Lief.care Terms of Service

October 2026

Document control

Version	Date	Reason for amendment
1.0	March 2025	Original Terms of Service
2.0	October 2026	Data Processing Agreement updated to meet Article 28 UK GDPR, including UK data hosting, AI features, sub-processors, international transfers and breach notification

Key Points Summary

Welcome to Lief.care! Before you start using our service, please read this summary of key points from our Terms of Service. This summary doesn't replace the full Terms, but it highlights the most important information you need to know.

1. What We Do

Lief.care provides a web application for managing data related to staff, residents and facilities in children's homes, care homes and supported accommodation.

2. Who Can Use Lief.care

You must be at least 16 years old to use our service. If you're using Lief.care on behalf of an organisation, you must have the authority to bind that organisation to our Terms.

3. Your Responsibilities

- Provide accurate information when creating your account
- Keep your account credentials confidential
- Use Lief.care in compliance with our Acceptable Use Policy
- Ensure you have the right to share any data you upload to Lief.care

4. Data Privacy and Security

We take data protection seriously. When you use Lief.care, you are the data controller for the information you enter, and we act as your data processor. We process your data in line with UK data protection law (the UK GDPR and the Data Protection Act 2018) and the data processing terms in clause 7 of the full Terms.

All customer data is hosted in the UK. We are certified to ISO/IEC 27001:2022 and Cyber Essentials Plus. Please read our Privacy Notice on our website and ask privacy@lief.care for our Sub-Processor Register and our DPIA and DPIA template which will help you to author your own.

5. Pricing and Discounts

Our pricing is based on the type of home you manage (supported accommodation, children's homes or floating support), the number of homes and whether you choose monthly or yearly billing. Here's a summary of our pricing and available discounts:

Supported accommodation

Number of homes	Monthly	Yearly
1–5	£99	£900 (25% off)
6–10	£89 (10% off)	£900 (25% off)
11+	£84 (15% off)	£840 (30% off)
Floating support		
Per young person	£35	£315 (25% off)

Children's homes

Number of homes	Monthly	Yearly
1–5	£199	£1,800 (25% off)
6–10	£179 (10% off)	£1,800 (25% off)
11+	£169 (15% off)	£1,680 (30% off)
Single-bed homes		
Per child or young person	£99	£891 (25% off)

Special discounts

- **Introductory offer:** 50% off for the first 3 months across all homes, starting from the day you're onboarded onto the platform, regardless of whether you have any children or young people added.
- **No young person discount:** 100% off until you add your first young person to the platform. This discount can overlap with the introductory offer.

6. Billing and Payment

6.1 Invoice generation and due date

6.1.1 Invoices for the Services will be generated at the commencement of your subscription or in advance of the relevant billing period (for example, at the beginning of each month for monthly subscriptions).

6.1.2 **All invoices are due and payable within thirty (30) days from the date of invoice issuance ("Payment Due Date").**

6.2 Overdue payments

6.2.1 An invoice becomes overdue if not paid by the Payment Due Date.

6.2.2 Overdue invoices will be subject to the following escalation procedure:

(a) On the Payment Due Date: an automated payment reminder will be sent by email.

(b) Fifteen (15) days after the Payment Due Date: a second automated payment reminder will be sent by email.

(c) Thirty (30) days after the Payment Due Date: (i) an amber alert will be displayed within the Lief platform for account managers and (ii) an additional payment reminder will be sent by email.

(d) Thirty-seven (37) days after the Payment Due Date: (i) an urgent alert will be displayed within the Lief platform for account managers and (ii) an additional payment reminder will be sent by email.

(e) Forty-four (44) days after the Payment Due Date: (i) access to the Services will be restricted for all users associated with the Customer's account and (ii) notification of service restriction will be sent by email.

6.2.3 Service restoration following restriction due to non-payment will occur only after full payment of all outstanding invoices.

6.2.4 Lief reserves the right to terminate the Services entirely for continued non-payment, as outlined in clause 11 (Term and Termination) of the full Terms.

6.3 Disputed charges

6.3.1 The Customer must notify Lief in writing of any disputed charges within fifteen (15) days of the invoice date, providing sufficient detail for Lief to investigate the matter.

6.3.2 Undisputed portions of invoices must be paid by the Payment Due Date, notwithstanding any dispute regarding other portions of the invoice.

6.3.3 The overdue payment procedures in section 6.2 will not apply to properly disputed charges until the dispute is resolved, provided the Customer has paid all undisputed amounts.

7. Changes to Service and Terms

We may modify our service or Terms at any time. We'll notify you of significant changes.

8. Termination

You can stop using Lief.care at any time by giving one month's notice. We may also terminate or suspend your access if you breach our Terms.

9. Limitations of Liability

We give the warranties set out in clause 13 of the full Terms. Other than those, we don't make any warranties about the performance of Lief.care or its fitness for a particular purpose. Our liability is limited as detailed in clause 14 of the full Terms.

10. Governing Law

These Terms are governed by the laws of England and Wales.

Remember, this is just a summary. Please read the full Terms of Service below for complete details. If you have any questions, contact us at support@lief.care.

Lief.care Terms of Service

1. Introduction

1.1 Agreement to Terms

Welcome to Lief.care. These Terms of Service and Data Processing Agreement (set out in clause 7) (collectively, the "Terms") constitute a legally binding agreement between you and Yerado Limited ("Lief.care", "we", "our" or "us"). They govern your access to and use of our online software solution for recording, storing, analysing and reporting data related to staff, residents and facilities management (the "Service"), as well as our website at www.lief.care (the "Website").

1.2 Acceptance of Terms

By accessing or using the Service or Website, you acknowledge that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Service or Website.

1.3 Changes to Terms

We reserve the right to modify these Terms at any time. If we make material changes to the Terms, we will provide you with reasonable notice, either through the Service interface, by sending you an email or by other reasonable means. Your continued use of the Service after such notification constitutes your acceptance of the new Terms.

1.4 Eligibility to Use the Service and Website

You must be at least 16 years old and competent to agree to these Terms. If you are accepting these Terms on behalf of an organisation or entity, you represent and warrant that you are authorised to accept these Terms on that organisation or entity's behalf and bind them to these Terms.

2. Definitions

Term	Definition
"Access Credentials"	The usernames, passwords and other credentials enabling access to the Hosted Services, including access credentials for the User Interface and the API.
"API"	The application programming interface for the Hosted Services defined by the Provider and made available by the Provider to the Customer.
"Business Day"	Any weekday other than a bank or public holiday in England.
"Business Hours"	The hours of 09:00 to 17:00 UK time on a Business Day.
"Charges"	The amounts specified in clause 10 (Payment Terms) of these Terms.
"Customer"	Any individual or entity that signs up to use the Service through our online platform.
"Customer Data"	All data, works and materials uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (excluding analytics data relating to the use of the Platform and server log files).

Term	Definition
"Customer Personal Data"	Any Personal Data that is processed by the Provider on behalf of the Customer in relation to these Terms, but excluding personal data with respect to which the Provider is a data controller.
"Data Protection Laws"	The UK GDPR and all other applicable laws relating to the processing of Personal Data.
"Data Protection Legislation"	The UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU General Data Protection Regulation (2016/679) where it applies and any mandatory guidance or codes of practice issued by the UK Information Commissioner's Office from time to time.
"Documentation"	The documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer.
"Effective Date"	The date when the Customer first accepts these Terms.
"Force Majeure Event"	An event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars).
"Hosted Services"	Lief.care, the care records management software for children's homes, supported accommodation and other care services, which will be made available by the Provider to the Customer as a service via the internet in accordance with these Terms.
"Hosted Services Defect"	A defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of: (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services; (b) any use of the Platform or Hosted Services contrary to the Documentation by the Customer or any person authorised by the Customer; (c) a failure of the Customer to perform or observe any of its obligations in these Terms; and/or (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification.
"Hosted Services Specification"	The specification for the Platform and Hosted Services set out in the Documentation.
"Intellectual Property Rights"	All intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights.
"Personal Data"	Personal data under any of the Data Protection Laws.
"Platform"	The platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services and the computer hardware on which that application, database, system and server software is installed.
"Provider"	Yerado Limited, a company incorporated in England and Wales, registration number 14008556, having its registered office at 16 Croftdown Road, Harborne, Birmingham B17 8RB.

Term	Definition
"Services"	Any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms.
"Sub-Processor Register"	The Provider's register of sub-processors, showing each sub-processor's purpose, location and transfer safeguard, as updated from time to time and available on request from privacy@lief.care.
"Support Services"	Support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but not including the provision of training services.
"Term"	The term of these Terms, commencing in accordance with clause 11.1 and ending in accordance with clause 11.2 or 11.3.
"Terms"	This agreement, including any Schedules, and any amendments to this agreement from time to time.
"Third Party Services"	Any hosted or cloud services provided by any third party that may be integrated with the Hosted Services.
"User"	Any individual who accesses or uses the Service on behalf of a Customer.
"User Content"	Customer Data entered into or uploaded to the Service by the Customer or its Users.
"User Interface"	The interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

3. Service Description

3.1 Provision of Hosted Services

The Provider shall provide the Hosted Services to the Customer in accordance with these Terms.

3.2 Service Levels

The Provider shall use commercially reasonable endeavours to ensure that the Hosted Services are available 99.9% of the time during each calendar month, excluding scheduled maintenance. The Provider will make monthly uptime reports available to the Customer on request.

In the event of service issues:

- Critical issues (service unavailable): response within 1 hour, resolution target 4 hours
- High-priority issues (service impaired): response within 4 hours, resolution target 8 hours
- Medium-priority issues (non-critical feature unavailable): response within 1 Business Day, resolution target 2 Business Days
- Low-priority issues (minor bugs): response within 2 Business Days, resolution target 5 Business Days

3.3 Support Services

The Provider shall provide the Support Services to the Customer during Business Hours. The Customer may use the Support Services for the purposes of requesting and, where applicable, receiving the Support Services. The Provider shall ensure that the Support Services are accessible by telephone, email and the Provider's web-based ticketing system. Support levels include:

- **Standard Support:** included with all subscriptions; provides email and ticketing support with response times as set out in clause 3.2.
- **Premium Support:** available for an additional fee; provides priority response times and dedicated support personnel.

3.4 Scheduled Maintenance

The Provider may suspend the Hosted Services for the purposes of scheduled maintenance, provided that such scheduled maintenance is performed between 22:00 and 06:00 UK time. The Provider shall give the Customer at least 3 Business Days' prior written notice of scheduled maintenance.

3.5 Mobile App

The Provider may make available a mobile application known as "Lief" through the Google Play Store and the Apple App Store. The Mobile App uses the same authentication, security controls and UK-hosted infrastructure as the web application. The use of the Mobile App shall be subject to these Terms.

3.6 Set Up Services

The Provider shall provide set up services to the Customer, which may include implementation, configuration, initial training and, where agreed, the migration of existing records into the Service. The specifics of these services will be agreed at the commencement of the Service.

4. User Accounts and Access

4.1 Account Registration

To access the Service, you must create an account by providing accurate, current and complete information. You agree to update your information promptly if any of it changes.

4.2 Account Security

You are responsible for maintaining the confidentiality of your Access Credentials and for all activities that occur under your account. You must notify us immediately at privacy@lief.care if you become aware of any unauthorised use of your account or any other breach of security.

4.3 Account Administrators

If you are an account administrator for a Customer, you represent and warrant that you have the authority to bind the Customer to these Terms and to manage the Customer's account. Account administrators are responsible for: (a) maintaining the confidentiality of any administrator-level Access Credentials; (b) managing access to the Customer's account, including adding and removing Users; (c) configuring and enforcing User access controls, including multi-factor authentication; (d) promptly notifying Lief.care of any unauthorised use or security breaches; and (e) ensuring that all use of the Service under the Customer's account complies with these Terms.

4.4 Restrictions on Account Use

You agree that you will not: (a) share your account or Access Credentials with any third party; (b) use the account or Access Credentials of another User; (c) allow automated systems to access or use the Service through your account; or (d) attempt to gain unauthorised access to the Service or its related systems or networks.

5. Customer Obligations

5.1 Provision of Customer Data

The Customer must provide to the Provider, or procure for the Provider, such: (a) co-operation, support and advice; (b) information and documentation; and (c) governmental, legal and regulatory licences, consents and permits, as are reasonably necessary to enable the Provider to perform its obligations under these Terms.

5.2 Access to Customer Systems

The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under these Terms.

5.3 Compliance with Terms

The Customer must comply with these Terms and must ensure that all Users comply with these Terms.

6. Acceptable Use Policy

6.1 Compliance with Laws

The Customer agrees to use the Service in compliance with all applicable laws and regulations.

6.2 Prohibited Activities

The Customer shall not, and shall ensure that its Users do not: (a) use the Service in any way that causes, or may cause, damage to the Service or Platform or impairment of the availability or accessibility of the Service; (b) use the Service in any way that is unlawful, illegal, fraudulent, deceptive or harmful; (c) use the Service for any purpose related to marketing, advertising, promotion, sale or supply of any product, service or commercial offering without the Provider's prior written consent; (d) use the Service to store or transmit any viruses, worms, Trojan horses or other malicious code; (e) use the Service to store or transmit any material that infringes any intellectual property right or other right of any person; (f) use the Service to send unsolicited commercial communications (spam); (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained in it; (h) attempt to gain unauthorised access to the Service or its related systems or networks; (i) use the Service in a way that violates the privacy or other rights of third parties; or (j) use the Service to store or transmit any content that is offensive, indecent, discriminatory or otherwise objectionable.

6.3 Monitoring and Enforcement

The Provider reserves the right, but does not assume the obligation, to investigate any violation of this Acceptable Use Policy or misuse of the Service. The Provider may: (a) investigate violations of this Acceptable Use Policy or misuse of the Service; or (b) remove or disable access to any content or resource that violates this Acceptable Use Policy or any other agreement we have with you for use of the Service, notifying the Customer where practicable.

The Provider may report suspected illegal use of the Service to law enforcement agencies, regulators or other appropriate authorities and may cooperate with their investigations by providing network and systems information. The Provider will only disclose Customer Personal Data to a third party where it is required to do so by law and, where it is legally permitted, will notify the Customer before making any such disclosure.

6.4 Suspension of Service

If the Provider reasonably determines that the Customer's or any User's use of the Service poses a security risk, may adversely impact the Service or other customers or may subject the Provider or any third party to liability, the Provider may suspend the Customer's or the relevant User's access to the Service.

7. Customer Data and Privacy (Data Processing Agreement)

7.1 Data Controller and Processor Roles

The Customer is the data controller of the Customer Personal Data uploaded, stored and/or transmitted via the Service. The Provider is the data processor of such Customer Personal Data. Each party shall comply with its respective obligations under applicable Data Protection Laws. The subject matter of the processing is the provision of the Service. The Provider will process Customer Personal Data for the Term and until it is deleted or returned under clause 7.13. The nature of the processing is hosting, storing, analysing and transmitting Customer Personal Data to provide the Service, including the AI features described in clause 7.6. The categories of data subjects and types of Personal Data are set out in clauses 7.14 and 7.15.

7.2 Processing of Customer Personal Data

The Provider shall process Customer Personal Data only for the purposes of providing the Service to the Customer and in accordance with the Customer's documented instructions (including with regard to transfers of Customer Personal Data to a third country), unless required to do so by applicable law to which the Provider is subject. In such a case, the Provider shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The Provider shall immediately inform the Customer if, in its opinion, an instruction infringes the Data Protection Laws.

7.3 Confidentiality of Personnel

The Provider shall ensure that all persons authorised to process Customer Personal Data are bound by appropriate obligations of confidentiality, have been subject to pre-engagement screening and receive data protection training at least annually.

7.4 Security Measures

The Provider shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss, destruction or damage. These measures shall include, at a minimum: (a) the pseudonymisation and encryption of Customer Personal Data, including encryption at rest (AES-256) and in transit (TLS 1.2 or higher); (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability of and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

The Provider maintains certification to ISO/IEC 27001:2022 and Cyber Essentials Plus and completes the NHS Data Security and Protection Toolkit to Standards Exceeded annually.

7.5 Data Location

Customer Data is hosted on Amazon Web Services in the United Kingdom (London), and backups are stored in the United Kingdom. Customer Data is not stored outside the United Kingdom, except as described in the Sub-Processor Register.

7.6 AI Features

Where the Customer uses the Service's AI features (report generation, summaries and speech-to-text), the processing is carried out by Microsoft Azure OpenAI with UK data residency. Report content is pseudonymised before it is sent for summarisation. Under Microsoft's standard terms, prompts and outputs may be retained for up to 30 days solely for abuse monitoring and are then deleted; they are not used to train Microsoft's models.

AI output is a draft for review and editing by the Customer's Users. The Service does not make decisions about individuals based solely on automated processing. The Customer authorises the Provider to use pseudonymised feedback from how Users edit AI drafts to improve the Service. For this limited purpose the Provider acts as an independent controller, relying on its legitimate interests. It uses only pseudonymised data, will not attempt to re-identify any individual and describes this processing in its privacy information.

7.7 Data Subject Rights

The Provider shall, taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights under the Data Protection Laws.

7.8 Data Protection Impact Assessments

The Provider shall provide reasonable assistance to the Customer with any data protection impact assessment and any prior consultation with the Information Commissioner's Office relating to the Service, including by making available the Provider's own DPIA and its DPIA template for care providers.

7.9 Data Breach Notification

The Provider shall notify the Customer without undue delay, and in any event within 24 hours, after becoming aware of a personal data breach affecting the Customer Personal Data. Such notification will at least: (a) describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained; (c) describe the likely consequences of the personal data breach; and (d) describe the measures taken or proposed to be taken by the Provider to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.10 Sub-processors

The Customer provides general authorisation for the Provider to engage sub-processors to process Customer Personal Data. The current sub-processors are listed in the Sub-Processor Register. The Provider shall impose on each sub-processor data protection obligations equivalent to those in this clause 7 and remains liable to the Customer for the performance of its sub-processors' obligations.

The Provider shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors at least 30 days before the change takes effect, giving the

Customer the opportunity to object within 14 days of notification. If the Customer objects to a new sub-processor, the parties will work together in good faith to find a mutually acceptable resolution.

7.11 International Transfers

The Provider shall not transfer Customer Personal Data outside the United Kingdom unless the transfer complies with Chapter V of the UK GDPR. Depending on the sub-processor, the Provider relies on UK adequacy regulations, the UK-US Data Bridge, the ICO's International Data Transfer Agreement or Standard Contractual Clauses with the ICO's UK Addendum, supported by transfer risk assessments where required. The safeguard used for each sub-processor is shown in the Sub-Processor Register.

Members of the Provider's technical support team in India may view Customer Data within the UK-hosted platform where this is needed to resolve a specific support issue or incident. This access is role-based, just-in-time and audit-logged. No Customer Data is stored in India, and the access is covered by a UK International Data Transfer Agreement and a transfer risk assessment.

7.12 Audit Rights

The Provider shall make available to the Customer all information necessary to demonstrate compliance with the obligations in this clause 7 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. Such audits shall be carried out with at least 30 days' prior written notice, no more than once per year and shall be conducted during Business Hours with minimal disruption to the Provider's operations. The Customer shall bear all costs associated with any such audit.

7.13 Return or Deletion of Customer Personal Data

On termination of the Service, the Provider shall, at the choice of the Customer, delete or return all the Customer Personal Data to the Customer and delete existing copies, unless applicable law requires storage of the personal data. Deletion is carried out by cryptographic erasure, and backup copies expire within 35 days. Written confirmation of deletion is available on request. The Customer is responsible for exporting any records it must retain under its own statutory retention obligations before termination.

7.14 Categories of Data Subjects

The categories of data subjects whose Personal Data may be processed under these Terms include: (a) the Customer's employees, consultants and contractors; (b) the Customer's clients or service users (including children and young people in care); and (c) other individuals whose data is processed by the Customer through the Service.

7.15 Types of Personal Data

The types of Personal Data processed may include: (a) personal details (for example, name, date of birth and contact information); (b) professional details (for example, job title and work history); (c) financial details (for example, payment information); and (d) special category data (for example, health information and ethnicity).

7.16 Data Protection Contact

Questions about data protection should be sent to the Provider's Data Protection Officer, Prior Analytics Ltd, at privacy@lief.care.

8. Intellectual Property Rights

8.1 Ownership of the Service

The Service and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement of them) are owned by the Provider, its licensors or other providers of such material and are protected by United Kingdom and international copyright, trade mark, patent, trade secret and other intellectual property or proprietary rights laws. This clause does not apply to Customer Data, which remains the property of the Customer.

8.2 Licence to Use the Service

Subject to these Terms, the Provider grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of a supported web browser or the Mobile App for the internal business purposes of the Customer in accordance with the Documentation during the Term.

8.3 Restrictions

Except as expressly permitted in these Terms or required by law on a non-excludable basis, the licence granted by the Provider to the Customer is subject to the following prohibitions: (a) the Customer must not sub-license its right to access and use the Hosted Services; (b) the Customer must not permit any unauthorised person to access or use the Hosted Services; (c) the Customer must not use the Hosted Services to provide services to third parties; (d) the Customer must not republish or redistribute any content or material from the Hosted Services; (e) the Customer must not make any alteration to the Platform; and (f) the Customer must not conduct, or request that any other person conduct, any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.

8.4 Reservation of Rights

The Provider reserves all rights not expressly granted to the Customer in these Terms. Except as expressly stated in these Terms, nothing in these Terms grants to the Customer any rights to, under or in any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered) or any other rights or licences in respect of the Service or any related documentation.

9. User Content

9.1 User Content Licence

The Customer grants to the Provider a non-exclusive, royalty-free licence to host, store, copy, process and transmit User Content only to the extent necessary to provide the Services and in accordance with clause 7. The Provider may extend this licence to its sub-processors only for the same purpose. The Provider will not publish or disclose User Content except as permitted by these Terms.

9.2 User Content Representations and Warranties

The Customer represents and warrants that the User Content will not: (a) breach the provisions of any law, statute or regulation; (b) infringe the Intellectual Property Rights or other legal rights of any person; (c) give rise to any cause of action against the Provider or any third party; or (d) contain any material that is defamatory, obscene, offensive, hateful or inflammatory.

9.3 Removal of Content

The Provider may remove or disable access to any material in the Service that breaches clause 6 (Acceptable Use Policy). Where practicable, the Provider will notify the Customer before doing so. The Provider will not otherwise edit User Content.

10. Payment Terms

10.1 Charges

The Customer shall pay the Charges to the Provider in accordance with these Terms. All amounts stated in or in relation to these Terms are, unless the context requires otherwise, stated exclusive of any applicable value added tax, which will be added to those amounts and payable by the Customer to the Provider.

10.2 Subscription Charges

The charges for the Hosted Services are as follows:

Supported accommodation

Number of homes	Monthly	Yearly
1–5	£99	£900 (25% off)
6–10	£89 (10% off)	£900 (25% off)
11+	£84 (15% off)	£840 (30% off)
Floating support		
Per young person	£35	£315 (25% off)

Children's homes

Number of homes	Monthly	Yearly
1–5	£199	£1,800 (25% off)
6–10	£179 (10% off)	£1,800 (25% off)
11+	£169 (15% off)	£1,680 (30% off)
Single-bed homes		
Per child or young person	£99	£891 (25% off)

10.3 Special Discounts

- **Introductory offer:** 50% off for the first 3 months across all homes, starting from the day you're onboarded onto the platform, regardless of whether you have any children or young people added.
- **No young person discount:** 100% off until you add your first young person to the platform. This discount can overlap with the introductory offer.

10.4 Payment Methods

The Customer must pay the Charges by debit card, credit card, direct debit or bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

10.5 Payment Periods

The Provider shall issue invoices for the Charges to the Customer in advance of the relevant period.

10.6 Payment Terms

The Customer must pay the Charges to the Provider within 30 days of the date of issue of an invoice issued in accordance with this clause 10.

10.7 Late Payments

If the Customer does not pay any amount properly due to the Provider under these Terms, the Provider may claim interest and statutory compensation from the Customer under the Late Payment of Commercial Debts (Interest) Act 1998.

10.8 Payment Processing

(a) **Payment gateway:** Lief.care uses Stripe as its payment platform to process our customers' payments. By using our Service, you acknowledge and agree that your payment information will be processed through Stripe.

(b) **Information sharing:** during the billing process, certain information including your name, email address, geographic location and other identifiable information will be shared with Stripe to process your payment and prevent fraud. We do not share this information with any other third parties.

(c) **Fraud protection:** Stripe may securely share your information with third-party security and risk providers during the payment process to provide real-time fraud protection. This is done to protect you, the purchaser. Lief.care does not have access to this information or any input into decisions made to authorise a payment.

(d) **Data access:** only background-checked, vetted senior staff members at Lief.care can access and view billing information. We never have access to your full card number or CVV value.

(e) **Data removal:** under UK data protection law, you can ask us to remove your information from both our systems and Stripe. However, we cannot remove any information that may have been shared with the payment processing risk provider(s), as we do not have access to that information. For security reasons, Stripe does not disclose whether a specific payment was subject to additional risk review or by what sources.

(f) **Subscriptions:** for subscription payments, we use Stripe's embedded payments system. Access to this information is also restricted to vetted and authorised company personnel.

By proceeding with payment, you acknowledge and agree to these terms regarding payment processing and data handling.

11. Term and Termination

11.1 Term

These Terms shall come into force on the Effective Date and shall continue in force indefinitely, unless terminated in accordance with clause 11.2 or 11.3 or any other provision of these Terms.

11.2 Termination on Notice

The Customer may terminate these Terms for any reason by giving the Provider at least one month's written notice. The Customer remains liable for the Charges up to the end of the notice period, and clause 7.13 applies to the return or deletion of Customer Personal Data.

11.3 Termination for Breach

Either party may terminate these Terms immediately by giving written notice of termination to the other party if: (a) the other party commits any material breach of these Terms and the breach is not remediable; (b) the other party commits a material breach of these Terms and the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or (c) the other party persistently breaches these Terms (irrespective of whether such breaches collectively constitute a material breach).

11.4 Effects of Termination

On the termination of these Terms, all of the provisions of these Terms shall cease to have effect, save that the following provisions shall survive and continue to have effect: clauses 1, 2, 7.13, 8, 9, 10, 11.4, 11.5, 12, 13, 14, 15, 17 and 18.

11.5 Refund on Termination

If these Terms are terminated by the Customer under clause 11.3, the Provider shall refund to the Customer any Charges paid by the Customer to the Provider in respect of any Services which were to be provided to the Customer after the termination of these Terms.

12. Confidentiality

12.1 Confidentiality Obligations

Each party (the "Receiving Party") undertakes to the other party (the "Disclosing Party") to keep confidential all information, whether written or oral, concerning the business and affairs of the Disclosing Party that it obtains or receives as a result of the discussions leading up to, or the entering into or performance of, these Terms (the "Confidential Information").

12.2 Exclusions

The obligation of confidentiality under clause 12.1 will not apply to any information which: (a) is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under these Terms; (b) was known to the Receiving Party before its disclosure by the Disclosing Party; (c) is received from a third party without breach of any obligation of confidentiality; or (d) is required to be disclosed by law, any governmental or regulatory authority or by a court or other authority of competent jurisdiction.

12.3 Duration of Confidentiality Obligations

The obligations of confidentiality in this clause 12 shall continue for a period of 5 years after the termination of these Terms. Customer Personal Data remains protected by clause 7 for as long as the Provider holds it.

13. Warranties and Disclaimers

13.1 Provider Warranties

The Provider warrants to the Customer that: (a) the Provider has the legal right and authority to enter into these Terms and to perform its obligations under these Terms; (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms; and (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms.

13.2 Service Warranties

The Provider warrants to the Customer that: (a) the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification; (b) the Hosted Services will be

free from Hosted Services Defects; and (c) the Platform will incorporate security features reflecting the requirements of good industry practice.

13.3 Customer Warranties

The Customer warrants to the Provider that it has the legal right and authority to enter into these Terms and to perform its obligations under these Terms.

13.4 Acknowledgements

The Customer acknowledges that: (a) complex software is never wholly free from defects, errors and bugs and, subject to the other provisions of these Terms, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs; (b) complex software is never entirely free from security vulnerabilities and, subject to the other provisions of these Terms, the Provider gives no warranty or representation that the Hosted Services will be entirely secure; (c) the Provider does not warrant or represent that the Hosted Services will be compatible with any application, program or software not specifically identified as compatible in the Hosted Services Specification; and (d) the Provider will not provide any legal, financial, accountancy or taxation advice under these Terms or in relation to the Hosted Services.

13.5 Disclaimer

Except as expressly stated in these Terms, the Provider does not make or give any representation, warranty or undertaking in relation to the Hosted Services. Any representation, warranty or undertaking that might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

14. Limitation of Liability

14.1 Exclusion of Liability

The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings, any loss of revenue or income, any loss of use or production, any loss of business, contracts or opportunities, any loss arising out of a Force Majeure Event, any loss of or damage to goodwill, any loss or corruption of any data, database or software or any special, indirect or consequential loss or damage.

14.2 Cap on Liability

The aggregate liability of the Provider to the Customer under these Terms shall not exceed the greater of: (a) £10,000; and (b) the total amount paid and payable by the Customer to the Provider under these Terms.

14.3 Exceptions

Nothing in these Terms will exclude or limit the liability of either party for: (a) death or personal injury resulting from negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by English law.

15. Indemnification

15.1 Customer Indemnification

The Customer shall indemnify and keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the Customer of these Terms.

15.2 Provider Indemnification

The Provider shall indemnify and keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any breach by the Provider of these Terms.

16. Modifications to Service and Terms

16.1 Modifications to Service

The Provider reserves the right to modify, suspend or discontinue the Service (or any part of it) at any time, with or without notice. The Provider shall not be liable to the Customer or to any third party for any modification, price change, suspension or discontinuance of the Service.

16.2 Modifications to Terms

The Provider reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, the Provider will provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at the Provider's sole discretion.

17. Governing Law and Dispute Resolution

17.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.2 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

18. General Provisions

18.1 No Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.2 Severance

If any provision or part-provision of these Terms 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.

18.3 Entire Agreement

These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

18.4 Assignment

The Customer shall not, without the prior written consent of the Provider, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations

under these Terms. The Provider may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms, subject to clause 7.10 in respect of sub-processors.

18.5 No Partnership or Agency

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party or authorise any party to make or enter into any commitments for or on behalf of any other party.

18.6 Third Party Rights

A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

18.7 Notices

Any notice or other communication given to a party under or in connection with these Terms shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

18.8 Counterparts

These Terms may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18.9 Force Majeure

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate these Terms by giving 30 days' written notice to the affected party.

18.10 Acceptance

By using the Service, you acknowledge that you have read these Terms of Service, understood them and agree to be bound by them. If you do not agree to these Terms of Service, you are not authorised to use the Service.