the date and time of acceptance.
- 1.8 These Terms apply only to the EAP. A separate and updated set of terms will apply to the commercial version of the Software. You will be required to review and accept those terms if you choose to subscribe following commercial launch.
- 1.9 Our **Privacy Policy** explains how we handle personal data during the EAP. It is transparency information provided under data protection law. It does **not** form part of these Terms, and confirming that you have read and understood it does not amount to consent to any processing, except where we ask you separately for a specific consent.

2. Definitions

In these Terms:

"Account" means the Participant's account on the Software. Each Participant has **one** Account, which may have more than one Authorised User.

"Administrator" means the first Authorised User created on the Account or any replacement appointed under clause 4.5.3. The Administrator may add and remove other Authorised Users and is our point of contact for the Participant.

"Authorised User" means an individual with a personal login to the Participant's Account, being either the Administrator or a person the Administrator has added under clause 4.5.

"Confidential Information" has the meaning given in clause 11.

"Discount Code" means the promotional code described in clause 14.

"EAP Period" means, in relation to a Participant, the period from the date its Account is created until the earliest of: (a) closure of the EAP under clause 5; (b) the Participant's withdrawal under clause 9.14; and (c) termination of the Participant's participation under clause 18.

"User Access Period" means, in relation to an Authorised User, the period from the date their login is created until the earliest of: (a) the end of the Participant's EAP Period; (b) that individual withdrawing under clause 9.14; (c) the Administrator removing them; and (d) our permanent removal of their login under clause 18. A temporary suspension does not end a User Access Period.

"Feedback" means any comment, suggestion, observation, bug report, feature request, survey response, rating, recording, transcript or other information provided to us about the Software or the EAP.

"Participant" means the sole trader or limited company on whose behalf these Terms are accepted.

"Real Matter Data" has the meaning given in clause 8.

"**Test Data**" means fictitious or sample data that does not relate to, correspond to, or derive from any real person, case, instruction, matter or dispute, and is not derived from Real Matter Data.

"**you**" and "**your**" means the Participant and, where the context requires, the Authorised User.

3. Eligibility and business use

3.1 We control who takes part in the EAP and how many participants there are. Before an Account is created, we may decline an application or withdraw an offered place at our discretion. Once an Account has been created, suspension and termination are governed by clause 18.

3.2 You represent and warrant that you are entering into these Terms **in the course of your business or profession** and not as a consumer. The Software is provided solely for business use.

3.3 You acknowledge and agree that, because you are contracting as a business:

(a) the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and other consumer protection legislation do not apply to these Terms; and

(b) you have no statutory right of cancellation or "cooling off" period.

3.4 If you are accepting these Terms on behalf of a limited company, you confirm that you have authority to bind it, and references to the Participant mean that company.

3.5 The EAP is open to participants based in the **United Kingdom** only. You must not access or use the Software from outside the United Kingdom without our prior written consent.

3.6 The Authorised User must be at least 18 years old.

3.7 Competitor disclosure. You warrant that, to your actual knowledge as at the date you accept these Terms, neither the Participant nor the Authorised User:

(a) develops, markets, sells or distributes any software, platform or service that directly competes with the Software;

(b) is employed or engaged by, or acts as a director, partner, member, consultant or adviser to, any person or entity described in clause 3.7(a); or

(c) is taking part in the EAP for, on behalf of, or at the request of any such person or entity.

3.8 If any of the matters in clause 3.7 changes during the EAP Period, you must notify us in writing at Support@ExpertGeniePro.co.uk **within ten (10) business days** of becoming aware of it.

3.9 We rely on clauses 3.7 and 3.8 in deciding whether to admit you to, and retain you in, the EAP. If either is breached, we may terminate participation immediately under clause 18 and cancel or withhold any Discount Code.

4. Accounts and access

4.1 To take part in the EAP an Account must be created. You must provide the information we ask for at registration. This will include the Authorised User's name, a genuine and monitored business email address (used to verify identity at login), a genuine mobile telephone number, and the **legal name and legal form of the Participant** — that is, whether it is a sole trader or a limited company, and the name under which it is legally constituted rather than only a trading name.

4.2 You warrant that the information you give us at registration and afterwards is **true, accurate and complete**, including the identity of the Participant and the Authorised User's authority to act for it. You must keep it up to date, and tell us promptly if it changes. We may ask for further information to confirm the identity of the Participant, and may suspend access until it is provided.

4.3 You must not create an Account using a false, temporary, disposable or shared email address or telephone number.

4.4 Logins are personal to each Authorised User. Login credentials, one-time passcodes, authenticator app setup keys and recovery codes must not be shared with any other person, whether inside or outside your organisation. Each individual who needs access requires their own login.

4.5 Additional Authorised Users. The first Authorised User created on the Account is the **Administrator**. The Administrator may add further individuals as Authorised Users by giving us their details. Before doing so, the Participant must tell that person that their details are being provided to us, and make our Privacy Policy available to them. Each additional Authorised User is covered by the Participant's acceptance of these Terms under clause 1.3, and no separate acceptance is required from them. Before giving anyone access, the Participant must:

(a) make these Terms and our Privacy Policy available to them and ensure they understand the obligations in clauses 4, 7, 8 and 11;

(b) ensure that the individual is bound to the Participant by confidentiality obligations which protect our Confidential Information, are no less protective than clause 11, and continue for at least the period in clause 11.7. Those obligations may sit in an employment contract, a consultancy agreement or a separate undertaking given to the Participant; and

(c) confirm that, at the time access is to be given, none of the matters in clauses 3.7(a) to 3.7(c) applies to that individual. Where any of them would apply, the Participant must tell us and obtain our written approval before giving them access.

4.5.1 References to "the Authorised User" apply to each Authorised User.

4.5.2 Removing an Authorised User closes only that individual's login. The Participant's Account continues, its content is unaffected, other Authorised Users are unaffected, its EAP Period does not end, and its eligibility for a Discount Code is not affected. The Administrator may add a replacement.

4.5.3 Replacing the Administrator. If the Administrator withdraws, leaves the Participant's organisation, is removed, or is otherwise unavailable, the Participant may nominate a replacement by writing to Support@ExpertGeniePro.co.uk from a person whose authority we can reasonably verify. We may ask for evidence of that authority before acting. On appointment the replacement becomes the Administrator for all purposes under these Terms.

4.5.4 Being the Administrator does not by itself give a person authority to bind the Participant. An Administrator may accept or decline revised Terms on the Participant's behalf only where the Participant appointed them with that authority, or where they confirm at the time of accepting that they have it.

4.6 The Participant is responsible for all activity on its Account, and must ensure that each of its Authorised Users complies with these Terms.

4.7 Nothing in these Terms requires any Authorised User to perform services, undertake any minimum amount of activity, or provide any minimum amount of Feedback.

4.8 You must notify us immediately at Support@ExpertGeniePro.co.uk if you believe an Account has been accessed without authorisation.

5. Duration of the EAP

5.1 The EAP has no fixed end date. It will continue until we announce its closure.

5.2 We may close the EAP at any time by giving notice by email to the Administrator's registered email address. We will aim to give reasonable notice but are not obliged to give any minimum period of notice.

5.3 We may extend, shorten, pause, restructure or re-scope the EAP at any time at our discretion.

5.4 On closure of the EAP, the right to access and use the Software ends immediately and clause 13 applies.

6. Licence to use the Software

6.1 Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Software during the EAP Period for the sole purpose of evaluating it and providing Feedback.

6.2 All intellectual property rights in the Software, and in any documentation, designs, branding or materials we provide, remain owned by us or our licensors. Nothing in these Terms transfers any such rights to you.

6.3 Your content. You grant us a non-exclusive, royalty-free licence, from the time the relevant content is created until it is deleted in accordance with clause 8.5 or clause 13, to host, store, reproduce, transmit, display and otherwise process your Test Data and any content you create in the Software, and to permit our contracted service providers to do those things on our behalf, solely in order to operate, secure, support and evaluate the EAP. You retain ownership of that content.

6.4 The licence granted in clause 6.1 terminates automatically at the end of the EAP Period.

6.5 Usage data. We may collect technical logs and information about how the Software is used, and may use that information for our lawful business purposes, including improving the Software and reporting on usage trends. We will not publicly identify you as the source of it.

6.6 Rights in content and Feedback. The Participant warrants that it has obtained from each Authorised User all rights, consents and permissions necessary for it to grant the licences in clauses 6.3 and 10.1, and to permit us to use content and Feedback as those clauses describe. Where clause 10.4 applies, this includes obtaining from the relevant Authorised User any waiver of moral rights, in writing and signed by that individual, needed to give effect to it.

7. Acceptable use

7.1 You must not:

- (a) use the Software for any unlawful, fraudulent or harmful purpose;
- (b) use the Software to provide services to your own clients or in connection with any live instruction, case, report or engagement;
- (c) copy, modify, adapt, translate, reverse engineer, decompile or disassemble the Software, except to the extent permitted by law;
- (d) attempt to gain unauthorised access to the Software, our systems, or any other user's Account or data;
- (e) conduct any penetration test, vulnerability scan, load test, denial of service test or other security testing against the Software without our prior written consent;

- (f) upload or introduce any virus, malware, worm or other harmful code;
- (g) use any automated means to access, scrape or extract data from the Software;
- (h) resell, sublicense, rent, lease or otherwise make the Software available to any third party; or
- (i) use the Software to build, train or benchmark a competing product or service.

7.2 We may monitor use of the Software for security, stability, support and product development purposes.

7.3 Responsible disclosure. If you become aware of a suspected security vulnerability, or of Real Matter Data that has been entered into the Software by anyone, please report it immediately to Support@ExpertGeniePro.co.uk. Please do not exploit the vulnerability, test its extent, or access any other user's data. We welcome such reports and will not treat a good-faith report as a breach of clause 7.1(e).

7.4 Community areas. Parts of our support system may allow you to post questions, comments or bug reports that other EAP participants can see. Anything you post in a community area can be read, copied and used by anyone else with access to it. Do not post anything confidential to you or your practice, and do not post Real Matter Data. Clause 8 applies to community areas in full. By posting in a community area you authorise us to display that post to other EAP participants, and doing so is not a breach of clause 11. That permission covers only what you have chosen to post. You may ask us to remove something you have posted, and we will do so where we reasonably can, although we cannot recall what others have already seen.

8. No Real Matter Data — important restriction

8.1 The Software has **not yet undergone full security and penetration testing**. It is not suitable for, and must not be used to process, real or live information.

8.2 You must not upload, enter, paste, transmit or otherwise introduce into the Software any **Real Matter Data**, which means:

- (a) any information relating to a real, live, historic or prospective case, instruction, matter or dispute;
- (b) any personal data relating to any third party, including clients, instructing solicitors, opposing parties, witnesses, examinees or claimants;
- (c) any information that is subject to legal professional privilege, litigation privilege, a duty of confidence, a court order, an undertaking or a non-disclosure agreement;
- (d) any special category personal data as defined in the UK GDPR, including medical records, health information, or data revealing racial or ethnic origin, religious beliefs, sex life or sexual orientation;
- (e) any criminal offence data;
- (f) any financial account details, payment card details, credentials or identification documents; and
- (g) any other information that is confidential, sensitive or capable of identifying a living individual, other than your own contact details.

8.3 You must use only **Test Data**. You may use sample data supplied by us, or fictitious data you create yourself, provided it does not relate to, correspond to, or derive from any real person, case, instruction, matter or dispute. **Removing names or other identifiers from real material does not make it Test Data.**

8.4 You warrant that you will comply with clause 8.2 at all times, and that you have satisfied yourself that this restriction is compatible with your professional, regulatory and contractual obligations.

8.5 If Real Matter Data is introduced. You must tell us immediately at Support@ExpertGeniePro.co.uk and give us reasonable assistance in containing the incident. We may restrict access to, quarantine, or delete the data. Where an incident needs to be investigated or reported, we may first preserve the minimum information reasonably necessary to establish what happened, who may be affected and whether a report is required, before deleting it. We may also suspend or terminate participation in the EAP.

8.6 Responsibility. Nothing in these Terms alters, transfers or limits any responsibility imposed on either party by data protection law. Each party remains responsible for its own compliance. We have not been appointed to process Real Matter Data on your behalf, do not agree to receive it, and no data processing agreement applies to it. Where you introduce such data in breach of clause 8.2, you are responsible for your own compliance in respect of it, including any notification you are required to make to a data subject, regulator, client, instructing party or professional indemnity insurer.

9. Your participation

Voluntary participation

9.1 Participation in the EAP is entirely **voluntary**.

9.2 You will receive **no payment of any kind** for participating. There is no fee, salary, wage, hourly rate, day rate, expenses allowance or other remuneration, whether for time spent using the Software, attending calls, or providing Feedback.

9.3 Nothing in these Terms creates, and nothing in the operation of the EAP shall be construed as creating:

- (a) a contract of employment, a worker's contract, an apprenticeship or an agency worker relationship;

- (b) any entitlement to the national minimum wage or national living wage, holiday pay, sick pay, pension contributions, notice, redundancy pay or any other statutory employment right; or
- (c) any obligation on us to offer you work, or on you to accept it.

9.4 There is **no mutuality of obligation** between us. You are under **no legal obligation to take part in the EAP**, or to undertake any minimum amount of activity, even after accepting these Terms. You are not required to accept any invitation, complete any task, attend any call, meet any deadline or provide any minimum amount of Feedback. You decide whether, when, how often and to what extent you participate, and you may stop at any time.

9.5 The Participant and the Authorised User act independently of us and are not under our direction, control or supervision. The Participant remains responsible for its relationship with its Authorised User, including any tax, payroll or employment obligations arising from that relationship.

9.6 Not participating is **not a breach of these Terms**. The only consequence is that you may not qualify for the Discount Code described in clause 14.

What we ask of you

9.7 The EAP is a collaborative programme. We hope that you will **engage with the EAP and give us useful Feedback** about the Software and its features. This is an invitation, not an obligation.

9.8 Useful Feedback includes, but is not limited to:

- (a) using the Software on a reasonably regular basis;
- (b) testing features and workflows we invite you to test;
- (c) reporting bugs, errors, defects and unexpected behaviour;
- (d) commenting on usability, navigation, layout, terminology and workflow;
- (e) suggesting improvements, missing features and enhancements;
- (f) commenting on how the Software fits, or does not fit, your working practices as an expert witness;
- (g) responding to surveys, questionnaires and requests for information; and
- (h) taking part in feedback calls, interviews, demonstrations and workshops.

9.9 We are not obliged to act on, implement or respond to any Feedback.

Contacting you

9.10 We will contact you during the EAP Period to administer the programme and to discuss the Software and your Feedback. We may do so by email, telephone (using your own registered mobile number, or the Administrator's for matters concerning the Participant as a whole), SMS, in-app message, support ticket and video call. We do this because it is necessary to run the EAP and because we have a legitimate interest in developing the Software, as explained in our Privacy Policy.

9.11 You may change your contact preferences or object at any time by emailing Support@ExpertGeniePro.co.uk. Objecting to a particular channel — for example, asking us not to telephone you — will not end your participation and will not affect your eligibility for a Discount Code.

9.12 If you ask us to stop contacting you about the EAP altogether, we will treat that as withdrawal under clause 9.14 — as an **individual Authorised User** withdrawing if the request comes from that person for themselves, or as the **Participant** withdrawing if it comes from the Administrator or another person with authority to act for the Participant. We cannot run a feedback programme with someone we are not able to contact.

9.13 While your login remains open we will continue to send **essential service messages** — one-time passcodes, password resets, security alerts, notice of changes to these Terms, and notice that the EAP is closing. These are necessary to operate your login safely and cannot be switched off while it remains open.

9.14 You may withdraw from the EAP at any time by notifying us at Support@ExpertGeniePro.co.uk.

- (a) If an **Authorised User** withdraws, that individual's User Access Period ends and clause 13.1A applies to their login.
- (b) If the **Participant** withdraws, its EAP Period ends, the Account and every associated login close, and clause 13 applies in full.

10. Feedback and recordings

10.1 Ownership. You retain ownership of your Feedback. You grant us a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use, copy, adapt, publish and incorporate the Feedback for the purposes of developing, operating, supporting and promoting the Software, without any obligation of attribution or payment. The licence **does not apply** to your pre-existing materials, Confidential Information or professional methodologies merely because they are included in or accompany Feedback. Where such material

is inseparable from the Feedback, you grant us only the limited licence reasonably necessary to evaluate and implement that Feedback. You confirm that you have authority to grant this licence.

10.2 Use of Feedback. We may use Feedback to develop, improve, market and promote the Software, including by publishing it as testimonials, case studies, quotations, or in marketing and investor materials.

10.3 Attribution. We will **not** publicly identify you by name, firm or image in connection with any published Feedback or testimonial unless you have given separate written consent. The licence in clause 10.1 **does not permit us to publish** an audio or video recording, your voice or image, or any transcript, quotation or description from which you are reasonably identifiable; we will obtain your separate written consent before doing any of those things. Published Feedback will otherwise be anonymised, and where we describe the source we will do so only in general terms — for example, "an expert witness taking part in our early adopter programme" — avoiding any description specific enough to identify you.

10.4 To the extent permitted by law, you waive and agree not to assert any moral rights in Feedback. This does not apply to your pre-existing materials, Confidential Information or professional methodologies excluded from the licence under clause 10.1.

10.5 Recordings. Feedback calls, interviews and workshops may be **recorded and transcribed**. We will ask for your consent at the start of each call. If you would prefer the call not to be recorded, tell us and we will take written notes instead; this will not affect your participation or your eligibility for a Discount Code. Recordings and transcripts are handled as described in our Privacy Policy.

10.6 You must not record any call, demonstration or session with us without our prior consent.

11. Confidentiality

11.1 During the EAP you will have access to pre-release software and commercially sensitive information. "**Confidential Information**" means all non-public information disclosed by one party to the other, or observed in connection with the EAP. Our Confidential Information includes the Software and its features, functionality, user interface, designs, screens, workflows, roadmap, pricing, performance, defects, and the existence and content of the EAP itself. Your Confidential Information includes non-public information about your business, systems and working practices disclosed to us through the EAP.

11.2 Each party must:

- (a) keep the other's Confidential Information strictly confidential;
- (b) not disclose it to any third party except as permitted by clause 11.3;
- (c) use it only for the purposes of the EAP; and
- (d) take reasonable steps to protect it from unauthorised access or disclosure.

11.3 Permitted disclosures. A party may disclose the other's Confidential Information to its officers, employees, contractors, service providers and professional advisers who need to know it for the purposes of the EAP and who are subject to confidentiality obligations no less protective than this clause. The disclosing party remains responsible for their compliance.

11.4 In addition, you must not publish, post, blog, demonstrate, screenshot, screen-record or otherwise share the Software or any part of it publicly or on social media.

11.5 We may use your Confidential Information to operate and develop the Software, subject to clause 10 in respect of Feedback. We may also use aggregated insights that neither identify you nor disclose the substance of your Confidential Information or professional methodology.

11.6 Clause 11.2 does not apply to information that: is or becomes public other than through a breach of these Terms; the receiving party already lawfully held without obligation of confidence; is lawfully received from a third party without obligation of confidence; or is required to be disclosed by law, regulation, a court, or a professional regulator, provided the other party is notified in advance where lawfully possible.

11.7 These confidentiality obligations continue for **five (5) years** after the end of the EAP Period.

11.8 Each party acknowledges that damages alone may not be an adequate remedy for breach of this clause and that the other may seek injunctive relief.

12. Data protection

12.1 We process personal data in connection with the EAP as a **controller**. How we do so is set out in our Privacy Policy.

12.2 Because Real Matter Data is prohibited under clause 8, we have not been appointed as a processor on your behalf and no data processing agreement is offered for the EAP. A data processing agreement will be offered, where appropriate, as part of the commercial version of the Software.

12.3 Clause 8.5 applies if Real Matter Data is introduced into the Software.

13. Deletion of data

13.1 All Accounts and all logins are deleted when the EAP ends. Subject to clauses 8.5 and 13.4, within **30 days after the end of the Participant's EAP Period** — whether that is because the EAP has closed, you have withdrawn, or your participation has been terminated — we will delete the Account, every associated login and all EAP content, including Test Data and anything created in the Software, from our production systems.

13.1A Where an individual **User Access Period** ends but the Participant's EAP Period continues, we close that login and delete that individual's credentials and authentication data within 30 days. Content held on the Participant's Account remains on that Account and available to the Participant and its remaining Authorised Users until the Participant's EAP Period ends, at which point clause 13.1 applies to all of it.

13.2 Residual copies may remain in disaster-recovery and supplier backup systems for a short period after that. Those copies are isolated from ordinary use and are deleted or overwritten in accordance with our documented backup cycle, currently **30 days**, and in accordance with our suppliers' published retention periods. This means that the Account and its EAP content will normally have gone from our production systems and our own backups **within 60 days** after the end of the Participant's EAP Period, apart from the categories retained under clause 13.4.

13.3 There is no self-service export function in the Software. You will not be able to download or extract content you create, so you should not rely on the Software to store anything you wish to keep. This does not affect your statutory rights of access or data portability; where such a right applies, we will provide the relevant personal data separately.

13.4 After the EAP Period ends, we retain only: (a) Feedback and call recordings and transcripts, for the periods set out in the Privacy Policy; (b) anonymised and aggregated usage analytics; (c) any minimum incident evidence preserved under clause 8.5; and (d) records we need for legal or accounting purposes, including records of acceptance of these Terms and records relating to Discount Codes.

13.5 If you progress to the paid version following commercial launch, **you will need to create a new account**. Nothing from the EAP Account will be carried over.

14. Discount Code

14.1 The EAP is provided **free of charge**. No fee is payable at any point during the EAP, and no payment details are required.

14.2 After the EAP closes we will decide which Participants have contributed usefully to the programme, and will tell those Participants that they have qualified for a **Discount Code**. The Code itself is issued at commercial launch of the paid version of the Software, together with the launch announcement.

14.2A The Discount Code gives **50% off** our then-current list price for any paid plan for **12 months**. Being told that you have qualified is not itself a Discount Code and does not create an entitlement; clause 14.5 applies until a Code is issued.

14.3 The Discount Code is subject to the following conditions:

- (a) it is issued to the **Participant**, is unique to that Participant, and may be used only for a subscription entered into by that Participant. It may not be sold, assigned, transferred or given away;
- (b) it may be **redeemed once only**;
- (c) it cannot be combined or stacked with any other offer, discount, promotion or referral credit;
- (d) it must be activated within **three (3) months of the date of commercial launch**, after which it expires automatically and cannot be reinstated. We will publish the commercial launch date on our website. Not consenting to marketing emails does not affect eligibility for a Code — you may request your Code and the applicable launch date at any time from Support@ExpertGeniePro.co.uk;
- (e) the 12-month discount period runs from the date of activation, whether or not you use the Software during that period;
- (f) it applies to the plan selected on activation and, if you upgrade or downgrade during the 12 months, to the then-current list price of the new plan;
- (g) it applies to subscription fees only and not to any set-up fee, professional services, training, add-on or third-party charge;
- (h) it has no cash value and cannot be exchanged for cash, credit or any alternative; and
- (i) if you cancel your subscription, the discount is not suspended, extended or reinstated, and any unused portion is forfeited.

14.4 Whether a contribution has been useful is assessed by us, looking at the programme as a whole. We will exercise this discretion honestly, consistently and in good faith. If you believe we have made a factual or administrative error, you may ask us to review it.

14.5 The Discount Code is not calculated by reference to hours worked, tasks completed or calls attended. It is a discretionary promotional offer and is **not payment, consideration or remuneration** for participation, time or Feedback. No entitlement arises unless and until a Code is issued to the Participant.

14.6 We are under **no obligation to launch a commercial version** of the Software. If we do not, no Discount Code will be issued and no alternative, compensation or payment will be due.

14.7 We may withdraw or cancel a Discount Code if it has been obtained or used in breach of these Terms.

15. Pre-release software — no warranties

15.1 The Software is pre-release, unfinished and experimental. It is provided "as is" and "as available".

15.2 To the fullest extent permitted by law, we exclude all warranties, conditions, representations and terms, whether express or implied by statute, common law or otherwise, including any implied terms as to satisfactory quality, fitness for a particular purpose, accuracy, or conformity with description.

15.3 In particular, we do not warrant that:

- (a) the Software will be available, uninterrupted, timely or error-free;
- (b) defects will be corrected;
- (c) the Software is free from vulnerabilities, having not yet completed full security and penetration testing;
- (d) any output, calculation, template, summary or content produced by the Software is accurate, complete, current or fit for any purpose; or
- (e) the Software will meet your requirements or be suitable for use in your practice.

15.4 There is no service level agreement. There are no uptime commitments, no support response times and no maintenance windows. We may take the Software offline at any time, with or without notice.

15.5 You must not rely on the Software. Any output must be independently checked and verified. You remain solely responsible for your professional work, your reports, your opinions and your compliance with your duties to the court, your regulator and your professional indemnity insurer.

15.6 We may change, add, remove or break features at any time without notice.

16. Limitation of liability

16.1 Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited or excluded.

16.2 Nothing in these Terms limits or excludes any right or remedy available to a data subject or a regulator under data protection law.

16.3 Subject to clauses 16.1 and 16.2, we shall have **no liability** in contract, tort (including negligence), breach of statutory duty or otherwise for:

- (a) loss of profits, revenue, business, contracts, opportunity or anticipated savings;
- (b) loss of or corruption of Test Data or content, including anything deleted under clause 13;
- (c) loss of goodwill or reputation;
- (d) wasted expenditure or wasted management time;
- (e) any loss arising from reliance on the Software or its output, or from use of the Software contrary to clause 7 or 8;
- (f) any loss arising from unavailability, suspension, interruption or termination of the Software or the EAP; or
- (g) any indirect or consequential loss.

16.4 Subject to clauses 16.1 and 16.2, our total aggregate liability arising out of or in connection with these Terms and the EAP, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the **greater of**:

- (a) the total fees (excluding VAT) paid by the Participant to us in the six months before the date the claim first arose; and
- (b) **£250**.

No fees are payable during the EAP, so limb (a) will normally be nil. This is a single aggregate cap covering all claims by the Participant, however arising, including claims arising from access to or use of the Software by any of its Authorised Users.

16.5 You acknowledge and agree that:

- (a) the purpose of the EAP is the **collaborative identification of defects**, errors and shortcomings in pre-release software, and that this is the shared objective of both parties;
- (b) the Software is pre-release and may contain defects and vulnerabilities because full testing, including security and penetration testing, remains incomplete;
- (c) no monetary fee or charge is payable for access to the EAP;
- (d) the prohibition on Real Matter Data materially reduces the foreseeable risks associated with content placed in the Software;
- (e) the exclusions and limitations in this clause 16 are agreed on that shared understanding and represent a reasonable and proportionate allocation of risk between us, without which we would not make the Software available on these terms;
- (f) nothing in this clause reduces our obligations under data protection law, or our obligation to maintain technical and organisational measures appropriate to the personal data we process; and

(g) you have had the opportunity to take independent advice before accepting these Terms.

17. Indemnity

17.1 The **Participant** shall indemnify us against third-party claims made against us, and reasonable external costs and expenses we incur, to the extent directly caused by:

- (a) the Participant's material breach of clause 7 (Acceptable use), clause 8 (No Real Matter Data) or clause 11 (Confidentiality); or
- (b) the Participant's fraud or wilful misconduct.

17.2 No Authorised User has personal liability under this clause. The indemnity is given by the Participant alone.

17.3 The indemnity does not apply to the extent that the loss was caused or increased by our own breach, negligence or failure to mitigate.

17.4 To claim under this indemnity we must: notify the Participant promptly; provide reasonable information about the claim; allow the Participant to participate in the defence; and not settle without the Participant's consent, not to be unreasonably withheld.

17.5 No fine or penalty is recoverable under this indemnity except to the extent it is lawfully recoverable.

17.6 Except in cases of the Participant's fraud or wilful misconduct, the Participant's total aggregate liability under this clause 17 shall not exceed the greater of the total fees (excluding VAT) paid by the Participant to us in the six months before the date the claim first arose, and **£250**.

18. Suspension and termination

18.1 We may suspend or terminate an Account, access to the Software and participation in the EAP **at any time, with or without notice**.

18.2 Without limiting clause 18.1, we are likely to do so if you: breach these Terms; introduce Real Matter Data; breach clause 3.7 or 3.8; share login credentials; or behave in a way we consider inappropriate towards our staff or other participants.

18.3 We may close an inactive Account for security or administrative reasons. **Inactivity is not a breach of these Terms.**

18.4 On termination of the **Participant's** participation: the licence in clause 6.1 ends; all its Authorised Users must stop using the Software; data will be deleted in accordance with clause 13; and the Participant may not qualify for a Discount Code.

18.4A Where we act against an **individual login** only:

(a) on **temporary suspension**, access is disabled but the login and that individual's User Access Period continue, and clause 13.1A does not apply; and

(b) on **permanent removal**, that individual's User Access Period ends and clauses 4.5.2 and 13.1A apply.

In either case the Participant's participation, licence, content and Discount Code eligibility are unaffected.

18.5 Clauses 6.3 (to the extent necessary to complete deletion), 8.5, 8.6, 10, 11, 12, 13, 16, 17 and 19 survive the end of the EAP Period, however it occurs.

19. General

19.1 Changes to these Terms. We may make non-material administrative or legal updates to these Terms by giving written notice. Any **material** change takes effect only when the Participant accepts the revised Terms. If the **Participant** does not accept the revised Terms, that is treated as termination under clause 18.1; its EAP Period ends and clause 13 applies. Termination solely because revised Terms are not accepted does not, by itself, affect the Participant's eligibility for a Discount Code.

19.2 Entire agreement. These Terms constitute the entire agreement between us in relation to the EAP and supersede all prior discussions, representations and arrangements. You confirm you have not relied on any statement or representation not set out in these Terms. **Nothing in this clause excludes or limits liability for fraud or fraudulent misrepresentation, or any remedy that cannot lawfully be excluded.**

19.3 No partnership, agency or employment. Nothing in these Terms creates a partnership, joint venture, employment relationship, worker relationship or agency between us. Neither the Participant nor the Authorised User is our employee, worker, partner or agent. The Authorised User takes part voluntarily as described in clause 9.

19.4 Assignment. You may not assign or transfer any of your rights or obligations under these Terms. We may assign or transfer ours, including on a sale or reorganisation of our business.

19.5 Third party rights. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

19.6 Waiver. No failure or delay in exercising any right constitutes a waiver of that right.

19.7 Severance. If any provision is found to be invalid or unenforceable, the remaining provisions continue in full force.

19.8 Notices. We will send notices affecting the Participant to the Administrator's registered email address, and notices affecting an individual Authorised User to that person's registered email address. You should send notices to Support@ExpertGeniePro.co.uk. Notices sent by email are deemed received at the time of transmission, or the next business day if sent outside business hours.

19.9 Force majeure. Neither party is liable for any failure or delay caused by events beyond its reasonable control.

19.10 Governing law. These Terms and any dispute arising out of or in connection with them (including non-contractual disputes) are governed by the **laws of England and Wales**.

19.11 Jurisdiction. The courts of England and Wales have exclusive jurisdiction to settle any such dispute.

20. Contact us

Email: Support@ExpertGeniePro.co.uk

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