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## END USER LICENCE AGREEMENT

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**PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE, YOU MUST NOT INSTALL OR USE THE SOFTWARE.**

This End User Licence Agreement (“EULA”) is a legal agreement between (1) you, the Licensee and (2) Wi-Ai Technology Limited a company registered in England and Wales under number 12258252 whose registered office is at 9 Quay Court, Colliers Lane. Stow-cum-Quay, Cambridge CB25 9AU, the Licensor.

This EULA covers the Wi-Ai Behavioural Bias Profiling (and associated Report Generation) Software and the associated electronic Documentation. This EULA grants a licence to use the Software and the Documentation only. The Licensor does not sell or assign the Software or the Documentation to you.

After installation, a copy of this EULA is available on request via [contact@wi-ai.net](mailto:contact@wi-ai.net). It is recommended that you print or save a copy of this EULA for future reference.

### 1. **Definitions and Interpretation**

In this EULA, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Documentation</b> ”	means the any documentation provided by WTL simultaneously with acceptance of this EULA;
“ <b>Software</b> ”	means the Wi-Ai Behavioural Bias Profiling Tools and associated report generating software; and
“ <b>you</b> ”, “ <b>your</b> ”	means the Licensee.

### 2. **Accepting or Rejecting this EULA**

2.1 By ticking the “confirmation of acceptance of EULA” box during set up of your account on any of the Licensor’s websites you indicate your acceptance of this EULA and the terms and conditions set out herein, which will become binding on you upon your acceptance.

2.2 By failing to tick the “confirmation of acceptance of EULA” box during set up of your account, you indicate your rejection of this EULA and the terms and conditions set out herein. If you do not accept the terms and conditions of this EULA, you must not install or use the Software.

### 3. **Ownership of the Software and Documentation**

3.1 The Software and the Documentation and all intellectual property rights therein (including, but not limited to, copyright) belong to the Licensor. This EULA does not grant to you (or sell to you) any rights of ownership in the Software or the Documentation. This EULA grants you a licence to use the Software and the Documentation in accordance with the terms and conditions of this EULA only.

3.2 The Licensor also retains ownership of any and all copies of the Software or the Documentation and all intellectual property rights therein, regardless of the form in which the copies may exist.

#### 4. **Grant and Scope of Licence**

- 4.1 In consideration of your acceptance of this EULA and agreement to its terms and conditions, the Licensor hereby grants to you a limited, non-exclusive, non-transferable licence to:
- a) use the Software (within the period specified for use, which shall be limited to three months from the date of your acceptance unless otherwise stated), in accordance with the terms and conditions of this EULA, for personal, non-commercial purposes only on one computer or device owned or otherwise controlled by you;
  - b) use the Documentation in accordance with the terms and conditions of this EULA, for personal, non-commercial purposes only;
  - c) where the Software is licensed for installation and use on one computer or device, you may transfer the Software to another computer or device provided that the Software is not used on more than one computer or device simultaneously;
- 4.2 The licence granted hereunder also extends to any and all free updates, patches, fixes and similar that the Licensor may provide, as described in Clause 8, below.

#### 5. **Licence Restrictions**

- 5.1 You may not make copies of the Software or Documentation or any part thereof except where such copying is necessary to support the normal use of the Software in accordance with this EULA or is necessary for backup purposes.
- 5.2 You may not translate, reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Software (or any part thereof) except as expressly permitted by law or this EULA. Sections 50B and 296A of the Copyright Designs and Patents Act 1988 permit such actions only where they are necessary to obtain information necessary to create an independent software program which can be operated with the Software or with another software program (“the permitted objective”). The information obtained from such actions must not be used for any other purpose.
- 5.3 The actions described in sub-Clause 5.2 will not be permitted if you:
- a) already have readily available to you the information necessary to achieve the permitted objective;
  - b) do not confine the decompiling to such acts as are necessary to achieve the permitted objective;
  - c) supply the information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective; or
  - d) use the information to create a software program which is substantially similar in its expression to the Software or to do any other act restricted by copyright.
- 5.4 You may not modify, adapt, alter, translate, or otherwise change the Software or Documentation or any part thereof or combine, incorporate in, or merge the Software with any other software.

- 5.5 You may not alter, delete, or otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or restrictions on or in the Software or the Documentation. Any and all such notices must be included in full on all copies made of the Software or the Documentation, whether full or partial.
- 5.6 You may not make the Software available over a network or by any other method of remote access.
- 5.7 Subject to Clause 6, below, you may not make the Software or Documentation available to a third party in any form or for any reason without the prior written consent of the Licensor.
- 5.8 Subject to Clause 6, below, you may not rent, lease, sub-licence, sell, assign, pledge, or otherwise dispose of the Software or the Documentation.

## 6. **Transfer**

The Software and Documentation are licensed only to you, the Licensee. You may not rent, lease, sub-licence, sell, assign, pledge, transfer, or otherwise dispose of the Software or Documentation, on a temporary or permanent basis, without the prior written consent of the Licensor.

## 7. **Licensee's Undertakings**

You hereby undertake and agree that:

- 7.1 you will use and permit the use of the Software only in accordance with the bounds of the terms and conditions of this EULA; and
- 7.2 you will comply with all applicable laws, rules, and regulations governing technology control and export.

## 8. **Software Updates**

The Licensor may, from time to time, issue free updates, patches, fixes and similar for the Software. The Software shall continue to match the description of it that was provided to you before purchasing.

## 9. **Limitation of Liability**

- 9.1 The Software and Documentation are provided for personal, non-commercial use by you, the Licensee.
- 9.2 The Licensor does not warrant that the Software or the Documentation will meet your particular requirements. It is your responsibility to ensure that the Software as described in the Documentation (and the Documentation itself, where appropriate) meets your requirements.
- 9.3 The output of the Software, including profile results, onscreen feedback and associated downloadable reports does not constitute advice (whether financial, legal, medical, psychological or otherwise). The Licensor shall not be held liable for any actions or decisions taken by the Licensee or any other person based on their interpretation of such output and report(s) nor shall the Licensor be held liable for any actions

or decisions taken by the Licensee or any other person based on a third party's interpretation or presentation of such output and report(s), whether this occurs in the context of the third party's business, practice or otherwise and whether the third party has furnished the Licensee with access to the Software or not.

- 9.4 Nothing in this EULA affects your legal rights as a consumer where the Software is faulty or not as described.
- 9.5 The Licensor will be liable for damage to any computer, device, or digital content belonging to you that is caused by defective digital content supplied to you by the Licensor (for example, free updates, patches, fixes and similar as described above in Clause 8). In the event of such damage, the Licensor will either repair the damage or pay you compensation.
- 9.6 The Licensor shall not be liable to you for any damage described in sub-Clause 9.5, above, if that damage could have been avoided by you following the Licensor's advice to apply a free update, patch, fix or similar, or where such damage is caused by your failure to correctly follow the installation instructions for the Software.
- 9.7 The Licensor shall not be liable to you for any business losses including:
- a) loss of profits;
  - b) loss of sales or business;
  - c) loss of revenue;
  - d) loss of agreements or contracts;
  - e) loss of anticipated savings;
  - f) loss of use or corruption of software or data;
  - g) business interruption; or
  - h) loss of business opportunity, reputation, or goodwill.
- 9.8 Nothing in this Clause 9 shall exclude or limit the Licensor's liability for death or personal injury resulting from the Licensor's negligence or that of its employees, agents, or sub-contractors; for fraud or fraudulent misrepresentation; or for any other form of liability which cannot be limited or excluded under English law.

## 10. Changes to this EULA

- 10.1 The Licensor reserves the right to amend the terms and conditions of this EULA at any time on written notice to you. You will be notified of such changes by publication of notice on Licensor's website.
- 10.2 By continuing to use the Software and Documentation following receipt and service of notice of such changes as described above, you shall be deemed to have accepted the changes to this EULA.
- 10.3 If you do not accept the changes to this EULA, you must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation.

## 11. Term and Termination of this EULA

- 11.1 This EULA is effective until terminated. You may terminate it at any time by fully uninstalling, deleting, or otherwise removing the Software from any and all computers or devices in your possession or control and deleting or destroying all copies of the Software and Documentation in your possession or control.
- 11.2 The Licensor reserves the right to terminate this EULA immediately on written notice to you in the event that you commit a material or persistent breach of this EULA and (if the breach is capable of remedy) fail to remedy the breach within 14 calendar days after the service of a written notice from the Licensor requiring you to do so.
- 11.3 In the event that this EULA is terminated for any reason:
- a) All rights granted to you by this EULA shall discontinue;
  - b) You must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation;
  - c) You must immediately and fully uninstall, delete, or otherwise remove the Software from any and all computers or devices in your possession; and
  - d) You must immediately delete, destroy, or return to the Licensor (at the Licensor's option) all copies of the Software and Documentation in your possession or control and, where the Licensor requires the deletion or destruction of such copies, you must certify to the Licensor that you have done so.

## 12. Privacy and Data Protection

- 12.1 All personal data that the Licensor may use will be collected, processed, and held in accordance with the provisions of UK data protection legislation and your rights thereunder.
- 12.2 For complete details of the Licensor's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, personal data sharing (where applicable), details of your rights and how to exercise those rights please refer to the Licensor's Privacy Policy available via its website [www.wi-ai.net](http://www.wi-ai.net).

## 13. Notices

- 13.1 All notices under this EULA shall be in writing.
- 13.2 All notices sent to you by the Licensor will be sent by email or to the address provided by you when you set up your account with the Licensor.
- 13.3 If you wish to contact the Licensor or are required to contact the Licensor by a provision in this EULA, please contact the Licensor by email at [contact@wi-ai.net](mailto:contact@wi-ai.net) or by pre-paid post to Wi-Ai Technology Limited at its registered office address as shown at the top of this EULA or updated on the Licensor's website.

#### 14. **Assignment**

- 14.1 The Licensor may transfer its rights and obligations under this EULA to another party at any time. If this occurs, the Licensor will inform you of the transfer in writing. Your rights as the Licensee under this EULA will not be affected by such a transfer.
- 14.2 This EULA and the licence granted to you under it are personal to you. Except where expressly permitted under this EULA, you may not transfer your rights and obligations under this EULA to another party without the Licensor's prior written consent.

#### 15. **Other Important Terms**

- 15.1 This EULA is between you and the Licensor. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this EULA.
- 15.2 In the event that one or more of the provisions of this EULA is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of this EULA. The remainder of this EULA shall be valid and enforceable.
- 15.3 No failure or delay by the Licensor in exercising any of its rights under this EULA means that the Licensor has waived that right, and no waiver by the Licensor of a breach of any provision of this EULA means that the Licensor will waive a subsequent breach of the same or any other provision.

#### 16. **Law and Jurisdiction**

- 16.1 This EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, English law.
- 16.2 Any dispute, controversy, proceedings or claim between the Parties relating to this EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.