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LEGAL

Terms of Use and Master Subscription Agreement

Alignix Pathways, website terms, learner terms and standard provider terms
· Version 2.0 · Last updated 17 August 2026

These terms govern use of the Alignix Pathways website and platform. They are organised into three parts. Part A sets out the website terms that apply to anyone who visits the site. Part B sets out the terms that apply to learners and other authorised end users who access an account on the platform. Part C (the Master Subscription Agreement) sets out the standard commercial terms on which Alignix provides its services to providers.

These terms are agreed in a separate agreement between a provider and Alignix.

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Part A – W

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A1.3 Access to the platform itself is by invitation, provider subscription or pilot application. Public pages, demos and sample reports are provided for information only and do not create any contractual right to use the platform.

A1.4 We may update the Site and these website terms from time to time. Continued use of the Site after changes means you accept the updated terms.

A2. Intellectual property

A2.1 Alignix Ltd and its licensors own all intellectual property rights in the Site, including text, images, code, designs, trade marks, logos and look and feel.

A2.2 You may view, download and print pages from the Site for your own internal business or personal reference, provided you do not modify the content and do not remove any copyright or trade mark notices.

A2.3 You must not copy, reproduce, republish, distribute, sell, license or create derivative works from any part of the Site except as permitted by law or with our prior written consent.

A3. Acceptable use

A3.1 You must

(a) use it in a way that does not damage, delete, corrupt, alter, interfere with or interfere with the operation of the Site or its servers or systems;

(b) attempt to access, use, copy, reproduce, republish, distribute, sell, license or create derivative works from any part of the Site except as permitted by law or with our prior written consent;

(c) use the Site to post, upload, transmit, distribute, sell, license or create derivative works from any part of the Site except as permitted by law or with our prior written consent;

(d) scrape, harvest, copy, reproduce, republish, distribute, sell, license or create derivative works from any part of the Site except as permitted by law or with our prior written consent;

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(e) use the Site for any fraudulent or unlawful purpose.

A3.2 We may suspend or restrict access to the Site if we reasonably believe these rules are being broken.

A4. Demo and sample content

A4.1 Any sample reports, demo data, screenshots or previews shown on the Site are illustrative only. They do not represent a guarantee that any particular learner, provider or outcome will achieve the same results.

A4.2 Demo data is synthetic and does not relate to real individuals unless clearly stated.

A5. Links to third party sites

The Site may contain links to third party websites or services. We are not responsible for the content, policies or practices of those third parties.

A6. Changes to website terms

We may revise Part A at any time by publishing an updated version on the Site. We will notify you by email if we make changes to the top of this page.

Part B – Learner

B1. Learner

B1.1 These terms and conditions apply to all Pathways platform users (referred to as “User”).

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B1.2 A learner account is created when a training provider invites you, or when you are enrolled through a pilot programme or other authorised route. You do not create your own learner account independently of a provider or pilot.

B1.3 Your account is personal to you. You must not share your login details with anyone else or allow anyone else to use your account.

B1.4 You must provide accurate information when completing your profile, intake form or any other onboarding steps. You must keep that information up to date.

B2. Account security

B2.1 You are responsible for keeping your account credentials secure and confidential.

B2.2 You must tell your provider and Alignix promptly if you suspect any unauthorised access to or use of your account.

B2.3 Alignix may suspend or terminate your account if we suspect it has been compromised or is being used in breach of these terms.

B3. Acceptable use

B3.1 You must

B3.2 You must

(a) upload, store

defamatory, or

(b) impersonate

qualifications

(c) interfere with

networks;

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(d) attempt to access data, accounts or areas of the platform that you are not authorised to access;

(e) reverse engineer, decompile or copy any part of the platform except as permitted by law; or

(f) use the platform to build a competing product or service.

B4. Learner content

B4.1 “**Learner Content**” means any information, documents, CVs, evidence, answers, notes or other material that you upload, enter or create on the platform.

B4.2 You retain ownership of your Learner Content. You grant Alignix a non-exclusive, royalty-free licence to host, copy, store, transmit and process your Learner Content to the extent necessary to provide, support and maintain the platform, and as permitted by the data processing agreement between Alignix and your provider.

B4.3 You are responsible for the accuracy and lawfulness of your Learner Content. You must only upload content that you have the right to share.

B4.4 Your provider may view, review and download your Learner Content as part of its service. Your provider may also access your Learner Content for its own services or to provide support to you.

B5. AI-generated content

B5.1 The platform provides AI-generated content, including roadmaps, workflows, and other outputs (“AI Content”).

B5.2 AI Output is subject to our general guidance on AI Content.

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or inaccurate and do not constitute professional careers, legal, financial or other advice.

B5.3 You are responsible for reviewing AI Outputs before relying on them. You should discuss important career decisions with your provider, careers adviser or another appropriate professional.

B5.4 To the fullest extent permitted by law, Alignix gives no warranty as to the accuracy, completeness, reliability or fitness for any particular purpose of any AI Output.

B6. Provider responsibility

B6.1 Your provider is responsible for inviting you, managing your account and deciding how the platform is used as part of your programme.

B6.2 If you have questions about your course, eligibility, funding or progression, you should contact your provider in the first instance.

B6.3 Your provider is responsible for your acts and omissions on the platform as if they were its own.

B7. Ending learner access

B7.1 Your provider is responsible for ending your access to the platform at any time, for example if you breach Part A or if your subscription expires.

B7.2 Alignix may end your access to the platform at any time if you breach Part A or if your subscription expires.

B7.3 On suspension of your access to the platform, you will be responsible for any costs incurred in accordance with the provider's instructions.

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B8. General

B8.1 Part B is governed by the laws of England and Wales.

B8.2 If any provision of Part B is found to be invalid or unenforceable, the remaining provisions continue in full force.

Part C – Master Subscription Agreement

This Agreement

This Master Subscription Agreement (the "Agreement") is made between:

(1) **Alignix Ltd**, a company registered in England and Wales with company number 17268592, whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ ("**Alignix**", "**we**", "**us**"); and

(2) the organisation identified as the Provider in the relevant Order Form (the "**Provider**", "**you**").

Each a "**party**" and together the "**parties**".

Background

(A) Alignix operates a platform that enables users to work simulations

(B) The Provider agrees to the terms of this Agreement

(C) The parties agree that this agreement will be governed by the law described in clause

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(D) Authorised Learners and other end users access the Platform subject to Part A and Part B of this document, which the Provider agrees to communicate to its learners as appropriate.

1. Definitions and Interpretation

1.1 In this Agreement, the following words have the following meanings:

"Account" means a registered user account on the Platform, whether for a Provider administrator or an Authorised Learner.

"Agreement" means this master subscription agreement together with its Schedules and the Order Form.

"Authorised Learner" means an individual learner enrolled with or supported by the Provider whom the Provider authorises to access and use the Platform, up to the number of learner seats set out in the Order Form.

"Authorised User" means any individual who accesses the Platform through an Account, including Authorised Learners and Provider administrators.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

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"DPA" means the data processing agreement entered into between the parties as referred to in clause 7.

"Effective Date" means the date set out in the Order Form or, if none is stated, the date of the last signature to the Order Form.

"Fees" means the subscription fees and any other charges payable by the Provider as set out in the Order Form.

"Initial Term" means the initial subscription period set out in the Order Form.

"Intellectual Property Rights" means patents, copyright and related rights, database rights, trade marks, trade names, designs, know-how, and all other intellectual property rights, in each case whether registered or unregistered, and all applications for and renewals of any of them.

"Learner Content" means any content uploaded, entered or created on the Platform by an Authorised Learner.

"Order Form" means the document recording the commercial terms of the Provider's Subscription.

"Platform" or **"Pathways"** means the Alignix Pathways software-as-a-service application made available by Alignix at pathways.alignix.co.uk, including its career roadmap, work simulation, assessment and related features and any updates to it.

"Provider Data" means any data entered, entered or input into the Platform by an Authorised Learner or an Authorised Learner.

"Renewal Term" means the period set out in clause 2.

"Subscription" means the subscription to the Platform during the period set out in the Order Form.

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"Term" means the Initial Term together with any Renewal Terms, as described in clause 2.

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 or any equivalent tax.

"Website User" means any person who visits the Site, whether or not they have an Account.

1.2 In this Agreement, unless the context otherwise requires:

(a) headings are for convenience only and do not affect interpretation;

(b) words in the singular include the plural and vice versa;

(c) a reference to a statute or statutory provision includes it as amended, extended or re-enacted from time to time;

(d) any phrase introduced by "including", "include" or similar is illustrative and does not limit the words preceding it; and

(e) a reference to a clause or Schedule is to a clause of or Schedule to this Agreement.

1.3 If there is any conflict or inconsistency between the documents making up this Agreement, the main body of this Agreement prevails, except that (a) the DPA prevails on any matter concerning the Processing of Personal Data and (b) the Order Form prevails on any matter concerning the Order Form records (such as the Order Form).

1.4 Part A and the Authorisation and Authorisation Agreement. V to a Provider

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2. Comme

2.1 This Agreement begins on the Effective Date and continues for the Initial Term, unless terminated earlier in accordance with its terms.

2.2 After the Initial Term, this Agreement renews automatically for successive Renewal Terms, each equal to the renewal period stated in the Order Form (or, if none is stated, 12 months), unless either party gives the other written notice of non-renewal no later than the notice period stated in the Order Form (or, if none is stated, 60 days) before the end of the then-current term.

2.3 Access to the Platform is provisioned on an invite basis. Alignix will issue administrator access to the Provider's nominated administrator following the Effective Date and receipt of the first payment due under clause 6.

3. Provision of and Access to the Platform

3.1 Subject to the Provider paying the Fees and complying with this Agreement, Alignix grants the Provider a non-exclusive, non-transferable, revocable right during the Term to access and use the Platform for its internal training and learner-support purposes, and to permit its Authorised Learners to access and use the Platform.

3.2 The Provider shall ensure that the number of seats available for its Authorised Learners does not exceed the number of seats available for its Authorised Learners at the time of purchase. The Provider shall ensure that the number of seats available for its Authorised Learners does not exceed the number of seats available for its Authorised Learners at the time of purchase.

3.3 The Provider shall ensure that the number of seats available for its Authorised Learners does not exceed the number of seats available for its Authorised Learners at the time of purchase. The Provider shall ensure that the number of seats available for its Authorised Learners does not exceed the number of seats available for its Authorised Learners at the time of purchase.

3.4 Alignix may

time to time, provided that it does not materially reduce the core

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functionality of the Platform during the Term.

4. Alignix Obligations

4.1 Alignix will provide the Platform with reasonable skill and care.

4.2 Alignix will use commercially reasonable efforts to make the Platform available, but does not warrant that the Platform will be uninterrupted or error-free. Alignix may carry out planned maintenance and will give reasonable notice where practicable. Alignix may carry out emergency maintenance without notice where reasonably necessary.

4.3 Alignix will provide support by email to its designated support address during Business Days and will use reasonable endeavours to respond to support requests within a reasonable time.

5. Provider Obligations and Acceptable Use

5.1 The Provider will use the Platform in accordance with this Agreement and all applicable laws.

5.2 The Provider warrants that it has, and will maintain, all rights, consents and

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5.5 The Provider will not, and will not permit any Authorised Learner or third party to:

- (a) resell, sublicense, rent or otherwise make the Platform available to any third party beyond its Authorised Learners;
- (b) copy, modify, reverse engineer, decompile or attempt to derive the source code of the Platform, except to the extent permitted by law;
- (c) introduce any virus, malware or other malicious code into the Platform;
- (d) use the Platform to build or assist in building a competing product or service;
- (e) use the Platform unlawfully or in any way that infringes the rights of any third party; or
- (f) exceed the Authorised Learner seat limit set out in the Order Form.

5.6 The Provider will comply with any reasonable acceptable use guidance that Alignix notifies to it from time to time.

5.7 The Provider will bring Part A and Part B of this document to the attention of its Authorised Learners and other Website Users as appropriate.

6. Fees and

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6.3 Access to the Platform for each subscription period is conditional on Alignix receiving cleared payment of the Fees due for that period.

6.4 All Fees are exclusive of VAT, which the Provider will pay at the applicable rate where chargeable.

6.5 If any undisputed sum is not paid when due, then without prejudice to its other rights Alignix may: (a) charge interest on the overdue amount under the Late Payment of Commercial Debts (Interest) Act 1998; and (b) suspend the Provider's and its Authorised Learners' access to the Platform on not less than 7 days' written notice until payment is received.

6.6 Except as expressly stated in this Agreement or required by law, all Fees are non-refundable.

6.7 Alignix may revise the Fees for any Renewal Term by giving the Provider not less than 30 days' written notice before the end of the then-current term.

6.8 The Provider will pay all sums due under this Agreement in full without set-off, counterclaim, deduction or withholding, except as required by law.

7. Data Protection

7.1 Each party
Data Protection

7.2 In respect
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7.3 In respect
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policy published at pathways.alignix.co.uk.

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7.4 The parties have entered into a data processing agreement governing the Processing of Personal Data under this Agreement (the “**DPA**”). The DPA is incorporated into and forms part of this Agreement by this reference. By entering into this Agreement, the Provider agrees to and accepts the DPA. If there is any conflict or inconsistency between the DPA and the remaining terms of this Agreement in relation to the Processing of Personal Data, the DPA prevails. A current copy of the DPA is available at pathways.alignix.co.uk/legal.

7.5 Each party will provide reasonable cooperation to the other, at the other’s reasonable cost, to enable the other to comply with its obligations under the Data Protection Legislation.

8. Intellectual Property

8.1 Alignix and its licensors own all Intellectual Property Rights in and to the Platform and the Site. Nothing in this Agreement transfers any such rights to the Provider or any Authorised User. The Provider receives only the limited right of access set out in clause 3.

8.2 The Provider owns all Intellectual Property Rights in Provider Data. The Provider grants Alignix a non-exclusive, royalty-free licence to host, copy, store, transmit and process Provider Data to the extent necessary to provide the Platform, and

8.3 The Provider grants Alignix a non-exclusive, royalty-free licence to use, copy, store, transmit and process Provider Data to the extent necessary to provide the Platform, and

8.4 Alignix may use Provider Data to improve the Platform, and

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8.5 Authorised Learners retain ownership of their Learner Content and grant Alignix the licence described in clause B4.2.

9. AI-Generated Content

9.1 The Platform uses artificial intelligence to generate career roadmaps, work simulations, assessments and related outputs ("AI Outputs").

9.2 AI Outputs are generated automatically, are provided for general guidance and informational purposes only, and may be incomplete or inaccurate. AI Outputs do not constitute professional, careers, legal, financial or other advice.

9.3 The Provider is responsible for reviewing AI Outputs before relying on them, and for any decision that the Provider or any Authorised Learner takes on the basis of them.

9.4 To the fullest extent permitted by law, Alignix gives no warranty as to the accuracy, completeness, reliability or fitness for any particular purpose of any AI Output.

10. Confidentiality

10.1 "Confidential"

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10.2 Each party
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10.3 The obligations in this clause do not apply to information that is or becomes public other than through breach of this Agreement, is independently developed without reference to the other party's Confidential Information, is lawfully received from a third party without restriction, or is required to be disclosed by law or a regulator (in which case the disclosing party will, where lawful, give reasonable prior notice).

10.4 This clause survives termination of this Agreement for a period of 3 years, except in relation to trade secrets, where the obligations continue for as long as the information remains a trade secret.

11. Warranties

11.1 Alignix warrants that it has the right to enter into and perform this Agreement and that it will provide the Platform with reasonable skill and care.

11.2 Except as expressly set out in this Agreement, the Platform is provided on an "as is" and "as available" basis, and all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.3 The Provider warrants that it has the right to provide Provider Data to Alignix. The Provider warrants that it has the right to provide Provider Data in accordance with the applicable laws and regulations and the rights of any third party.

12. Limitation of Liability

12.1 Nothing in this Agreement shall limit or exclude the liability for: (a) death or personal injury; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law.

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12.2 Subject to clause 12.1, neither party is liable to the other for any indirect or consequential loss, or for any loss of profit, revenue, business, goodwill, anticipated savings, or loss or corruption of data (save, in the case of loss or corruption of Personal Data, to the extent arising from a party's breach of its obligations under the Data Protection Legislation or the DPA).

12.3 Subject to clause 12.1, each party's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total Fees paid by the Provider under this Agreement in the 12 months immediately preceding the event giving rise to the claim.

12.4 If the Order Form specifies a different liability cap, that cap applies in place of the cap in clause 12.3.

13. Indemnity

13.1 The Provider will indemnify Alignix against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from or in connection with: (a) the Provider's breach of clause 5 (Provider Obligations and Acceptable Use) or its obligations as Controller under the Data Protection Legislation; or (b) any claim that Provider Data or its Processing is in breach of applicable law or in breach of the Provider's obligations in accordance with applicable law. The Provider's obligation to indemnify shall survive the termination or expiration of this Agreement and shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for any party or has been or may be received by or for any party.

13.2 The indemnity shall be limited to the actual loss suffered by the Provider and shall not exceed the total Fees paid by the Provider to the Provider in the 12 months immediately preceding the event giving rise to the claim (provided that the Provider has given its prior written consent), and shall not include any punitive or consequential damages or expense.

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14. Termina

14.1 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement and, where the breach is capable of remedy, fails to remedy it within 30 days of written notice requiring it to do so.

14.2 Either party may terminate this Agreement immediately by written notice if the other party becomes insolvent, is unable to pay its debts as they fall due, enters into administration, has a receiver, administrative receiver or administrator appointed, passes a resolution for winding up, or ceases or threatens to cease to carry on business.

14.3 Alignix may suspend the Provider's access to the Platform in accordance with clause 6.5 (non-payment), or where the Provider is in serious or repeated breach of clause 5, and any such suspension will not constitute a breach of this Agreement by Alignix.

14.4 Termination of this Agreement does not affect any rights, remedies or liabilities that have accrued up to the date of termination.

15. Consequences of Termination

15.1 On expiry or termination of this Agreement, the Subscription ends and the Provider ceases to have access to the Platform, and the Provider shall not access or use the Platform or any data stored on the Platform.

15.2 All Fees payable by the Provider shall become immediately due and payable on termination of this Agreement.

15.3 For a period of 90 days following termination of this Agreement, the Provider shall make good any damage to the Platform or any data stored on the Platform that period, in accordance with applicable law.

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15.4 Clauses which by their nature are intended to survive termination, including clauses 1, 7 (to the extent relating to export and deletion), 8, 10, 12, 13 and 17, survive expiry or termination of this Agreement.

16. Force Majeure

16.1 Neither party is liable for any failure or delay in performing its obligations (other than an obligation to pay) caused by an event beyond its reasonable control. The affected party will notify the other as soon as reasonably practicable. If the event continues for more than 60 days, either party may terminate this Agreement by written notice.

17. General

17.1 This Agreement, together with the Order Form and the DPA, constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings. Neither party has relied on any statement or representation not set out in this Agreement, save that nothing limits liability for fraud.

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17.5 If any provision of this Agreement is found to be invalid or unenforceable, it will be modified to the minimum extent necessary, or if that is not possible, deleted, and the remaining provisions will continue in full force.

17.6 Notices under this Agreement must be in writing and may be sent by email to the addresses set out in the Order Form (and, for Alignix, to info@alignix.co.uk). A notice sent by email is deemed received at the time of transmission, or if sent outside Business Hours, at the start of the next Business Day.

17.7 Nothing in this Agreement creates a partnership, joint venture or agency relationship between the parties.

17.8 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

17.9 This Agreement may be executed in counterparts, including by electronic signature, each of which when executed is an original and together they constitute one agreement.

17.10 This Agreement and any dispute or claim arising out of or in connection with it is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Commercial

The specific conditions of sale, including the terms of payment, seats, the bill of materials and the renewal terms, are set out in the Agreement signed by Alignix. This Agreement is subject to the terms of this Agreement.

This Agreement is subject to the terms of this Agreement which incorporate the terms of the

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Data Processing Agreement

The Data Processing Agreement (DPA) between Alignix Ltd and the Provider is incorporated into and forms part of this Agreement in accordance with clause 7.4. In summary, the DPA records that the Provider is the Controller and Alignix is the Processor of Authorised Learner Personal Data; that Alignix Processes that Personal Data only on the Provider's documented instructions; the sub-processors engaged by Alignix; and that, on termination, Provider Data is made available for export for 30 days and then deleted or anonymised, except where retention is required by law.

The current version of the DPA is available here: [Data Processing Agreement](#).

Alignix Ltd · Company number 17268592 · 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ

These terms are provided for reference. The binding version for providers is the Order Form signed by the Provider, which incorporates these terms. Website users and Authorised Users are bound by the applicable parts of this document as described above.

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