

GRASP PATHWAYS (or "PATHS")
TERMS OF SERVICE

Last modified: 5th May, 2026

1. About these Terms

- 1.1. We are Grasp Technologies Limited, a company registered in England and Wales under company number 13892273, with its registered office at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT ("**we**", "**us**" or "**our**"). These terms and conditions of use, together with other documents we refer to ("**Terms**") set out how you, the person accessing or using our Platform ("**you**" or "**your**"), may use our curated learning pathways platform available at <https://paths.grasp.study> ("**Platform**").
- 1.2. By using the Platform, you accept these Terms and our privacy policy available at <https://paths.grasp.study/privacy> ("**Privacy Policy**") (as may be updated from time to time). If you do not agree with any of these Terms, you must stop using our Platform immediately.
- 1.3. We may modify these Terms from time to time. We will notify you in writing of any material changes. If you do not agree, you may cancel your Membership or stop using the Platform. Any changes will take effect on notice, and, where you have a Membership, at the start of your next billing period.

2. Using our Platform

- 2.1. Our Platform creates curated, personalised educational lessons and related curriculum ("**Lesson**"), delivered in groups as learning modules ("**Modules**"), based on data and content you provide about yourself and your learning goals.
- 2.2. You will need to create a user account to access and use the Platform. A user account without a paid subscription allows you to access limited functionality of the Platform as made available by us from time to time, including (where applicable) any Free Trial or read-only access to previously generated content ("**Free Access**").
- 2.3. A paid, recurring monthly subscription to access the Platform and generate Lessons ("**Membership**") grants you a monthly allowance of Lesson credits ("**Lesson Credits**"), which are consumed when you generate Modules.
- 2.4. Each Module generation consumes a number of Lesson Credits corresponding to the number of Lessons it contains, and the cost in Lesson Credits will be shown to you before you confirm generation.
- 2.5. Details of current subscription limits, plans and pricing are set out at <http://paths.grasp.study/plans>, and may be updated from time to time. All fees are stated and payable in USD unless otherwise specified. We will notify you by email of any material changes to limits, plans, or pricing, and such changes will take effect at the start of your next billing period unless stated otherwise.
- 2.6. Unused Lesson Credits from your monthly allowance will roll over to the following month, but will expire two (2) months' after they are added to your account .
- 2.7. If you exhaust your monthly allowance before renewal, you may purchase additional Lesson Credits on a pay-as-you-go basis at the per-Lesson price shown at checkout ("**Top-up Lesson Credits**"). Top-up Lesson Credits do not expire while your Membership remains active, but will automatically expire if your Membership ends.
- 2.8. We may introduce or offer a free trial of the Platform ("**Free Trial**") from time to time. The Free Trial allows you to access the Platform and generate a limited number of Lessons or Modules,

as specified at the point of sign-up. When you sign up for a Free Trial, unless you cancel before the end of the Free Trial period, your access will automatically convert into a paid Membership and your nominated payment method will be charged at the applicable monthly rate.

- 2.9. Your Membership will automatically renew at the end of each billing period unless you cancel before the end of the then-current billing period. Payment will be charged to your nominated payment method at the start of each billing period until you cancel.
- 2.10. You can create an account directly on our Platform or, if available, by linking a third party account such as Facebook, Twitter and Google (each, an “**SNS Account**”). If you choose the SNS Account option, we will collect the information required to set up your account in accordance with our Privacy Policy. Please note that how those third party services handle your data is governed solely by the policies of such third parties, and we shall have no liability or responsibility for their actions or content. We enable these login features for convenience only, and their inclusion does not mean we endorse, recommend or control those services.
- 2.11. You are responsible for keeping your password and account details secure and confidential. You must notify us immediately if you discover or suspect any unauthorised access. You may not share, sell or transfer your account without our prior written approval. If we believe your account is being misused or compromised, we may require you to change your password, and we can suspend or terminate your account. If we have previously removed or banned you or your account, you may not create a new account without our written consent.
- 2.12. If you are under 13 years of age, you are not authorised to use the Platform. If you are under 18 years of age, you may use the Platform, only with the approval of your parent or guardian.

3. Rights we grant you

- 3.1. Our Platform is for your personal and non-commercial use only. We, and our licensors, own our Platform and all text, images, video, audio or other content, information or data made available on our Platform, including Lessons and responses given by the mentor chat as part of the Lesson curation process (“**Platform Content**”) and all related intellectual property rights. Platform Content does not include information and data that you provide to us on registration or share with the Platform to create a Lesson (“**Your Data**”). You retain all rights to Your Data. To the extent permitted by law, and subject to your rights in Your Data, we retain all rights, title and interest in and to the Platform and Platform Content (including any Lessons), including any improvements, modifications or derivative works of the same.
- 3.2. Provided you comply with these Terms and applicable laws, we grant you the limited, revocable, non-exclusive and non-sublicensable right to use our Platform (including any Platform Content and Lessons) solely to access and use the Platform to (i) display Platform Content or Lessons on your device or computer; (ii) make limited or insubstantial extracts of Platform Content or Lessons, in each case only in connection with your personal, non-commercial and educational purposes, provided you respect the confidentiality, authorship and data privacy rights of others at all times. You may not use our Platform in any way not permitted by these Terms, nor may you help anyone else in doing so.
- 3.3. We reserve the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with notice in our sole discretion.
- 3.4. You must not access, use or exploit the Platform or any Platform Content (including Lessons) except as expressly permitted under these Terms. In particular, you must not use the Platform or any Platform Content to build, develop or support any competing product or service, or otherwise commercially exploit the Platform or Platform Content.
- 3.5. If you provide us with any suggestions, comments or feedback relating to the Platform or Platform Content (“**Feedback**”), you grant us a worldwide, perpetual, irrevocable, royalty-free

licence to use, reproduce, modify and incorporate such Feedback into the Platform or our services without restriction and without any obligation to you.

- 3.6. Subject to these Terms, you may use the Lessons generated for you through the Platform for your personal, non-commercial purposes. You do not acquire any ownership rights in the Platform Content or the underlying systems used to generate it.

4. Platform Content

- 4.1. We reserve the right to review or remove any Platform Content and we do not verify the accuracy of Platform Content. To the fullest extent under applicable law, we do not endorse and are not liable for any Platform Content.
- 4.2. Our Platform contains hyperlinks or references to third party websites, resources or advertising which are provided for your convenience only. We have no control over third party websites, resources and advertising and we are not responsible for and do not endorse such websites, resources and advertising. You agree that to the fullest extent permitted by law, we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, materials, information, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Platform are between you and the third party, and you agree that we are not liable for any loss or claim that you may have against any such third party.

5. Acceptable use of our Platform

- 5.1. You must use our Platform in accordance with these Terms, applicable law, our policies, guidelines and other instructions we provide from time to time. You agree not to:
- (a) copy, modify, create a derivative work of, reproduce, reverse engineer, reverse assemble, decompile, decode, transmit, scan, or otherwise attempt to discover any source code, sell, assign, republish, sublicense, or otherwise transfer or encumber any right in our Platform or Platform Content;
 - (b) use Platform Content for marketing, promotional activity or to compile, confirm or amend your own databases or directories;
 - (c) other than as set out in these Terms, download, make a copy of, or otherwise permanently retain any Platform Content in any form;
 - (d) introduce viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack) to our Platform;
 - (e) attempt to gain unauthorised access to our Platform, its servers or any connected systems;
 - (f) use any robot, spider, crawler, scraper or other automated means or interface to access our Platform or extract Platform Content;
 - (g) impersonate us or another service or entity in order to collect identity information, authentication credentials, or other data ('phishing');
 - (h) use our Platform in any manner that:
 - i. disrupts the operation of our Platform or our business;
 - ii. harms minors; or
 - iii. is in connection with any unlawful activity; or

- iv. violates any applicable local, national or international law, or any regulations having the force of law;
 - (i) use the Platform or any Platform Content (including Lessons) to develop, train, fine-tune or improve any machine learning or artificial intelligence models, systems or products, other than through your permitted use of the Platform;
 - (j) use the Platform or any Platform Content (including Lessons) for any commercial purpose, including reselling, licensing, distributing or otherwise making available any Lessons or Platform Content to third parties;
 - (k) systematically extract, scrape, or otherwise collect data or content from the Platform to create or compile a database or dataset; and
 - (l) use the Platform or any Platform Content to create a competing product or service.
- 5.2. We will use reasonable efforts to block users that use our Platform in an inappropriate manner or in breach of these Terms, and identify and remove (in accordance with Clause 6) any Platform Content that is breach of this Clause when we are notified and provided with the relevant information.
- 5.3. Any use of the Platform or Platform Content in breach of these Terms may result in suspension or termination of your access and may also infringe our intellectual property rights.

6. Protecting third party rights

- 6.1. You may not use our Platform, or enable anyone else to use our Platform, in a manner that violates or infringes someone else's rights of publicity, privacy, copyright, trade mark, or other intellectual property rights. If you believe that any Platform Content is unlawful, you should notify us at copyright@grasp.study.
- 6.2. We will review all notices of infringement and may remove or disable access to the relevant content where we reasonably consider it appropriate to do so, in accordance with applicable laws including the Digital Services Act and other relevant legislation.
- 6.3. Any notification of alleged infringement should include sufficient information to enable us to identify the relevant content and assess the complaint, including:
- (a) details of the content in question and where it appears on the Platform;
 - (b) details of the rights claimed to have been infringed; and
 - (c) your contact details so that we can respond to your notice.
- 6.4. We may request additional information from you where reasonably necessary to investigate your complaint. We are not responsible for verifying the validity of any notice and may act on a reasonable basis.

7. Disclaimers and liability

- 7.1. The effectiveness and value of Lessons are determined by the quality of Your Content. Except to the extent required by applicable law, we make no warranty that (i) the Platform will meet your requirements, (ii) the Platform will be uninterrupted, timely, secure or error-free, or (iii) the Lessons will be accurate, reliable or appropriate for your circumstances. To the fullest extent permitted by law, the Platform is provided on an "as is" and "as available" basis and we expressly disclaim all warranties, representations and conditions of any kind, whether express, implied or statutory, including, but not limited to, any implied warranties, conditions or other terms as to satisfactory quality, fitness for a particular purpose, title, and non-infringement.
- 7.2. You should always use your own independent judgment when using our Platform and Platform Content. The Platform and any Lessons are provided for general informational and educational purposes only and should not be relied on as a substitute for professional advice. To the extent

permitted by law, we and our third party licensors are not liable for any errors or omissions or any loss, damage or expense incurred by reliance on any Platform Content.

- 7.3. We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with these Terms or your use of the Platform.
- 7.4. Nothing in these Terms excludes or limits our liability for: (a) liability for death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) anything else that cannot be limited or excluded by law.
- 7.5. Subject to Clause 7.4, our total liability to you for all other losses arising out of or in connection with these Terms or your use of the Platform, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to loss or damage that is a foreseeable result of our breach of these Terms or our negligence.

8. Generative AI

- 8.1. The Platform may incorporate third party AI technologies (“**AI Providers**”). You will comply with all AI Providers’ terms and conditions from time to time that we notify you. You acknowledge that by submitting Your Data to the Platform you grant all licences and rights to AI Providers as set out in the AI Providers’ terms and conditions.
- 8.2. You are responsible for Your Data, including for ensuring that it does not violate any applicable law or these Terms. We provide Your Data to AI Providers in order to generate Lessons. We retain and store Your Data after a Lesson has been generated so that Your Data remains accessible to you, for example through your mentor chat history. We may also use Your Data to train, tune or customise models to improve the Platform and our services. You may opt out of the use of Your Data for model training, tuning or customisation at any time by sending an email to support@grasp.study and including the email address associated with your account.
- 8.3. Due to the nature of AI, Lessons may not be unique to you and other users may provide similar data and information and receive the same or similar Lessons.
- 8.4. Use of the Platform may in some situations result in incorrect Lessons that does not accurately reflect real facts. You agree to evaluate and be responsible for the accuracy of any Lessons as appropriate for your use case.
- 8.5. You acknowledge and agree that, in addition to the limitations and restrictions set forth in these Terms, there are numerous limitations that apply with respect to AI generated Lessons due to the fact that it is automatically generated, including that:
 - (a) it may contain errors or misleading information;
 - (b) AI systems are based on predefined rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content;
 - (c) AI systems can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in Lessons that is out of context or does not make sense;
 - (d) AI systems do not have emotions and cannot understand or convey emotions in the way humans can, which can result in Lessons that lacks the empathy and emotion that humans are able to convey;
 - (e) AI systems can perpetuate biases that are present in the data used to train them, which can result in Lessons that is discriminatory or offensive;
 - (f) AI systems can struggle with complex tasks that require reasoning, judgment and decision-making;

- (g) AI systems require large amounts of data to train and generate content, and the data used to train AI systems may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated Lessons; and
- (h) AI-generated Lessons can lack the personal touch that comes with content created by humans, which can make it seem cold and impersonal.

9. EU and UK Consumer Cancellation Rights

- 9.1. If you live in the European Union or the United Kingdom, you normally have the legal right to cancel a paid Membership or purchase of Top-Up Lesson Credits within 14 days of entering into the relevant contract ("**Cooling Off Period**"). The Free Trial described in Clause 9.2 is not a purchase and is therefore outside the scope of this right.
- 9.2. When you start a paid Membership, your first monthly payment is subject to the Cooling Off Period. However, if you generate any Module during the Cooling Off Period after starting your paid Membership, you agree that your right to cancel ends at the point of that first post-Membership Module generation, because digital content has been supplied to you. For clarity, any Modules generated during a Free Trial do not count toward this, as it was supplied before the Membership began.
- 9.3. Top-Up Lesson Credits are separate digital content purchases and are subject to their own Cooling Off Period, which ends once any Top-Up Lesson Credits are used (in whole or in part).
- 9.4. If you are within a Cooling Off Period and have not yet consumed the relevant digital content, you can let us know you want to cancel by emailing support@grasp.study from the email address associated with your account. We will confirm we have received your request.
- 9.5. If you cancel successfully within a Cooling Off Period, we will refund what you paid within 14 days of receiving your request. Refunds will be sent to the same payment method you used, unless we agree otherwise. You will not be charged any extra fees for the refund.

10. Termination

- 10.1. You may cancel your Membership at any time. Except where Clause 9 applies, if you do so, you will not receive a refund for the remainder of your current billing period, however, you will continue to have access to our Platform on a Membership basis until the end of your billing period.
- 10.2. To cancel your Membership, please do so via the account section of the Platform, or otherwise email support@grasp.study using the email address associated with your account. If you cancel your Membership, it will automatically end at the end of your current billing period. Your unused Lesson Credits, including any rolled-over and Top-Up Lesson Credits, remain usable until the end of that billing period, after which any unused Lesson Credits and Top-Up Lesson Credits are forfeited.
- 10.3. Following the end of your billing period, your account transitions to Free Access (as described in Clause 2.2). You will retain access to view all Lessons and Modules previously generated on your account, but you will no longer be able to access or use paid features of the Platform (as described on the pricing or features page of our website from time to time), including (without limitation) generating new Lessons or Modules, using in-Lesson exercises, or chatting with the AI mentor. Your account is not deleted, and you may restart your Membership at any time, at which point a fresh billing cycle with a new monthly Lesson allowance will begin.
- 10.4. We may terminate or temporarily suspend your access to our Platform if you, or anyone acting on your behalf, fail to comply with these Terms for any reason. Although we will try to give you reasonable notice beforehand, we cannot guarantee that notice will be possible in all circumstances.

- 10.5. Regardless of who terminates these Terms, both you and we will continue to be bound by Clauses 7 (Disclaimers and liability); Clause 8 (Generative AI); Clause 10 (Termination); Clause 14 (General terms) and Clause 15 (Governing law and jurisdiction) of these Terms.

11. Payment Processing

- 11.1. Notwithstanding any amounts owed to us hereunder, we do not process payment for use of the Platform. To facilitate payment for the Platform via bank account, credit card, or debit card, we use Stripe, Inc. and its affiliates ("**Stripe**"), a third party payment processor. These payment processing services are provided by Stripe and are subject to the Stripe terms and conditions and other policies available at <https://stripe.com/legal> and Stripe's privacy policy available at: <https://stripe.com/privacy> (collectively, the "**Stripe Agreements**"). By agreeing to these Terms, users that use the payment functions of the Platform also agree to be bound by the Stripe Agreements, as the same may be modified by Stripe from time to time. You hereby authorise Stripe to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Platform. Please contact Stripe for more information. We are not responsible for the acts or omissions of Stripe, but this does not affect any rights you may have against us under applicable law. any payments you make through the Platform.

12. Privacy

Your privacy matters to us. You can learn how your personal data are handled when you use our Platform by reading our Privacy Policy.

13. User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Platform and that we will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Platform.

14. General terms

- 14.1. **Force majeure:** We will not be liable for any breach of these Terms caused by events, circumstances or causes beyond our reasonable control.
- 14.2. **Severance:** If any provision of these Terms is found unenforceable, that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.
- 14.3. **Entire agreement:** These Terms (including the terms they refer to) make up the entire agreement between you and us regarding our Platform, and supersede any prior agreements.
- 14.4. **Third party rights:** These Terms do not create or confer any third party beneficiary rights. If we do not enforce a provision in these Terms, it will not be considered a waiver.
- 14.5. **Assignment:** We reserve the right to transfer our rights under these Terms and provide our Platform using another entity, provided that entity upholds these Terms. You may not transfer any of your rights or obligations under these Terms without our consent.
- 14.6. **No waiver.** If we delay or fail to exercise any of our rights under these Terms, it does not waive that right or any future rights.

15. Governing law and jurisdiction

These Terms, the contract between us, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of

England and Wales. As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in this clause takes away or reduces your rights as a consumer to rely on those provisions. Any dispute, controversy, proceedings or claim between you and us relating to these Terms, the contract between us, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

16. Contact us

- 16.1. Please send any comments, questions, concerns, suggestions or other notices to us at support@grasp.study.
- 16.2. We may notify you by email, postal mail, postings within our Platform, or other legally accepted means.