

Universal End User Licencing Agreement (EULA)

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Please read these licence terms carefully before accessing any Genius Within digital platforms.

This licence agreement (Licence) is a legal agreement between you (the **User**, Permitted User, or **you**) and **Genius Within C.I.C.**, whose registered office is at The Lewes Stand, Plumpton Racecourse, Plumpton Green, East Sussex, BN7 3AL (the **Licensor**, **us**, or **we**) for:

- **Genius Finder Pro®** computer software, profiling suites, and administrative dashboards provided via our web applications (Software);
- **Genius Within eLearning Platforms**, including digital training courses, learning management interfaces, interactive modules, multimedia training files, SCORM packages, and assessments; and
- Any associated digital materials, strategy outputs, templates, user guides, or electronic documentation (Documentation).

Your employer (or contracting company where you are an independent contractor) has arranged for you to access the Software, eLearning platforms, and Documentation under the terms of an overarching corporate agreement with us (the Employer Agreement).

We license the use of our software applications, digital services, and documentation to you on the basis of this Licence. We do not sell our digital assets, software, or course content to you. We remain the exclusive owners of all Software, eLearning systems, and Documentation at all times.

Important Notice To All Users

By accessing, logging into, or using our Software, eLearning platforms, or Documentation, you confirm that you accept the terms of this Licence and that you agree to comply with them.

If you do not agree to these terms, you must not access or use the Software, platforms, or Documentation.

1. Grant and Scope of Licence

1.1

In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to access and use the Software, eLearning platforms, and Documentation on the terms of this Licence. This access is granted solely for the duration that you are authorized to do so by your employer (or contracting company) under the active Employer Agreement.

2. Restrictions and User Undertakings

2.1

Except as expressly permitted by your employer under the Employer Agreement or as permitted by local law, you undertake that you shall not:

- (a) **Copy or Distribute Materials:** Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, eLearning courses, video/audio content, quizzes, or Documentation in any form, media, or by any means.
- (b) **Reverse Engineer:** Attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of our underlying platform software or digital systems.
- (c) **Build Competing Products:** Access all or any part of the Software, eLearning platforms, or Documentation to build a product, service, or instructional methodology which competes directly with our digital tools, courses, or business.
- (d) **Provide Third-Party Services:** Use the Software, eLearning modules, or Documentation to provide standalone services or commercial training to external third parties.
- (e) **Share Accounts or Credentials:** Share your login credentials, platform passwords, or account links, or permit the use of your account by any other individual.
- (f) **Scrape or Automate Access:** Introduce any automated data scraping tools, bots, spiders, or scripts to copy text, data insights, profiling metrics, or multimedia elements from our systems.

Security Note:

You are entirely responsible for maintaining the strict confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Genius Within immediately of any unauthorized use of your account or password, or any other breach of security.

3. Intellectual Property Rights

3.1

You acknowledge that all intellectual property rights in the Software, the eLearning platforms, our proprietary course structures, and the Documentation throughout the world belong strictly to us. You acknowledge that rights in these digital systems are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software, courses, or Documentation other than the right to use them in strict accordance with the terms of this Licence.

4. Our Responsibility for Loss or Damage Suffered by You

4.1

We only supply the Software, eLearning tools, and Documentation for internal business and development use by your employer (or contracting company).

4.2

Foreseeable Loss: If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill, up to a maximum cap of £1,000,000 but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both we and you knew it might happen.

4.3

Non-Excludable Liabilities: We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

5. Termination

5.1

This Licence automatically terminates if:

5.1.1

The overarching Employer Agreement between us and your employer expires or terminates; or

5.1.2.

Your employer (or contracting organisation) withdraws your specific individual authorisation to access the Software and Documentation.

5.2

We may also give 30 days notice to terminate this Licence by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within thirty (30) days after the service of written notice requiring you to do so.

5.3

Upon termination for any reason:

- (a) All rights granted to you under this Licence shall immediately cease;
- (b) You must immediately stop all activities authorized by this Licence, including platform access; and

- (c) You must immediately destroy, delete, or return to us (at our option) all physical or digital copies of the Documentation, manuals, or training materials in your possession, custody, or control.

6. How We May Use Your Personal Information

6.1

Under applicable data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. This information is provided comprehensively at <https://geniuswithin.org/privacy-policy/>. It is highly important that you read this privacy policy before engaging with our digital services.

7. Other Important Terms

7.1

Variations: We may update the terms of this Licence from time to time. You are responsible for reviewing these terms periodically. Your continued use of our platforms following changes constitutes your acceptance of the Licence as varied. If you do not agree to the updates, you must immediately stop accessing our digital tools.

7.2

Transfer of Rights: You may only transfer your rights or your obligations under this Licence to another person if we explicitly agree in writing.

7.3

Entire Agreement: You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not explicitly set out in this Licence.

7.4

Third Parties: This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

7.5

Severance: Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.

7.6

Governing Law: These terms are governed by English law, and you can bring legal proceedings in respect of the digital products in the English courts. If you live in Scotland or Northern Ireland, you may also bring legal proceedings in your respective local courts or the English courts.