

## **GRASP PATHWAYS (or “PATHS”) TERMS OF SERVICE**

*Last modified: October 1, 2025*

### **1. About these Terms**

- a. We are Grasp Technologies Limited (company number 13892273), with registered office is 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**”).

**PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS IF YOU ARE A RESIDENT OF THE UNITED STATES. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.**

- b. By using the Platform, you accept these Terms and our 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.
- c. We may modify these Terms from time to time in our sole discretion. If our modifications adversely affect you, then (as your exclusive remedy) you may terminate your subscription upon notice to us, and we will refund you any fees you have pre-paid for the termination portion of the applicable subscription term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications.

### **2. Using our Platform**

- a. Our Platform creates curated, personalised educational lessons and related curriculum (“**Lesson**”) based on data and content you provide about yourself and your learning goals. You will need to create a user account to create Lessons. You will then have access to our free plan which allows you to generate a limited number of Lessons. Our premium paid for subscription unlocks additional features, including the ability to generate more Lessons than the free plan. 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. 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 subscription period unless stated otherwise. 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.
- b. Your subscription will **automatically renew** at the end of each billing period in accordance with the frequency and payment method that was selected by you at the point of first payment confirmation and checkout. Payment will be charged to your nominated payment method at the start of each billing period until you cancel.

- c. 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.
- d. 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.

### 3. Rights we grant you

- a. 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.
- b. 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.
- c. We reserve the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice in our sole discretion.

### 4. Platform Content

- a. 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.
- b. 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

- a. 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:
  - i. 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;
  - ii. use Platform Content for marketing, promotional activity or to compile, confirm or amend your own databases or directories;
  - iii. other than as set out in these Terms, download, make a copy of, or otherwise permanently retain any Platform Content in any form;
  - iv. 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;
  - v. attempt to gain unauthorised access to our Platform, its servers or any connected systems;
  - vi. use any robot, spider, crawler, scraper or other automated means or interface to access our Platform or extract Platform Content;
  - vii. impersonate us or another service or entity in order to collect identity information, authentication credentials, or other data ('phishing');
  - viii. use our Platform in any manner that: (a) disrupts the operation of our Platform or our business; (b) harms minors; or (c) is in connection with any unlawful activity;
  - ix. violate any applicable local, national or international law, or any regulations having the force of law.
- b. 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 Section 6) any Platform Content that is breach of this Section 5 when we are notified and provided with the relevant information.

## 6. Protecting third party rights

- a. 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, trademark, or other intellectual property rights. If you believe that any Platform Content is unlawful, you should notify us at [copyright@grasp.study](mailto:copyright@grasp.study).
- b. We review infringement notices and take appropriate action under the Digital Millennium Copyright Act, the Digital Services Act and other applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to us at [copyright@grasp.study](mailto:copyright@grasp.study) (Subject line: "Takedown Request"). You may also contact us by mail at Grasp Technologies Limited, Level39, One Canada Square, London, E14 5AB, United Kingdom. The notification must be in writing and contain the following information:
  - i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
  - ii. a description of the copyrighted work or other intellectual property that you claim has been infringed;

- iii. a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform;
- iv. your address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- vi. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorised to act on the copyright or intellectual property owner's behalf.

## 7. Liability

- a. 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, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement.
- b. You should always use your own independent judgment when using our Platform and Platform Content. 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.
- c. Where you do not have an account with us, our total liability to you under or in connection with these Terms is limited to £100. If you have an account with us, our total liability to you under or in connection with these Terms is limited to the greater of: (a) the amount you have paid us in the last six (6) months; and (b) £100.
- d. 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.
- e. Some jurisdictions do not allow the disclaimer or exclusion of certain warranties, or the limitation or exclusion of liability for unforeseeable losses or damages. Accordingly, some of the limitations set forth above may not apply to you or be enforceable with respect to you. If you are a user from the state of New Jersey (USA), this Section is intended to be only as broad as is permitted under the laws of the state of New Jersey. If any portion of this Sections is held to be invalid under the laws of the state of New Jersey, the invalidity of such portion shall not affect the validity of the remaining portions of the applicable section. If you are dissatisfied any portion of the Platform or with these Terms, your sole and exclusive remedy is to discontinue your use of the Platform.

## 8. Generative AI

- a. 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 to 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.

- b. 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](mailto:support@grasp.study) and including the email address associated with your account.
- c. 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.
- d. 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.
- e. 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.
- f. To the maximum extent permitted by applicable law, we and our officers, employees and personnel: (i) make no warranty, condition or representation in relation to Lessons, whether in regards to its uniqueness, accuracy, originality, suitability, title, non-infringement or otherwise; (ii) accept no responsibility or liability for any consequences arising from your use of Lessons, including without limitation any claim for plagiarism, infringement, royalties or otherwise; and (iii) have no liability (including without limitation under negligence) for any loss or damage (whether direct, indirect or otherwise) that you may suffer or incur in connection with your use of Lessons.

## 9. EU and UK Consumer Cancellation Rights

- a. If you live in the European Union or the United Kingdom, you normally have the legal right to cancel a digital content purchase within 14 days of buying it. When you pay for a premium subscription and choose to create Lessons immediately, you agree that your right to cancel ends once Platform provides any Lesson to you.
- b. If you are within the 14-day withdrawal period and have not exceeded our free tier limits, you can let us know you want to cancel by submitting a request through our support page: [support@grasp.study](mailto:support@grasp.study) . We will confirm we have received your request.
- c. If you cancel successfully, 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

- a. You may terminate your subscription at any time. Except where Section 9 applies, if you do so, you will not receive a refund for the remainder of your billing period, however, you will continue to have access to our Platform and Lessons through to the end of your billing period. Cancelling your subscription will not delete your account and you can reactivate your subscription at any time.
- b. To cancel your subscription, please do so via the account section of the application, or otherwise email [support@grasp.study](mailto:support@grasp.study) using the email address associated with your account. If you cancel your subscription, your subscription will automatically close at the end of your current billing period and you will not be able to access any Lessons or previously created Lessons, even if you have downloaded the Lesson prior to cancellation.
- c. 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.
- d. Regardless of who terminates these Terms, both you and we will continue to be bound by Sections 7 (Liability); 8 (Generative AI); 10 (Termination); 1 (Governing law and venue) and 16 (General Terms) of these Terms.

## 11. Payment Processing

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 Global 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 assume no liability or responsibility for 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. Governing law and venue

The laws of England govern the relationship between you and us, these Terms and/or your use of our Platform, and any claims and disputes (including any non-contractual claims or disputes) arising out of or relating to the same. You can bring legal proceedings in relation to any access to or use of our Platform or these Terms, in the English courts or, if the law of your country of residence requires it, you can bring legal proceedings in your local courts.

## 14. Dispute Resolution

**IF YOU ARE A RESIDENT OF THE UNITED STATES, PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

- a. This Dispute Resolution by Binding Arbitration section is referred to these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and us, whether arising out of or relating to these

Terms (including any alleged breach thereof), the Platform, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by agreeing to these Terms, you are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- b. YOU AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS WE BOTH AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.
- c. We are always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to your satisfaction by emailing customer support at [support@grasp.study](mailto:support@grasp.study). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("**Notice**"). The Notice to us should be sent to Grasp Technologies Limited, Level39, One Canada Square, London, E14 5AB, United Kingdom ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If we do not resolve the claim within sixty (60) calendar days after the Notice is received, either side may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by either side shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- d. Notwithstanding any provision in these Terms to the contrary, we agree that if we makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Platform, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## 15. 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.

## 16. General terms

We will not be liable for any breach of these Terms caused by events, circumstances or causes beyond our reasonable control. 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. 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. 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. 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. We reserve all rights not expressly granted to you. Any words following “including”, “include”, “for example” or similar expression shall be illustrative only.

#### 17. Contact us

- a. Please send any comments, questions, concerns, suggestions or other notices to us at [support@grasp.study](mailto:support@grasp.study).
- b. We may notify you by email, postal mail, postings within our Platform, or other legally accepted means.