

Earlybird Customer Standard Terms of Service

Last updated 7 July 2025

These terms (together with the documents referred to in them) describe how you may make use of certain software as a service ("**Services**") which are made available to you via our web app, mobile app and other software applications (each application a "**Platform**"), as well as all information, reports and data made available to you and your employees about your end users, including output generated by our AI agent in relation to the Services "**Service Data**"). This Agreement, the Order Form (including any additional terms) and any policies referenced therein, including but not limited to, the Privacy Policy, Acceptable Use Policy and DPA are together referred to as the "**Agreement**".

Please read these terms carefully before you start to use the Services. Certain Services may be subject to additional terms and conditions which will be set out in the relevant order form.

These terms refer to the following additional policies which also apply to your use of the Services. By agreeing to these terms, you also agree to each of these additional policies :

Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, that you provide to us or that we collect from your participants and information about the use of cookies on the Platform.

Our [Acceptable Use Policy](#), which sets out the permitted uses of our Services, including any materials and data transmitted using the Services.

Our [Data Processing Agreement \(DPA\)](#), which sets out how we will process personal data when we are a Data Processor.

1. Introduction

Career Ear Limited, trading as Earlybird ("**Earlybird**", "**us**", "**our**", "**we**") is the provider of the Services and operator of the Platform. We are registered in England and Wales under company number 11479497 and our registered office is at International House, Canterbury Crescent, London SW9 7QD. You are the customer ("**Customer**", "**you**", "**your**") whose details are set out on the Earlybird order form by which you agree to subscribe to the Services ("**Order Form**"). By returning the Order Form to us, you agree to this Agreement and the other terms of this Agreement.

2. Your Order

The Order Form sets out the type of Services which you wish to access and purchase, the number of reports, optional features, usage-based limits, as well as the price for all Services you have chosen ("**Subscription Fees**"). The Order Form also sets out the period of your subscription for the Services. This period, together with any renewal periods under clause 13, and subject to earlier termination in accordance with this Agreement, is the "**Subscription Term**".

3. User account

Any user appointed by you (typically an employment advisor) or any other person to whom you grant access to our Services will be an "**Authorised User**". You are responsible for any use of our Services with your account details, which includes all user passwords or codes generated for each Authorised User, and for protecting your account details from unauthorised use. You are also responsible for the security of any computer or mobile device from which you sign in to your account or from which Authorised Users sign in to their accounts. You will be responsible for setting the access rights for each of your Authorised Users and for ensuring that the maximum number of Authorised Users shall not exceed the usage-based limits as set out in the Order Form. You will not share or otherwise allow your account details to be used to access or use the Services by any other individual or company, unless expressly permitted in this Agreement. You shall also ensure that each Authorised User shall keep his or her account credentials confidential.

4. Services

Our Services to you are as described in the Order Form. We undertake that the Services will be performed in a professional manner in accordance with industry standards using

reasonable skill and care, and in conformance with the description of the Services. This undertaking shall not apply to the extent of any non-conformance which is caused by your use of the Services contrary to our instructions or this Agreement, or any alteration or modification made to the Services or the software used in the provision of the Services by a third party who is not authorised by us. You understand and agree that we have no obligation to modify software to support your use of the Services.

From time to time, we may introduce new services, features or functionality to the Services. This Agreement will apply to such new services, features or functionality, unless they come with separate or additional terms, in which case you will be required to agree to such separate or additional terms before being permitted to use the new services, features or functionality.

5. Accessing the Services

Whilst we will make reasonable efforts to ensure the Services are operational 24 hours a day, 7 days a week, we do not guarantee that the Services will always be available or be uninterrupted.

We reserve the right to suspend your access to or use of the Services without notice in the event you breach this Agreement or if we reasonably suspect that you have breached this Agreement, or if we consider it reasonably necessary to safeguard the security or integrity of our Platforms.

6. Using the Services

You will:

- Provide us with all necessary cooperation in relation to this Agreement and all necessary access to information that we require to deliver the Services;
- Comply with all applicable laws and regulations with respect to your activities under this Agreement;
- Ensure that the Authorised Users use the Services and Service Data in accordance with this Agreement, and you shall be responsible for any Authorised User's breach of this Agreement;

- Obtain and maintain all necessary licences, consents and permissions necessary for you, your contractors and agents to perform their obligations and exercise their rights under this Agreement, including, without limitation, to use the Services;
- Be solely responsible for the management of the health and wellbeing of your Authorised Users, including the actions taken by any of them, and assessments and/or recommendations or the raising of alerts made by you, your end users, employees or your sub-contractors or agents;
- Be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet; and
- Notify us in the event of any actual or suspected unauthorised use of the Services or part of the Services and/or the Service Data.

The licence granted to you to make use of the Services and Service Data, does not permit you to do, and you shall not do nor permit any third party to do, any of the following:

- Embed our Services or Service Data into any product of yours or any third party (unless we have agreed with you to do this as part of a bespoke software development project);
- Make available through automated or manual means any part of the Services or the Service Data, by way of crawling, scraping, spidering or otherwise;
- Copy or access all or any part of the Services or the Service Data other than via the interface(s) provided to you by us for the permitted purposes set out in this Agreement;
- Use, copy, modify, adapt or create derivative works from, decode, reverse engineer, disassemble, decompile or otherwise translate or convert any element of the Services; or

- Circumvent or attempt to override any security features we have installed around the Services or the Service Data.

You further agree to comply with the Acceptable Use Policy with regards to your use of the Services and Service Data, including any material and data you transmit using the Services. This Acceptable Use Policy is hereby incorporated into this Agreement. A breach of the Acceptable Use Policy will constitute a breach of this Agreement, and may result in termination or suspension of your account in accordance with these terms.

7. Payment

You agree to pay us the Subscription Fees as set out on the Order Form (which do not include VAT which may also be payable). You will provide us with valid, up-to-date and complete payment details to enable us to process your payment. You authorise us to bill your payment card or bank account for the Subscription Fees monthly or annually, or to otherwise be paid within 30 days of date of invoice (as stated on the Order Form) in advance and for additional purchases of subscriptions during the Subscription Term.

We may increase or otherwise change the Subscription Fees from time to time but we will communicate any pricing changes to you with notice of no less than one month. If you do not agree to the increases, you may terminate your agreement with not less than fourteen (14) days' notice.

8. Rights we grant you

During the Subscription Term, we will provide you access to use the Services as described in the Order Form. Earlybird hereby grants you a non-exclusive, non-transferable right, without the right to grant sublicences, to access and use the Services and the Service Data during the Subscription Term. This right shall only be exercised through your Authorised Users.

Your Subscription Term is stated on the Order Form and (if applicable) will renew automatically for further periods as set out in clause 13 below. To prevent automatic renewal of the subscription, you must notify us as set out in clause 13.

You promise and agree that you will only make use of the Services and Service Data as permitted in this Agreement, and that you will not redistribute or transfer the Services or Service Data, or any part of them save for compliance with any legal obligation.

You acknowledge that all intellectual property rights in the Services, the Service Data and the Platform anywhere in the world belong to us or our licensors, and that you have no rights in or to the Services, Service Data or the Platform other than as set out in clauses 9 and 10 below.

9. Data and rights you give us

To enable your use of the Services, we will need to process data and information provided you, including personal data about the Authorised Users and your end users. As such, we require, and you hereby grant us, a worldwide, non-exclusive, royalty free licence to store, use, reproduce, display and transmit such data and any other materials transmitted via the Service to the extent necessary to enable your use of the Services and our ongoing development of the Services. This licence shall remain in effect for the duration of the Subscription Term and any renewal period.

In addition to the rights granted to us above, we also require, and you hereby grant to us, a licence to store, use, reproduce, display and transmit any such data and any other materials transmitted via the Service in anonymised format only for analytical purposes, system development and training (including machine learning activities) and to improve our Services. This licence shall remain in effect unless and until you email us at customersupport@getearlybird.ai and expressly ask us to delete such data from our database. For the avoidance of doubt, this licence will not end upon termination of this Agreement.

You grant to Earlybird a right to use your trade name and trademarks and refer to the Customer as a reference partner in customer listings and other marketing documentation and activities relating to the Services, provided that such use is in accordance with good business practice and in a manner to promote the reputation and goodwill of said Customer trade name and trademarks.

10. Data Protection and Privacy

For the purpose of this Agreement, Data Protection Laws means the UK GDPR as defined in section 3(10) (and supplemented by section 205(4)) of the Data Protection Act 2018 and any other laws of the United Kingdom that relate to the protection of personal data as may be amended or superseded from time to time. The terms “Personal Data”, “Data Subject”, “Data Controller”, “Data Processor” and “Process” shall have the meaning given to them under Data Protection Laws.

Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 10 is in addition to, and does not relieve, remove or replace, either our or your obligations or rights under Data Protection Laws.

We will use your Authorised User’s personal data only in order to provide the Services to you and only as permitted under applicable Data Protection Laws, this Agreement (including our Privacy Notice and DPA).

For the avoidance of doubt, we will be the data controller in respect of all personal data provided through our Services by your Authorised Users, and the data processor in providing the Service for your end users engaging with our software.

11. Limitation of liability

You agree to the following limitations on our liability to each other:

Exclusion of certain losses: We shall not be liable to each other for (i) any loss of profits, business, anticipated savings, goodwill or business opportunity, business interruption, loss or corruption of data or information, or (ii) any special, indirect or consequential loss or damage, in each case howsoever arising under this Agreement; and

Cap on liability: Our maximum aggregate liability to each other (including in respect of the indemnity in Clause 12) in contract, tort (including negligence) breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the higher of either: i) the total amount paid to us in the 12 month period preceding the date on which the claim arose; or ii) £100.

Further, due to the nature of the Services, we do not take responsibility for any damage or loss caused by errors or omissions in any content, information or instructions provided by you or any Authorised User to us in connection with the Services, any

recommendations by you or any Authorised User on the health or wellbeing of your end users, assessments made by you or any Authorised User or your employees, on the health, wellbeing or safety of your end users, or any action taken by us (or not taken by us) at your direction.

Nothing in this Agreement shall exclude either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law. All warranties, conditions, representations or other terms implied by statute or common law in relation to the Services, the Service Data and the Platform provided by us are excluded to the fullest extent permitted by law. The Services, Service Data, and Platform are provided to you on an "as is" basis.

12. Indemnity

Subject to the cap on liability in clause 11 above, you will defend, indemnify and hold Earlybird harmless against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services, Service Data or Platform in breach of this Agreement or other agreements referred to in this Agreement (including, but not limited to, the Acceptable Use Policy).

Subject to the cap on liability in clause 11 above, Earlybird will defend, indemnify and hold you harmless against claims, actions, proceedings, losses, damages and costs arising out of any claim made against you by a third party alleging that the Services, Service Data, or Platform infringe their intellectual property rights as long as:

- You give us prompt notice of any claim, and do not make any admission or other statement that may prejudice the defence or settlement of the claim;
- You provide us reasonable co-operation in the defence and settlement of such claim, at our expense; and
- You give us sole authority to defend or settle the claim.

In the defence or settlement of any such claim, we may procure the right for you to continue using the Services and/or Service Data, replace or modify the Services and/or Documents so that they become non-infringing or terminate this agreement without any additional liability or obligation to pay you damages or additional costs.

The indemnity we give you in this clause 12 shall not apply to the extent that the alleged infringement is based on:

- a. a modification of the Services, Service Data, or Platform by anyone other than us or any party we authorise to make such modification;
- b. your use of the Services, Service Data, or Platform in a manner contrary to our instructions to you, or in a manner not permitted under the Agreement;
- c. your continued use of the Services, Service Data, or Platform after you receive notice of the alleged or actual infringement; or
- d. your breach of this Agreement.

This clause 12 sets out your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any third party intellectual property rights.

13. Termination and Renewal

This Agreement shall commence on the date specified on your Order Form, and shall continue for the initial Subscription Term and thereafter unless otherwise specified in your Order Form, your subscription will automatically renew for successive periods of the initial subscription term, or one year, unless:

- you or we give written notice of termination which must be received no less than ten (10) days in advance of the end of the Subscription Term or renewal period (if applicable); or
- the agreement is otherwise terminated in accordance with its terms.

Except as expressly provided in the Order Form, renewal of subscriptions will be at Earlybird's applicable list price in effect at the time of the applicable renewal.

You may terminate this Agreement at any time by sending an email to customersupport@getearlybird.ai and ceasing all use of the Services, Service Data, and Platform. You will be liable to pay the Subscription Fees for the remaining length of your Subscription Term (including any renewal period if applicable) but no further payments will be required once your Subscription Term comes to an end.

We may suspend or terminate this Agreement immediately, without notice, in the event that:

- (a) you commit a material or persistent breach,
- (b) the Services are discontinued,
- (c) we lose the right to provide you with the Services, or
- (d) where the provision of the Services becomes unlawful.

Upon termination of this Agreement:

- all rights granted to you under this Agreement, including the right of access in clause 8, shall cease;
- you must cease all activities authorised by this Agreement, including use of the Services and Service Data;
- all fees payable to us under this Agreement shall become due and shall be billed immediately, despite any other provision;
- and you must immediately uninstall, delete or remove from all computer equipment in your possession or control, and destroy or return to us all copies of, any software used in the provision of the Services.

14. Confidentiality

Confidential Information means all confidential documents and information of either party, its respective vendors, licensors and other third parties or any information that is marked as confidential or which a reasonable business person would consider to be of a confidential nature, including without limitation, business information, customer lists, pricing of products or services, technology, agreements, business plans, software, technical documentation, and other information which is not publicly available.

Customer and Earlybird agree that each party shall maintain the confidentiality of and shall not disclose to any third party any Confidential Information that a party (the **"Disclosing Party"**) may furnish or otherwise make available to the other party (the **"Receiving Party"**) in connection with the Services as permitted under this clause 14.

The Receiving Party may disclose the Disclosing Party's Confidential Information:

- (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. The Receiving Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this clause 14; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

The Receiving Party agrees to use Confidential Information solely for the performance of its obligations under this Agreement. The parties' obligations under this provision shall survive termination of this Agreement, but such obligations shall not include information that is or becomes part of the public domain through no act or omission of the Receiving Party or breach by the Receiving Party of this Agreement.

15. Other important terms

Assignment and other dealings: You may not assign, transfer, sub-licence or deal in any other manner with any or all of your rights under this Agreement, without our prior written consent.

Waiver: A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of this Agreement.

Relationship: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties or constitute any party the agent of another party.

Third Party Rights: No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

Entire Agreement: This Agreement and all documents referred to in them, constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Jurisdiction/Governing Law: This Agreement, their subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

16. Contact us

To contact us, or if you are experiencing problems with the Services, please email customersupport@getearlybird.ai