

Updated on 25th December 2025

# 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.

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## 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**.”

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## 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.

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### 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**.

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## 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.

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### 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.

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## 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.

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## 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.

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## 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.

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## 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.

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## **13. ENTIRE AGREEMENT**

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

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