



LIOS PLATFORM USER TERMS AND CONDITIONS

These terms and conditions (**Terms**) govern your access to and use of the Lios platform (the **Platform**, as further described below). Please read these Terms carefully before you create an Account, subscribe to or use the Platform. Your acceptance of these Terms creates a contract between you and Lios. Lios is a trading name of Lios Labs Limited.

1 ABOUT THESE TERMS

- 1.1 These Terms apply to your access to and use of the Platform, including any website, application, dashboard, content, tools, features and functionality which we make available as part of the Platform from time to time.
- 1.2 By clicking to accept these Terms and creating an Account, or accessing the Platform or using any part of it, you confirm that you accept these Terms and agree to be legally bound by them.
- 1.3 If you do not agree to these Terms, you must not access or use the Platform and you will not be able to complete your Account registration process.
- 1.4 In these Terms, **Account** means your account on the Platform; **Beta Service** means any beta, pilot, trial, pre-release or other free test version of the Platform or any feature of it; **Free Service** means any free live production version of the Platform that we offer from time to time; **Lios** means Lios Labs Limited (Company Number 17181995) whose registered office is at 44 Grand Parade, Brighton And Hove, East Sussex, England, BN2 9QA; **Platform** means the Lios independent job discovery and application tracking platform; **Subscription** means the subscription plan or access model under which we permit you to use paid-for features of the Platform; and **you** and **your** means you, the user who accepts these Terms.

2 ELIGIBILITY, ACCOUNT REGISTRATION AND DIGITAL ACCEPTANCE

- 2.1 The Platform is made available to individual users aged 18 or over for personal, non-business use in connection with job searching, application tracking and related opportunities. In signing up for an Account you confirm that you are over 18 and are aware of the purposes for which you are allowed to use the Platform.
- 2.2 In order to use the Platform (whether for the Beta Service, a Free Service or as a Subscription), you will need to create an Account and provide certain information. You must ensure that any information you provide to us is accurate, complete and kept up to date.
- 2.3 You are responsible for keeping your login details secure and for all activity that takes place through your Account, unless that activity is caused by our failure to use reasonable care and skill or by unauthorised use that is not your fault.
- 2.4 We will present these Terms to you for acceptance through the Platform when you set up your Account. Your electronic acceptance of these Terms has the

same legal effect as if you had signed a hard copy of them.

3 SUBSCRIPTION, ACCESS AND UPGRADES

- 3.1 We intend initially to make the Platform available on a free Beta Service basis. During any Beta Service period, functionality may be limited, modified, interrupted or withdrawn and the Platform may be updated more frequently than a generally available production service. Because of this we accept more limited liability for the Platform during the Beta Service: please see clause 15.6 below.
- 3.2 We may introduce paid subscriptions, premium functionality or different service tiers for the Platform at any time. Before you place an order for any paid Subscription, we will give you clear pre-contract information about the main characteristics of the subscription, the price, billing frequency, minimum term (if any), renewal arrangements and how you may cancel.
- 3.3 Your Account gives you a limited, personal, non-exclusive, non-transferable right to access and use the Platform for your own personal use in accordance with these Terms and the parameters of your Account (e.g. whether you have opted for the Beta Service, a Free Service or a Subscription).
- 3.4 Where we make this available, you may upgrade your Subscription through the Platform to add additional functionality. Any upgrade will take effect in the manner explained to you at the time of purchase. Any downgrade, change of plan or promotional access will be subject to the terms notified to you at the relevant time.
- 3.5 We may change subscription plans, pricing and included features from time to time. If any such change materially and adversely affects a paid Subscription, we will give you reasonable prior notice and, where the law requires, the opportunity to cancel before the change takes effect.

4 WHAT THE PLATFORM DOES

- 4.1 The Platform is designed to help you identify job opportunities, provide Lios commentary, provide Lios prestige tier rankings, allow you to link through to relevant employer recruitment pages, organise and record your applications, and track application progress and offers where those functions are available.



- 4.2 Lios is an independent service designed to give its users useful information in connection with the above. However, it is important to note that Lios does not recruit on behalf of employers, act as your agent in relation to any job application, or guarantee the suitability, availability or outcome of any vacancy, application, interview or offer.
- 4.3 The Platform may include Lios prestige tier rankings for specific potential employers or opportunities. These rankings are based on our own conclusions drawn from available data. We will use reasonable endeavours to check our prestige tier rankings are accurate, but you should only consider them as our reasonable assessment of the relative comparison between potential employers or opportunities on the Platform from time to time.
- 4.4 Further, whilst Lios takes reasonable steps to check the information on the Platform, all information is sourced from publicly-available sources and is not generated by Lios. Lios therefore cannot and does not accept any liability for the accuracy, completeness or the content of the information on the Platform and you should verify all information on the Platform directly with the relevant third party source.
- 4.5 The Platform will display information about job opportunities. However, you must make all job applications directly to the relevant prospective employer, either through the prospective employer's own website or recruitment system. Each prospective employer is responsible for its own recruitment process, vacancy information, decisions, timelines and outcomes.
- 5 OUR COMMITMENTS ON PLATFORM FUNCTIONALITY**
- 5.1 We will provide the Platform substantially in accordance with these Terms and any description of the Platform which we make available to you before you subscribe.
- 5.2 Because the Platform depends in part on internet services, device compatibility, third-party systems and third-party content, we do not promise that the Platform will be uninterrupted, always available, error free, completely secure or suitable for every purpose.
- 5.3 We may update, develop, improve, suspend or temporarily restrict parts of the Platform from time to time, including to maintain, test, repair, improve security, address bugs or comply with legal requirements.
- 5.4 If you have an issue with the Platform or the Platform does not conform with these Terms, please contact us using the support details made available on the Platform and we will use reasonable efforts to repair, correct or otherwise address the issue within a reasonable time.

6 ACCEPTABLE USE

- 6.1 You must use the Platform only for lawful purposes and in a way that does not infringe the rights of others or interfere with the security, integrity or operation of the Platform.
- 6.2 You must not misuse the Platform or attempt to do so. In particular, you must not attempt to gain unauthorised access to the Platform or any connected systems, introduce malicious code, use automated means to scrape or harvest data except where permitted by law, impersonate any person, provide false or misleading information, or use the Platform in connection with unlawful, abusive, discriminatory or fraudulent activity.
- 6.3 If the Platform allows you to upload, store or input information, you must ensure that you have the right to provide that information and that it is accurate to the best of your knowledge.

7 THIRD-PARTY VACANCIES, EMPLOYER WEBSITES AND EXTERNAL CONTENT

- 7.1 The Platform may display vacancies, prospective employer names, logos, summaries and links to external websites or systems operated by prospective employers or other third parties.
- 7.2 We do not control any third-party website, recruitment system or employer recruitment process and we are not responsible for its content, availability, security, terms, privacy practices or outcomes. Your use of any third-party site or system will be at your own risk and subject to that third party's own terms and policies, all of which we recommend you read carefully.
- 7.3 We may remove or update job listings, links or related information if they are no longer available, inaccurate, unlawful or otherwise unsuitable for the Platform. We accept no responsibility for any inconvenience or loss you may suffer as a result.

8 APPLICATION TRACKING AND OFFERS

- 8.1 The Platform may allow you to track applications, interviews, progress updates, feedback and offers. Some of this information may be provided by you, some may be inferred from your activity, and some may depend on information made available by third parties.
- 8.2 While we will use reasonable care and skill in providing the relevant tools, you acknowledge that tracking information may not always be complete, current or accurate, particularly where it depends on information from employers or third-party systems.
- 8.3 We are not responsible for any recruitment outcome, including whether you are shortlisted, interviewed, offered a role or otherwise engaged by a prospective employer.



9 PRIVACY AND PERSONAL DATA

We process personal data in connection with the Platform. Details of how we collect, use, store and share personal data, and of your rights in relation to that personal data, are set out in our Privacy Notice, which is made available separately through the Platform.

10 PAYMENT OF SUBSCRIPTION FEES

10.1 We may introduce paid subscriptions from time to time, usually for specific features or functionality or to enable you to upgrade your Account to a premium offering or similar. We may also withdraw the Beta Service, or move some or all features into a paid offering, by giving you notice through the Platform.

10.2 Where you wish to upgrade your Account to a paid Subscription, you must pay the charges applicable to your selected Subscription as explained to you before you place your order. Charges, taxes, payment dates and billing intervals will be shown during sign-up and, where relevant, renewal.

10.3 If your Subscription renews automatically, we will tell you this clearly before you subscribe, together with the renewal frequency, the price payable on renewal and the steps you need to take to stop renewal.

10.4 You do not have to upgrade your Account to a paid Subscription, however if you do not do so you may not have access to specific functionality. We will describe this on the Platform.

10.5 When you place an order for a paid Subscription through the Platform, you are making an offer to purchase that Subscription. A contract for the paid Subscription will only come into existence when we make the paid Subscription available to you or otherwise confirm that we accept your order. We may decline your order where this is reasonably necessary, including because payment is not authorised, there is a pricing or technical error, we suspect fraud or misuse, or we are unable to provide the Subscription for legal or operational reasons.

11 HOW YOU MAY TERMINATE YOUR ACCESS TO THE PLATFORM

11.1 **Beta Service and Free Service.** You may terminate your access to the Platform at any time during the Beta Service or a Free Service, without needing to give a reason.

11.2 **Paid Subscriptions.** With respect to any paid Subscription you may take out with respect to the Platform:

11.2.1 You have a cooling-off period, which means that you can cancel your Subscription before the end of the 14th day after the date on which your Subscription begins, by following the

instructions in your Account. If you cancel within that period, we will refund the price you have paid for the Subscription, subject always to this clause 11.2.1. If, at your request, we begin supplying the paid Subscription during the cooling-off period, you must pay us for the part of the Subscription supplied up to the time you tell us that you want to cancel, and we may deduct that amount from your refund, but only to the extent permitted by law. Nothing in this clause 11.2.1 affects any statutory rights you may have in relation to digital content or digital services.

11.2.2 Outside the cooling-off period, you may cancel your Subscription in accordance with the cancellation arrangements explained to you before you subscribe and, where applicable, on renewal. Where your Subscription is for a fixed subscription period, your cancellation will ordinarily take effect at the end of the current Subscription period, unless these Terms or applicable law allow you to end it earlier.

12 HOW WE MAY SUSPEND OR TERMINATE YOUR ACCESS TO THE PLATFORM

12.1 **Beta Service.** We may terminate your Subscription to the Platform at any time during the Beta Service or a Free Service, without needing to give a reason.

12.2 Separately, we may suspend or terminate your Subscription to the Platform if:

12.2.1 You do not pay us any sums you owe to us within 7 days of those sums falling due;

12.2.2 we reasonably suspect fraud, misuse of the Platform, or other activity that is unlawful or harmful to us, the Platform or other users;

12.2.3 you become bankrupt or are otherwise subject to any equivalent personal insolvency process, and as a result we reasonably consider that continuing to provide the paid Subscription would create a material payment or enforcement risk;

12.2.4 You do not comply with any of these Terms; or

12.2.5 an event occurs that is beyond our reasonable control and which means that we are unable to continue to offer you your Subscription.

13 WHAT HAPPENS WHEN YOUR ACCESS TO THE PLATFORM COMES TO AN END

13.1 On expiry, cancellation or termination of your access to the Platform for any reason:

13.1.1 your right to access and use the Platform will end immediately and we will close your Account. You should save or export any information, records or content from your



Account that you wish to retain where the Platform allows you to do so. After your access to the Platform ends, we may delete or anonymise information, records or content associated with your Account, although we may retain certain information for a reasonable period where this is necessary for legal, regulatory, compliance, dispute-resolution, fraud-prevention or operational purposes, or as otherwise described in our Privacy Notice; and

- 13.1.2 any Subscription fees that have already fallen due will continue to be due and payable and you shall make such payment in full without delay.

14 INTELLECTUAL PROPERTY

- 14.1 We or our licensors own all intellectual property rights in the Platform and in the material made available through it, other than third-party content made available by third parties. Nothing in these Terms or your use of the Platform will operate to give you any rights in the Platform.
- 14.2 You may use the Platform and its content only as permitted by these Terms and by law. You must not reproduce, adapt, distribute, reverse engineer or exploit any part of the Platform except to the extent permitted by law or with our prior written consent.

15 OUR RESPONSIBILITY TO YOU

- 15.1 Nothing in these Terms excludes or limits any liability which cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any of your statutory rights relating to digital content or services supplied to consumers.
- 15.2 Subject to clause 15.1, and save with respect to the Beta Service (please see clause 15.6), we are responsible for loss or damage which you suffer and which is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was within the reasonable contemplation of you and us at the time we entered into the contract.
- 15.3 We are not responsible for business losses. The Platform is provided to consumers for personal use only. If you use the Platform for any commercial, business or resale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity and we may also terminate your Subscription.
- 15.4 We are not responsible for employer decisions, the availability or content of third-party vacancies or

websites, or failures of third-party systems which are outside our reasonable control. Please also see clauses 4.2 to 4.5 above.

- 15.5 We are not responsible for losses that you could have avoided by taking reasonable action, including following our reasonable instructions to apply an update, using the Platform in accordance with these Terms, or maintaining appropriate device security and connectivity.
- 15.6 Subject to clause 15.1, during the Beta Service we accept limited responsibility and our sole liability to you will be to use our reasonable endeavours to fix any issues with the Platform so that the Platform performs materially as described.

16 CHANGES TO THE PLATFORM AND THESE TERMS

- 16.1 We may make changes to the Platform and these Terms from time to time, including to reflect improvements to the Platform, changes in functionality, technical requirements, legal or regulatory requirements, security needs or changes to our business.
- 16.2 If we make a change that is likely to have a material adverse effect on you, we will give you reasonable advance notice and, where required by law, the opportunity to end your Subscription (if relevant) before the change takes effect.

17 CONTACT, COMPLAINTS AND SUPPORT

- 17.1 If you have a question, complaint or support request, you can contact us using the contact form or via the email address in the Platform. We will correspond with you via the email address you link to your Account.
- 17.2 We will aim to deal with complaints fairly and within a reasonable time.

18 GENERAL

- 18.1 We may transfer our rights and obligations under these Terms to another organisation. If we do so, we will notify you in writing and we will ensure that the transfer will not adversely affect your rights under the contract.
- 18.2 You may not transfer your rights or obligations under these Terms to another person without our consent.
- 18.3 Each provision of these Terms operates separately. If any court or competent authority decides that any provision is unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 18.4 If we delay in enforcing these Terms, we can still enforce them later.
- 18.5 These Terms are governed by English law. If you live in Scotland, Northern Ireland or another part of the United Kingdom, you will also benefit from any mandatory provisions of the law of that jurisdiction. You may bring proceedings in the courts of the part of the United



Kingdom in which you live. If you live in England or Wales, the courts of England and Wales will also have jurisdiction.

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