

Lythe Terms of Use

Effective date: 15 September 2026. Last updated: 21 October 2026.

1. Overview

These Terms of Use govern access to Lythe's public websites, public documentation, public-facing marketing materials, public forms, waitlists, and public example content (collectively, the "Site Resources"). They do not govern account-based access to Fraser Simulation Studio, private or public product demos that can run tests, pilot environments, dashboards, APIs, integrations, Simulations, or reports; those activities are governed by the Terms of Service.

"Lythe," "we," "us," or "our" means Lythe Inc. and, where expressly identified in an applicable Order Form, customer agreement, service notice, or other written agreement, Lythe Pte. Ltd. or another applicable Lythe affiliate.

"Fraser Simulation Studio" means Lythe's AI-powered simulation and automated evaluation product for testing websites, product flows, visual experiences, and Android applications using AI personas and subagents to evaluate user experience, product performance, bugs, messaging, and product research hypotheses.

"User," "you," or "your" means an individual who accesses or uses the Site Resources for themselves or on behalf of an organization.

The Site Resources are intended for business use and are not directed to consumers.

By accessing or using the Site Resources, you agree to be bound by these Terms of Use. If you do not agree, you must not access or use the Site Resources.

2. Relationship to Product Terms and Other Agreements

The Terms of Service and incorporated policies govern every account, pilot, evaluation, Simulation, automated test, and other use of Fraser Simulation Studio. At launch, Services are offered to business customers in the United States under the applicable customer agreement. Document priority is governed by the Terms of Service, subject to mandatory transfer terms and the DPA for Customer Personal Data Processing. These Terms of Use govern only Site Resources and do not authorize testing.

Plan quotas. Every plan includes the simulation or report quota specified in its accepted purchase terms. Subscription simulation quotas reset each monthly usage period; unused quota expires at that period's end and is no longer accessible or usable. It does not accumulate or automatically roll over, and Lythe has no obligation to restore or extend it merely because it was unused. Any exception is entirely at Lythe's sole discretion and must be recorded in writing with its amount and expiry. Customer pays US\$150 before Lythe reviews the proposed one-report request. Payment does not guarantee acceptance. If Lythe declines the request or suitable scope and

delivery terms cannot be agreed before testing, the automatic full-refund rule in Section 11 of the Terms of Service applies without a separate refund request. Missing the 72-hour review deadline alone does not automatically trigger a refund. For purchases under the current policy version, ordinary Customer-requested refunds are at Lythe's discretion; existing purchase rights and other express contractual or mandatory remedies remain protected. Accepted requests require agreed scope, delivery timing and required Run Confirmations before execution. The one-report entitlement remains available pending review or for its accepted request, subject to cancellation and refund rights, until Lythe successfully performs the purchased testing and sends the completed report through the agreed delivery channel. Delivery fully uses and ends that one-report entitlement. No revisions, follow-up testing, retests or additional reports are included; further work requires a separate purchase or separately agreed service. Customer's rights to use the delivered report remain governed by the Terms of Service. This summary is governed by Section 11 of the Terms of Service, including its protections for timely complete requests, Lythe-caused delays, refunds and mandatory rights, and by any controlling executed agreement. Material changes remain subject to the acceptance requirements in the Terms of Service. These Terms of Use do not independently grant product access or simulation quota.

The Lythe Privacy Policy and Cookie Policy also apply to Site Resources.

3. Permitted Use of Site Resources

Subject to these Terms of Use, Lythe grants you a limited, revocable, non-exclusive, non-transferable right to access and use the Site Resources solely for lawful internal business evaluation, education, and communication with Lythe. No right is granted to use the Site Resources for account-based Fraser Simulation Studio activity.

You may download or reproduce public documentation only as reasonably necessary for your internal evaluation of Lythe's products and only if you retain all proprietary notices. You must not represent that Site Resources or their contents constitute professional advice, a product commitment, or a guarantee of any feature, result, availability, or outcome.

4. Prohibited Use of Site Resources

You must not, and must not permit any person to:

use the Site Resources in violation of applicable law or another person's rights;

interfere with, disrupt, damage, or bypass the security, operation, access controls, or integrity of the Site Resources;

use automated means to scrape, crawl, harvest, index, or collect Site Resources except as expressly authorized by Lythe in writing;

use a false identity, misrepresent an affiliation, or submit inaccurate information through a Site Resource;

introduce malware, harmful code, or material that is unlawful, infringing, defamatory, or otherwise inappropriate; or

use Site Resources to access, operate, evaluate, test, or direct Fraser Simulation Studio outside the Terms of Service.

5. Intellectual Property

Lythe and its licensors own all right, title, and interest in and to the Site Resources, including their content, design, software, documentation, trademarks, and other intellectual property.

Except for the limited right in Section 3, these Terms of Use grant no license or other right in the Site Resources. All rights not expressly granted are reserved.

6. Feedback

If you provide suggestions, ideas, or feedback about the Site Resources or Lythe's products, you grant Lythe a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate that feedback without restriction or compensation, provided Lythe does not publicly identify you as the source without your consent.

7. Privacy and Cookies

Lythe's Privacy Policy and Cookie Policy explain how Lythe processes information collected through the Site Resources. By using the Site Resources, you acknowledge those policies. Do not submit personal information that is not necessary for your interaction with Lythe through a public form or other Site Resource. Personal information submitted through public forms is handled as described in the Privacy Policy. A request for access or information does not authorize a simulation or test, and does not by itself provide consent to marketing communications that require consent.

8. Third-Party Links

The Site Resources may link to third-party sites or services. Lythe does not control and is not responsible for third-party content, privacy practices, terms, security, or availability. Your use of a third-party site is governed by that third party's terms and policies.

9. Availability and Disclaimers

Site Resources are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Lythe disclaims all warranties, whether express, implied, statutory, or

otherwise, including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, availability, and uninterrupted operation. Site Resources are informational only and do not create a binding commitment to provide any product, feature, or service.

10. Suspension and Termination

Lythe may restrict or terminate your access to Site Resources at any time if Lythe reasonably believes you have violated these Terms of Use, created a security or legal risk, or used the Site Resources in a manner harmful to Lythe, its users, or others. Sections that by their nature should survive termination will survive.

11. Changes to Site Resources or These Terms

Lythe may modify, suspend, or discontinue any Site Resource at any time. Lythe may update these Terms of Use by posting the revised version with an updated effective date. Your continued use of the Site Resources after the effective date constitutes acceptance of the revised Terms of Use.

12. Governing Law and Disputes

These Terms of Use are governed by the laws of the State of Delaware, United States, without regard to conflict-of-laws principles. Any dispute arising out of or relating to these Terms of Use or the Site Resources must be brought exclusively in the state or federal courts located in Delaware, and you consent to those courts' jurisdiction and venue.

13. Miscellaneous

These Terms of Use, together with the Privacy Policy and Cookie Policy, constitute the agreement governing Site Resources. They do not replace or modify the Terms of Service, any Target Certification, Order Form, Data Processing Addendum, or signed customer agreement governing Fraser Simulation Studio or other Services.

If any provision of these Terms of Use is held unenforceable, the remaining provisions will remain in effect. You may not assign or transfer these Terms of Use without Lythe's prior written consent. Lythe may assign these Terms of Use in connection with a merger, acquisition, corporate reorganization, or sale of assets. Lythe's failure to enforce a provision is not a waiver. These Terms of Use do not create any third-party beneficiary rights.

14. Contact

Questions about these Terms of Use may be directed to team@lythe.ai.