

IDENTI3® PROFILING

USER LICENSE AGREEMENT

This User License Agreement (“**Agreement**”) is a legally binding agreement between **IDENTI3 International Pte. Ltd.**, its affiliates, licensors, successors, and assigns (“**IDENTI3**”, “**we**”, “**us**”) and you, the individual or entity accessing or using IDENTI3 Profiling (“**User**”, “**you**”).

By accessing, purchasing, administering, interpreting, or using IDENTI3 Profiling in any form, you agree to be bound by this Agreement.

If you do not agree, you must not access or use IDENTI3 Profiling.

1. DEFINITION OF IDENTI3 PROFILING (SCOPE)

For the purposes of this Agreement, “**IDENTI3 Profiling**” includes, without limitation:

- IDENTI3 psychometric profiling tools, frameworks, and methodologies
- Digital platforms, software, dashboards, and online systems
- Physical products including cards, reports, workbooks, and printed materials
- Assessment tools, questionnaires, diagnostics, and surveys
- Reports, outputs, analytics, interpretations, and insights
- Training programs, accreditation programs, certifications, and workshops
- Coaching, facilitation, consulting, and advisory services
- Updates, enhancements, adaptations, and future formats of the above

All of the above are collectively referred to as the “**IDENTI3 System**.”

2. GRANT OF LICENSE

2.1 IDENTI3 grants you a **limited, non-exclusive, non-transferable, non-sublicensable, revocable license** to access and use the IDENTI3 System strictly for its intended developmental, coaching, organizational, or educational purposes.

2.2 This Agreement does **not** transfer ownership. All rights not expressly granted are reserved by IDENTI3.

3. PERMITTED USE

You may use IDENTI3 Profiling only:

- within the scope of your purchased or authorized access;
 - in compliance with applicable laws and professional standards;
 - as a **supporting guide**, not as a definitive or determinative decision-making tool.
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4. PROHIBITED USE

You shall not, directly or indirectly:

- copy, reproduce, modify, distribute, or commercialize IDENTI3 Profiling without written consent;
 - reverse engineer, deconstruct, replicate, or derive competing tools or methodologies;
 - misrepresent IDENTI3 outputs as factual, predictive, diagnostic, or guaranteed outcomes;
 - use IDENTI3 Profiling in a manner that causes reputational, financial, operational, or legal harm to IDENTI3;
 - allow unauthorized persons to access or use IDENTI3 Profiling.
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5. GUIDE-ONLY DISCLAIMER

5.1 IDENTI3 Profiling provides **opinions, indicators, and insights**, not statements of fact.

5.2 IDENTI3 Profiling:

- does not guarantee performance, suitability, or outcomes;
- is not a medical, psychological, psychiatric, legal, or employment decision-making tool;
- must not be used as the sole basis for hiring, termination, promotion, diagnosis, or disciplinary action.

5.3 All decisions, actions, and consequences arising from use of IDENTI3 Profiling are **entirely your responsibility**.

6. USER RESPONSIBILITY & ASSUMPTION OF RISK

You expressly acknowledge and agree that:

- interpretation and application of results are at your sole discretion and risk;
 - you are responsible for ensuring fair, lawful, and ethical use;
 - you assume full responsibility for any **impact, damage, or consequence** arising from your use of IDENTI3 Profiling.
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7. CLAIMS OF DAMAGES & INDEMNITY (CRITICAL CLAUSE)

7.1 Claims of Damages Done by User

You acknowledge that **IDENTI3 shall not be responsible** for any damage caused by:

- misuse, misinterpretation, or over-reliance on IDENTI3 Profiling;
- decisions taken or not taken based on IDENTI3 outputs;
- improper administration, communication, or disclosure of results;
- unauthorized use, copying, or distribution of IDENTI3 materials.

Any **claims, complaints, disputes, or legal actions** arising from such damage shall be your sole responsibility.

7.2 Indemnity

To the **maximum extent permitted by law**, you agree to **fully indemnify, defend, and hold harmless** IDENTI3 and its directors, officers, employees, consultants, trainers, licensors, and partners ("Indemnitees") from and against **any and all claims, damages, losses, liabilities, judgments, penalties, costs, and expenses (including legal fees)** arising out of or relating to:

- any damage (financial, reputational, emotional, operational, or otherwise) allegedly caused by your use of IDENTI3 Profiling;
- claims brought by employees, candidates, clients, participants, or third parties;
- employment-related claims including discrimination, unfair treatment, or wrongful decisions;

- breach of this Agreement;
- violation of data protection, privacy, or employment laws;
- unauthorized disclosure or misuse of reports or personal data;
- representations made by you that exceed or contradict IDENTI3's stated purpose.

This indemnity **survives termination** of this Agreement.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- IDENTI3 shall **not be liable** for any indirect, incidental, consequential, special, punitive, or exemplary damages, including loss of profits, reputation, goodwill, or data.
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9. INTELLECTUAL PROPERTY

All intellectual property rights in the IDENTI3 System remain the exclusive property of IDENTI3. No ownership rights are granted under this Agreement.

10. DATA & PRIVACY

You warrant that you have obtained all necessary consents for any personal data provided. Use of IDENTI3 Profiling is subject to the IDENTI3 Privacy Policy.

11. TERMINATION

IDENTI3 may suspend or terminate your license immediately upon breach. Upon termination, all use must cease, and all materials must be destroyed or deleted.

12. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws designated by IDENTI3 based on the region of use, and the courts of that jurisdiction shall have exclusive authority.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements relating to use of IDENTI3 Profiling.

BY ACCESSING OR USING IDENTI3 PROFILING, YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THIS AGREEMENT IN FULL.