PaperDrop General Terms and Conditions

Version 3.0 — 14 September 2026

In short — a plain-English summary (not part of the terms)

This page summarises how the Agreement works. It is here to help; it is not part of the contract. If anything on this page differs from the clauses that follow, the clauses apply.

What you get. The PaperDrop modules and users listed in your Order Form, kept available to you for the term you chose, with support in business hours.

What you pay. The fees in your Order Form, billed as agreed (monthly, quarterly, half-yearly or annually). The billing frequency is a payment convenience; it does not change the commitment. The Onboarding Fee pays for setting up your account and database and making the system available to your account owner, together with the implementation support in our onboarding programme, which is delivered online or by phone; it is earned once your account is set up and your account owner has been given access, and is not refundable. If you have a problem with onboarding, tell us in writing and we will put it right; it does not pause the subscription.

How long. From the Subscription Start Date in your Order Form (normally the working day after you sign) for the Initial Term stated there, and then 12 months at a time, at the prices then applicable to the users and modules you have at the start of each renewal. Your term, subscription and billing all start on that date.

Renewal. Automatic, unless either of us gives at least 2 months' written notice before the end of the current term. Your Order Form states how the last date for notice is worked out, and we confirm the exact date by email after you sign; an email sent before 5.00 pm (UK time) on that date is in time. We do not send renewal reminders, so put that date in your calendar.

Leaving early. Not during a term, except where these terms expressly allow it. Cancelling your Direct Debit does not end the Agreement.

Prices. Fixed during your Initial Term. After that, an annual CPI adjustment with 60 days' notice; any other price change only at a renewal, with at least 120 days' notice — if we are late, it waits until the following renewal.

If you don't pay. We will contact you first. We may then suspend access, keeping read-only access where we can and your standard data export tools, and the fees for the term remain payable. If you walk away from the Agreement, we may treat that as ending it and ask for the remaining fees for the term, less 20%. We can agree payment plans.

Your data. It is yours. You can use the Service's standard export tools at any time during the Agreement — including during a suspension for non-payment — and for 60 days after it ends. We withhold export only where there is a security or legal reason, or where it is

technically impracticable. Export help beyond the standard tools may be charged at our standard rates.

Changes to these terms. We may update these terms and will tell you in writing. Routine updates apply 30 days after we tell you. A change that significantly reduces your rights or adds to your obligations or costs only applies from a renewal, and only if we told you at least 120 days before it; otherwise from the renewal after that. Changes needed for legal, security or technical reasons may apply sooner; if one removes something you pay for without a replacement, clause 15.5 applies. Price changes are covered above.

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1. Definitions and Interpretation

1.1. In these General Terms:

"Account Owner" means the individual named in the Order Form as the Customer's main contact for the account (or, if none is named, the signatory to the Order Form), or any replacement the Customer notifies to PaperDrop in writing or within the Service. The Account Owner is not, by that role alone, the Customer's address for notices under clause 26.1.

"Add-On Services" means any additional Users, licences, Modules, features, storage, integrations, upgraded packages, professional services or other products or services ordered by the Customer after the Effective Date.

"Agreement" means the contract between PaperDrop and the Customer comprising the documents listed in clause 2.1.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Confidential Information" means information disclosed by or on behalf of a party in connection with the Agreement that is marked confidential or that a reasonable business person would understand to be confidential given its nature and the circumstances of disclosure, including security, technical, commercial and pricing information, but excluding information within clause 18.2.

"Contract Year" means each successive 12-month period during the Subscription Term, the first starting on the Subscription Start Date.

"Current Term" means the Initial Term or, after the Initial Term has ended, the Renewal Term in effect at the relevant time.

"Customer Data" means all data, records, documents, photos, forms and other content uploaded to or created in the Service by or on behalf of the Customer or its Users.

"Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and all other applicable UK data protection and privacy legislation, in each case as amended (including by the Data (Use and Access) Act 2025).

“Disputed Sum” means an amount validly disputed under clause 8.11.

“DPA” means the PaperDrop data processing agreement identified by version number and date in the Order Form, supplied to the Customer before acceptance and attached to, or accessible through a permanent versioned link in, the Order Form. No later version of the DPA applies except through a variation under clause 2.4 or a change mechanism expressly set out in that DPA and consistent with Data Protection Legislation.

“Due Date” means: (a) for amounts collected automatically by Direct Debit or card, the collection date stated in the invoice, Order Form or collection schedule; (b) for Onboarding Fees not collected automatically, on receipt of the invoice, unless the Order Form or invoice states otherwise (clause 7.1); and (c) for all other invoices, 7 days from the invoice date, unless the Order Form states otherwise. The Due Date must be stated on each invoice.

“Effective Date” means the date of the last signature on the Order Form or, where the Order Form is accepted electronically, the date of acceptance.

“Fees” means the Subscription Fees, Onboarding Fees and any other charges payable under the Agreement.

“Initial Term” means the initial committed subscription period stated in the Order Form, starting on the Subscription Start Date. These General Terms supply no default period; the Order Form always states it.

“Modules” means the functional modules of the Service (including, for example, job management, timesheets, scheduling/planner, RAMS, stock control, forms, photos and documentation) selected in the Order Form or subsequently ordered as Add-On Services.

“Onboarding Fees” means the fees for Onboarding Services stated in the Order Form or otherwise agreed in writing.

“Onboarding Services” means the onboarding process comprising: (a) setting up the Customer’s account and database, configuring the Service and making it available to the Account Owner; and (b) the implementation support PaperDrop provides under its onboarding programme, delivered remotely (online or by phone) in whatever format PaperDrop then offers (for example scheduled online sessions, guided set-up tools or telephone assistance), together with any data migration or training expressly stated in the Order Form.

“Order Form” means a document (also referred to as the “Customer Contract”) that expressly identifies itself as an order for the Service under these General Terms, is accepted in writing or electronically by both parties, and states the Customer, the Service, the Subscription Start Date, the Initial Term and the Fees, identifying each party’s full legal name, company number (where applicable) and registered or principal address. A referral, reseller, strategic-partner or other partner agreement is not an Order Form unless it expressly says that it is.

“PaperDrop” means Paperdrop Limited, a company registered in England and Wales with company number 14319420, whose registered office is at Allia Future Business Centre, London Road, Peterborough, England, PE2 8AN.

“Renewal Term” means each successive 12-month renewal period under clause 11.1.

“Service” means the PaperDrop software-as-a-service platform and the Modules and Users subscribed for under the Agreement, together with any Add-On Services.

“Subscription Fees” means the recurring fees for the Service stated in the Order Form, as adjusted under the Agreement.

“Subscription Start Date” means the fixed date on which the Initial Term and the obligation to pay Subscription Fees begin, being: (a) the first Business Day after the Effective Date; or (b) if the Order Form states a different fixed date, that date. The Subscription Start Date is not postponed by onboarding, the date login credentials are made available, payment set-up or non-use and does not change for any reason. If PaperDrop is late in providing materially usable access, clause 3.2 provides a credit.

“Subscription Term” means the whole subscription period, comprising the Initial Term together with each Renewal Term.

“Users” means the individuals authorised by the Customer to use the Service up to the number of user licences purchased.

1.2. Headings are for convenience only. “Including” means including without limitation. References to “written” or “in writing” include email.

2. The Agreement and Order of Precedence

2.1. The Agreement consists of the following documents. If there is any conflict, they apply in this order of precedence, except that the DPA prevails over all other documents in relation to the processing of personal data, and any Service Level Agreement prevails in relation to service levels:

(a) any special terms expressly agreed in writing and signed by authorised signatories of both parties;
(b) the Order Form;
(c) these General Terms;
(d) the DPA;
(e) any Service Level Agreement, if concluded.

2.2. The Order Form varies these General Terms only where it expressly states that it does so. A description of the Service on PaperDrop’s website (the “Service Description”) describes current functionality for information only and does not form binding commitments and does not create charges. Any usage limits that carry charges must be stated in the Order Form or in a dated usage schedule referenced in the Order Form.

2.3. The Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior proposals, correspondence and discussions. Each party acknowledges that in entering into the Agreement it has not relied on any statement, representation or warranty that is not set out in the Agreement, and that it will have no remedy in respect of any such statement except in the case of fraud or fraudulent misrepresentation. Any terms and conditions appearing on the Customer's purchase order or similar document are excluded and have no effect.

2.4. No variation of the Agreement is binding unless it is in writing and agreed by an authorised signatory of each party, except that Add-On Services may be ordered as set out in clauses 5 and 12.5 (which constitute orders under the Agreement, not variations of it), and except for changes made under clause 25 or under the change provisions of the DPA (DPA clauses 6.2, 7.2 and 14), or accepted within the Service under clause 26.1. For PaperDrop, an authorised signatory means a director or a person expressly authorised in writing by a director.

2.5. The individual entering into the Agreement on behalf of the Customer confirms that they have authority to bind the Customer. The Customer confirms that it enters into the Agreement wholly or mainly for purposes relating to its trade, business, craft or profession and not as a consumer.

2.6. The version of these General Terms that applies to the Agreement is the version (number and date) identified in the Order Form, a copy of which was supplied to the Customer before acceptance and is attached to, or accessible from a permanent link in, the Order Form. No later version applies except in accordance with clause 25. PaperDrop will retain an immutable evidential copy of the Order Form and of every version of the General Terms, DPA, Service Level Agreement and special terms forming the Agreement, together with an archive of superseded versions.

3. The Service

3.1. Subject to payment of the Fees, PaperDrop grants the Customer a non-exclusive, non-transferable, non-sublicensable right for its Users to access and use the Service during the Subscription Term for the Customer's internal business purposes.

3.2. The Subscription Term begins on the Subscription Start Date. PaperDrop will make login credentials permitting materially usable access to the Service available on or before the Subscription Start Date, provided the Customer has supplied the information reasonably required to do so, and will provide the Service with reasonable skill and care. PaperDrop's obligation under the Agreement is to make the Service available for access and use by the Customer's Users during the Subscription Term. PaperDrop performs that obligation by making the Service available or, where the Customer has not provided what is needed for activation, by remaining ready and able to make it available. If, and to the extent, caused by PaperDrop's breach of the Agreement, PaperDrop fails to provide credentials that permit materially usable access to the Service by the Subscription Start Date, despite the Customer having supplied the information reasonably required, PaperDrop will credit the Subscription Fees attributable to the resulting period of

unavailability. That credit is the Customer's exclusive fee adjustment for that period. It does not change the Subscription Start Date or the end of the Initial Term, and does not limit any right to terminate for an unremedied material breach under clause 22.1.

3.3. The Customer must not (and must not permit any third party to): (a) access, copy, modify or create derivative works of the Service or its underlying software; (b) reverse-engineer, decompile or disassemble the Service except to the extent permitted by law; (c) resell, sublicense or make the Service available to third parties; (d) use the Service to build a competing product; or (e) share User credentials between individuals.

4. Subscription Term and Minimum Commitment

4.1. The Customer's subscription is for the Subscription Term. The Initial Term, its length, the Subscription Start Date and the minimum committed value are as stated in or determined under the Order Form. **Unless expressly stated otherwise in the Order Form, the Initial Term and each Renewal Term are minimum committed terms.**

4.2. The Customer may not cancel, terminate, downgrade or reduce the Service during the Subscription Term except as expressly permitted by the Agreement. The Customer has no right to terminate for convenience during the Subscription Term.

4.3. The Subscription Fees are the price for PaperDrop keeping the Service available to the Customer for the Current Term. They are earned by PaperDrop performing its obligation under clause 3.2, not by the Customer's use of the Service: the Customer pays for the Service being available, so the Fees are payable in full for the Current Term whether or not the Customer or its Users use it.

5. Add-On Services

5.1. The Customer may order Add-On Services during the Subscription Term, including by requesting them from PaperDrop or accepting a PaperDrop offer. An order for Add-On Services becomes binding on the Customer on whichever of the following occurs first: (a) the Customer confirms the order in writing, including by replying to PaperDrop's confirmation email; or (b) the Customer (through any person on whom PaperDrop may rely under clause 12.5) activates the Add-On Service itself within the Service, having been shown the Fees and a reference to these General Terms (including clauses 5.2 and 5.3) before completing the activation. PaperDrop will send a written confirmation for each Add-On order stating what has been added, the resulting Fees, and that the Add-On Service is subject to these General Terms, including clause 5.2 (co-termination and renewal) and clause 5.3 (reduction and cancellation).

5.2. All Add-On Services form part of the Agreement and are subject to these General Terms. A recurring Add-On Service (for example additional Users, Modules, storage or integrations) forms part of the Service from its activation and runs to the end of the Current Term in which it was ordered. It has no separate minimum term, regardless of any different term stated in an Order Form, invoice, marketing material or third-party price list. If the Agreement renews under clause 11, each recurring Add-On Service renews with the rest of the Service for the Renewal Term unless the Customer has validly reduced or

cancelled it under clause 6.2. An Add-On order does not by itself extend the Current Term (see clause 5.4). A one-off Add-On Service (for example training, consultancy or data work) is supplied and charged as ordered and does not renew; clauses 5.3 and 6.2 do not apply to it. Unless otherwise stated in the Order Form or written confirmation, Add-On Services are chargeable from their activation date at PaperDrop's then-current rates or such other rates as are confirmed in writing, pro-rated for any partial billing period.

5.3. Add-On Services may be downgraded, reduced or cancelled only in accordance with clause 6.2, on the same basis and timing as any other subscription element. Where an Add-On Service is ordered less than 2 months before the end of the Current Term, the Customer may nevertheless reduce or cancel it with effect from the start of the next Renewal Term by written notice given before the end of the Current Term. The in-app activation screen and the written confirmation under clause 5.1 will state the Fees for the Add-On Service, that it renews with the Service, and the earliest date on which it may be reduced or cancelled.

5.4. If PaperDrop and the Customer wish to commit to a longer period for an Add-On Service (for example, a multi-year discount tied to additional Users), they must do so by extending the Current Term for the Service as a whole, so that the Add-On Service and the rest of the Service remain co-terminous. Any such new or extended minimum commitment is binding only where it is expressly accepted in writing by an authorised signatory of the Customer, stating the new end date of the committed term and the new minimum committed value. Add-On orders under clauses 5.1–5.3 do not extend the Current Term, and clause 5.2 prevails over any different minimum term referenced elsewhere for an Add-On Service.

6. Users and Subscription Changes

6.1. The Customer may increase the number of Users, Modules or other subscription elements at any time. Increases take effect from activation and are chargeable from that date at the rates in the Order Form or, where none are stated, PaperDrop's then-current rates, pro-rated to the end of the current billing period.

6.2. Reductions in Users, Modules or other subscription elements take effect only from the start of the next Renewal Term, and only if the Customer gives written notice of the reduction at least 2 months before the end of the Current Term. Reductions do not apply retrospectively and do not entitle the Customer to any refund or credit for the Current Term.

6.3. The Customer may not reduce its subscription below any minimum number of Users or Modules stated in the Order Form.

6.4. **Excess use.** Where the Customer uses more than it has purchased — more Users, Modules or other subscription elements than stated in the Order Form, or usage above a limit stated in the Order Form or in a dated usage schedule referenced in it (for example storage, SMS/email volumes or API calls) — PaperDrop will notify the Customer, identifying the measurement. The Customer may then either order the additional elements or capacity as an Add-On Service under clause 5 or bring its use back within what it has purchased; if it does neither within a reasonable time, PaperDrop may restrict or disable

the excess. PaperDrop may charge for excess use already made, from the date it began, at the rate stated in the Order Form or usage schedule in force at that date (not a rate published later). An excess-use charge is a usage charge only: it does not by itself increase the recurring subscription elements or the minimum committed value. Excess-use charges may be disputed under clause 8.11.

7. Onboarding and Implementation

7.1. PaperDrop will provide the Onboarding Services. Onboarding Fees are payable as stated in the Order Form or invoice and, unless stated otherwise, are invoiced on the Effective Date and payable immediately. The Order Form states the Onboarding Fees and that they are non-refundable.

7.2. **Onboarding Fees are non-refundable.** The Onboarding Fee pays for the onboarding process as a whole. PaperDrop performs the main part of it by setting up the Customer's account and database, configuring the Service and making it available to the Account Owner; once it has done so, the Onboarding Fee is earned. The implementation support that follows is there to help the Customer get value from the Service; its format may change over time, and whether or not the Customer takes it up does not affect the Onboarding Fee or any other Fees. The only exception is where PaperDrop has not set up the Customer's account and made the Service available to the Account Owner and the Agreement ends for a reason other than the Customer's default, in which case PaperDrop will refund the Onboarding Fees paid.

7.3. The Customer must provide, promptly and free of charge, all information, data, decisions, system access and staff availability reasonably required for the Onboarding Services. PaperDrop is not responsible for delays or failures caused by the Customer's failure to do so and may proceed using the information then available. A delay caused by the Customer does not postpone the Subscription Start Date, any billing date or the end of the Initial Term. A complaint or dispute about the Onboarding Services does not entitle the Customer to withhold or reduce any Fees, or to terminate the Agreement other than under clause 22.1. This does not affect the Customer's right to dispute an invoice in good faith under clause 8.11.

7.4. **Implementation support.** PaperDrop will offer the implementation support included in the Customer's onboarding programme once the Customer's account is set up. Where that support involves scheduled sessions and, despite PaperDrop making at least three documented attempts to arrange them and giving a final written notice allowing the Customer at least 14 days to engage, the Customer has not engaged within 6 months of the Effective Date, those sessions lapse without refund and without prejudice to the Customer's other obligations.

7.5. **Additional training credits.** Prepaid training or consultancy credits purchased in addition to the implementation package are valid for 12 months from purchase, after which any unused entitlement lapses without refund. Scheduled sessions may be rescheduled without charge on at least 5 Business Days' notice; sessions cancelled or rescheduled on shorter notice may be charged as delivered.

8. Fees and Payment

8.1. The Fees, billing frequency and payment method are set out in the Order Form. Subscription Fees are invoiced in advance at the billing frequency stated in the Order Form, first on the Subscription Start Date and thereafter at the start of each billing period. The billing frequency is a payment accommodation only and does not affect the Customer's commitment for the Current Term.

8.2. All payments must be made by Direct Debit, credit/debit card or another payment method approved by PaperDrop, through PaperDrop's approved payment providers (which may include GoCardless, Stripe or similar).

8.3. The Customer must set up a valid payment method with PaperDrop's payment provider by the Subscription Start Date, keep it active and up to date at all times during the Agreement, and authorises PaperDrop and its payment providers to collect all Fees as they fall due. If no valid payment method is in place when any Fees fall due, PaperDrop may invoice the Customer for payment by bank transfer, payable within 7 days of the invoice date (or, for Onboarding Fees, as stated in clause 7.1); this does not postpone the Subscription Start Date, the Due Date of any other Fees, or the Customer's obligation to set up a payment method. Cancelling a Direct Debit or card mandate is not notice of termination or non-renewal and does not end the Agreement or reduce the Fees payable; notice of non-renewal is given only under clause 11.

8.4. If a payment fails, PaperDrop may re-attempt collection. The Customer must remedy any failed payment within 7 days of notice.

8.5. All invoices are payable by the Due Date, which will be stated on the invoice.

8.6. If any sum (other than a Disputed Sum) is not paid by the Due Date, PaperDrop may charge interest and the fixed compensation sum under the Late Payment of Commercial Debts (Interest) Act 1998 from the day after the Due Date until payment, together with its reasonable costs of recovering the debt to the extent they exceed that fixed sum, in accordance with section 5A of that Act.

8.7. If any sum (other than a Disputed Sum) remains unpaid 7 days after written notice of non-payment, PaperDrop may suspend the Service under clause 21. Suspension does not cancel the Agreement (see clause 21.2). PaperDrop may condition restoration of the Service on payment of all outstanding sums other than Disputed Sums.

8.8. All sums are payable in full without withholding, set-off, counterclaim or deduction, except for any amount PaperDrop has acknowledged in writing as due to the Customer. If the Customer believes PaperDrop owes it money, it should raise that with PaperDrop separately rather than deduct it from an invoice.

8.9. All Fees are exclusive of VAT and any other applicable taxes, which the Customer must pay in addition at the prevailing rate.

8.10. Except where the Agreement expressly states otherwise, all Fees are non-refundable.

8.11. **Invoice disputes.** If the Customer disputes an invoice (in whole or part) in good faith, it must notify PaperDrop in writing within 20 Business Days of the invoice date, identifying the disputed amount and giving reasonable detail of the grounds of dispute, and must pay the undisputed balance by the Due Date. Only amounts so notified are Disputed Sums. A dispute notified later does not make the sum a Disputed Sum for the purposes of suspension under clause 21 or collection, except in the case of fraud, manifest error or a matter the Customer could not reasonably have discovered within that period. The parties will seek to resolve Disputed Sums promptly and in good faith. Nothing in this clause prevents PaperDrop from claiming payment of any sum it considers due. General dissatisfaction with the Service is not an invoice dispute: service problems should be raised with support, and invoices remain payable while they are looked into.

8.12. Payment plans. PaperDrop may, at its discretion, agree a payment plan, a temporary change to billing frequency or another accommodation with a Customer. Any such accommodation does not vary the Agreement or waive any of PaperDrop's rights unless PaperDrop expressly says so in writing.

9. Discounts and Special Offers

9.1. Any discount, introductory price or special offer applies only for the period, and subject to the conditions, stated in the Order Form. Discounts may be conditional on (among other things) a minimum committed term, a particular payment method or a particular start date.

9.2. Where a discount is given in return for the Customer committing to a stated Initial Term (for example 24 or 36 months), the Order Form will state the undiscounted price, the value of the discount and that it is granted in return for that commitment. The discounted price forms part of the Customer's net contracted rates for the Current Term.

9.3. All Fees under the Agreement, including Fees continuing under clause 22.4 and any Committed Remaining Value under clause 22.5, are calculated at the Customer's net contracted rates. PaperDrop does not withdraw, reverse or claw back a discount because of the Customer's breach or default.

10. Price Changes

10.1. **Annual CPI adjustment.** PaperDrop may apply an annual price adjustment to all recurring Fees based on the UK Consumer Prices Index (CPI) published by the Office for National Statistics, using the most recently published 12-month CPI rate (all items, ONS series D7G7 or any successor series) available at the time PaperDrop issues its annual CPI notice. If the relevant CPI figure is negative, no adjustment will be made (Fees will not decrease).

10.2. CPI adjustments do not apply during the Initial Term. Once the Initial Term has ended, the CPI adjustment takes effect on 1 January each year, regardless of billing frequency.

10.3. PaperDrop will give one written CPI notice per year, at least 60 days before the adjustment takes effect, stating the percentage to be applied. That annual notice is sufficient for all Customers regardless of billing schedule. If a Customer did not receive the

annual notice at least 60 days before the date on which the adjustment would otherwise take effect for it, the adjustment takes effect for that Customer 60 days after it receives the notice.

10.4. **Renewal pricing.** PaperDrop may otherwise change its prices with effect from the start of a Renewal Term by written notice received at least 120 days before that Renewal Term starts. If the notice is received later than that, the new prices take effect only from the start of the following Renewal Term, unless the Customer agrees otherwise in writing. If the Customer does not wish to renew at the new prices, its remedy is non-renewal under clause 11.

10.5. Add-On Services ordered during the Subscription Term are charged at PaperDrop's then-current rates unless different rates are stated in the Order Form or agreed in writing.

10.6. Apart from adjustments made in accordance with this clause 10, no price increases will be applied during the Current Term unless expressly agreed in writing by both parties. A price adjustment made in accordance with this clause 10 does not give the Customer any right to terminate during the Current Term (the Customer's remedy being non-renewal as set out above).

11. Renewal and Notice of Non-Renewal

11.1. On expiry of the Initial Term, and on expiry of each Renewal Term, the Agreement automatically renews for a further Renewal Term of 12 months unless either party gives written notice of non-renewal at least 2 months before the end of the Current Term. The last date for notice is the date two calendar months before the end of the Current Term (or, if that month has no corresponding date, the last day of that month); if that date is not a Business Day, it is the preceding Business Day. PaperDrop will state that date, or how it is calculated, in the Order Form, will confirm the date in writing after signature, and is not obliged to remind the Customer of it. It is the date by which the notice must be received under clause 26.1; a notice sent by email before 5.00 pm (UK time) on that date is received in time. Each Renewal Term is for 12 months at the rates then applicable under clause 10 to the Users, Modules and other recurring subscription elements active at the start of that Renewal Term, after any valid reduction under clause 6.2.

11.2. The Customer's notice of non-renewal is valid only if it is: (a) in writing; (b) sent by email to the address stated in the Order Form for notices (or such other address as PaperDrop notifies in writing); and (c) given by a director of the Customer, the signatory to the Order Form, a contact nominated by the Customer in the Order Form or within the Service, or another person whom PaperDrop reasonably believes has authority to give it. A phone call or chat message is not notice on its own; it must be confirmed by email so that both parties have a record. If PaperDrop reasonably doubts the sender's authority, it may ask the Customer to confirm it; if the Customer confirms within 5 Business Days of the request, the notice is treated as received on its original receipt date. PaperDrop will state the notice address on each invoice. If an authorised person sends a clear written notice of non-renewal by email to a PaperDrop account manager or another PaperDrop email address instead of the notice address, PaperDrop will not treat the notice as invalid for that

reason alone, and it will be treated as received on the date it would have been received under clause 26.1 had it been sent to the notice address.

11.3. Receipt of a notice of non-renewal is determined by clause 26.1. PaperDrop will as a matter of good practice acknowledge receipt in writing within 5 Business Days, but a notice validly given under clauses 11.2 and 26.1 is effective whether or not it is acknowledged.

11.4. Notice of non-renewal does not affect the Customer's obligation to pay all Fees for the remainder of the Current Term.

12. Customer Obligations and Acceptable Use

12.1. The Customer is responsible for satisfying itself, before entering into the Agreement, that the Service meets its business requirements. PaperDrop does not warrant that the Service will meet requirements not expressly stated in the Order Form.

12.2. The Customer must: (a) use the Service in accordance with the Agreement, applicable law and any reasonable instructions or documentation issued by PaperDrop; (b) ensure that its Users, employees and contractors comply with the Agreement, and remain responsible for their acts and omissions; (c) keep all login credentials secure and confidential, enable multi-factor authentication where PaperDrop makes it available, and notify PaperDrop promptly of any suspected unauthorised access; access gained through the Customer's credentials is the Customer's responsibility unless it results from PaperDrop's breach; (d) be responsible for the accuracy, completeness and legality of all Customer Data entered into the Service; (e) provide and maintain its own devices, browsers, internet connectivity and internal processes needed to use the Service; and (f) train its staff in the proper use of the Service.

12.3. The Customer must not use the Service: (a) unlawfully or in breach of third-party rights; (b) to store or transmit malicious code or infringing, unlawful or offensive material; or (c) in a way that damages, overloads or impairs the Service or other customers' use of it.

12.4. The Customer is responsible for its own compliance with all legal and regulatory obligations applicable to its business, including health and safety, employment, tax, CIS, accounting and construction-industry obligations. Use of the Service does not transfer any of those obligations to PaperDrop. Where the Customer uses the Service to send emails, SMS or other communications, the Customer is responsible for those communications and for compliance with applicable marketing, anti-spam and privacy laws.

12.5. PaperDrop may rely on instructions, orders for Add-On Services under clause 5, and other operational communications given by the signatory to the Order Form, a director of the Customer, the Account Owner, or any administrator or contact nominated by the Customer in the Order Form or within the Service, until the Customer notifies PaperDrop in writing that the person is no longer authorised. Extending the Current Term, or entering into a new minimum commitment under clause 5.4, requires acceptance by an authorised signatory of the Customer; ordinary Add-On orders under clause 5.1 do not.

13. RAMS, Compliance and Customer Records

13.1. The Service provides tools, templates, workflows, storage and management functionality that may assist the Customer with RAMS, risk assessments, method statements, forms, timesheets, stock records, payroll and accounting exports and other compliance-related documents.

13.2. PaperDrop is a software provider. PaperDrop does not act as the Customer's health and safety consultant, legal adviser, tax adviser, accountant or compliance officer, and nothing in the Service or its outputs constitutes professional advice, unless expressly agreed in a separate written engagement.

13.3. The Customer remains solely responsible for reviewing, checking and approving all RAMS, risk assessments, method statements, compliance documents, certifications, reports, records, exports and submissions produced using or stored in the Service, including any documents based on templates provided by PaperDrop, before relying on them or submitting them to any third party.

13.4. **AI features.** Where the Service includes features that generate content or suggestions using artificial intelligence or machine learning, the Customer acknowledges that outputs are generated automatically, may be inaccurate or incomplete, and are provided to assist the Customer only. The Customer must review, verify and approve all AI-generated outputs before use, particularly where they may affect health and safety, legal compliance, customer communications or financial outcomes. PaperDrop is not liable for the Customer's reliance on AI-generated outputs that the Customer has not verified.

13.5. **Location features.** Where the Service includes location, tracking or geofencing functionality (for example in timesheets or scheduling), the Customer is responsible for ensuring its use of those features complies with Data Protection Legislation and applicable workplace-monitoring laws, including identifying an appropriate lawful basis for the processing, providing all required transparency information to its workers and other individuals, and carrying out any required data protection impact assessment. The Customer acknowledges that consent will often not be an appropriate lawful basis in an employment context.

14. Third-Party Services and Integrations

14.1. The Service may integrate with third-party products and services (including Xero, QuickBooks, GoCardless, Stripe and similar) ("Third-Party Services"). Third-Party Services are provided by third parties under their own terms, are not under PaperDrop's control, and may change, be interrupted or be withdrawn at any time.

14.2. The Customer is responsible for maintaining its own accounts, subscriptions and permissions with Third-Party Services and for the accuracy of data it chooses to synchronise.

14.3. PaperDrop is not liable for any failure, defect, interruption or data issue to the extent caused by a Third-Party Service, and changes to Third-Party Services that affect an

integration do not constitute a breach of the Agreement by PaperDrop. Where an integration is materially affected, PaperDrop will use reasonable endeavours to restore or replace equivalent functionality where practicable.

15. Support, Updates and Changes to the Service

15.1. PaperDrop will provide support for the Service during its normal business hours on Business Days, unless a separate support policy or Service Level Agreement is agreed in writing. PaperDrop aims to respond to support requests within one Business Day. Unless a Service Level Agreement is agreed, this is a target and not a contractual commitment, and no specific response or resolution times are guaranteed.

15.2. PaperDrop may update, improve, replace or modify the Service and its features at any time. New versions may not include all functions of previous versions, provided that changes do not materially reduce the core functionality of any Module or package for which the Customer pays. If PaperDrop permanently removes a material function of a Module for which the Customer pays separately and does not provide materially equivalent replacement functionality, clause 15.5 applies to that Module.

15.3. No product roadmap, planned feature or delivery date is binding on PaperDrop unless expressly set out in the Order Form. The Customer's purchase is based on the Service's current functionality, not on any future features or enhancements. Any feature identified as beta, preview or early access is provided as-is, may be changed or withdrawn at any time, and is excluded from any service commitments.

15.4. PaperDrop may carry out planned maintenance and will use reasonable endeavours to minimise disruption.

15.5. If PaperDrop decides to permanently discontinue the Service (or a Module for which the Customer pays separately), or clause 15.2 applies to a Module, and PaperDrop does not provide materially equivalent replacement functionality: (a) PaperDrop may terminate the Agreement (or the affected Module) on at least 90 days' written notice; and (b) in the case of an affected Module, the Customer may terminate its subscription to that Module on 30 days' written notice given within 60 days of the change taking effect. In either case PaperDrop will refund, as the Customer's sole remedy, any prepaid Fees for the affected element relating to the period after termination, and the Fees for the remainder of the Current Term are reduced accordingly. The rest of the Agreement continues unaffected.

16. Intellectual Property

16.1. PaperDrop and its licensors own all intellectual property rights in and to the Service, including the software, platform, source code, design, workflows, templates created by PaperDrop, configuration methods, documentation, know-how and all improvements and modifications. Except for the use rights expressly granted in clause 3, no rights in the Service are transferred to the Customer.

16.2. The Customer grants PaperDrop a non-exclusive, perpetual, royalty-free licence to use any feedback, suggestions or ideas about the Service provided by the Customer or its

Users to improve and develop the Service. This does not permit PaperDrop to disclose the Customer's Confidential Information or personal data, and is subject to clauses 17 and 18.

16.3. PaperDrop may use anonymised and aggregated data derived from use of the Service for analytics, benchmarking and product development, provided that neither the Customer nor any individual is identifiable. Such anonymised and aggregated data is not the Customer's Confidential Information.

16.4. **IP infringement protection.** PaperDrop will indemnify the Customer against amounts awarded against it (or agreed in settlement by PaperDrop) in respect of a third-party claim that the Customer's use of the Service in accordance with the Agreement infringes that third party's UK intellectual property rights, provided the Customer: (a) notifies PaperDrop promptly; (b) makes no admission or settlement without PaperDrop's written consent; (c) gives PaperDrop sole conduct of the claim; and (d) provides reasonable assistance at PaperDrop's expense. If such a claim is made or is in PaperDrop's reasonable opinion likely, PaperDrop may obtain the right for the Customer to continue using the Service, modify or replace the affected element without materially reducing functionality, or terminate the Agreement and refund prepaid Fees for the period after termination. This clause states the Customer's sole and exclusive remedy for intellectual property infringement. It does not apply to claims arising from Customer Data, use of the Service other than as permitted, or combination of the Service with items not supplied by PaperDrop. Liability under this clause 16.4 is subject to the cap in clause 20.3.

17. Customer Data and Data Protection

17.1. The Customer owns all right, title and interest in the Customer Data. The Customer grants PaperDrop a non-exclusive licence (including the right to sublicense to its hosting providers and approved sub-processors to the extent needed to perform the Agreement, subject to the DPA) to host, copy, transmit, process, back up, display and otherwise use the Customer Data as necessary to provide the Service, provide support, comply with law, and exercise its rights under the Agreement.

17.2. Each party will comply with the Data Protection Legislation. In respect of personal data processed by PaperDrop on the Customer's behalf in providing the Service, the Customer is the controller and PaperDrop is the processor, and the DPA applies.

17.3. The Customer is responsible for the lawfulness of the Customer Data, including having a lawful basis for the personal data of its employees, workers and other individuals that it processes via the Service.

17.4. The Customer may export the Customer Data at any time during the Subscription Term (including during any suspension under clause 21, subject only to clause 21.2), and for 60 days after termination or expiry of the Agreement, using the Service's standard export functionality. PaperDrop may charge at its standard rates for export assistance beyond that standard functionality. Nothing in this clause limits the Customer's rights, or PaperDrop's obligations, under the DPA or the Data Protection Legislation in respect of personal data. After that period, PaperDrop will delete Customer Data within the

timeframes stated in the DPA, unless retention is required by law; deletion from backups follows PaperDrop's documented backup cycle.

18. Confidentiality

18.1. Each party must keep the other party's Confidential Information confidential, use it only for the purposes of the Agreement, and not disclose it to third parties except: (a) to its employees, advisers, insurers, subcontractors and (in PaperDrop's case) sub-processors who need to know it and are bound by equivalent obligations; or (b) where disclosure is required by law, court order or a regulator, in which case the recipient will, where lawful, notify the other party promptly and disclose only what is required. The Order Form and its pricing are the Confidential Information of both parties.

18.2. Confidential Information does not include information that: (a) is or becomes public other than through breach of the Agreement; (b) was already lawfully known to the recipient without a duty of confidence; (c) is lawfully received from a third party free to disclose it; or (d) is independently developed without use of the other party's Confidential Information.

18.3. On termination or expiry of the Agreement, each party must on request return or delete the other party's Confidential Information, except that a party may retain copies required by law, held in routine backups until deleted in the ordinary course, or reasonably needed to enforce the Agreement, in each case subject to continuing confidentiality. Customer Data is dealt with under clause 17.4 and the DPA.

18.4. The obligations in this clause 18 survive termination or expiry of the Agreement for 5 years, and indefinitely in respect of trade secrets and Customer Data.

19. Warranties and Disclaimers

19.1. PaperDrop warrants that it will provide the Service with reasonable skill and care.

19.2. The Customer acknowledges that the Service is provided over the internet and that PaperDrop does not warrant that the Service will be uninterrupted, error-free or available at all times, or that it will meet the Customer's requirements except as expressly stated in the Order Form.

19.3. All other conditions, warranties and terms implied by statute or common law are excluded to the fullest extent permitted by law.

20. Limitation of Liability

20.1. Nothing in the Agreement limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded under English law.

20.2. Subject to clause 20.1, PaperDrop is not liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: (a) loss of profit, revenue, business, anticipated savings or goodwill; (b) any indirect or consequential loss; or (c) loss or

corruption of data, except as set out in clause 20.6. Wasted expenditure is recoverable only to the extent that it is a direct loss and is subject to the cap in clause 20.3.

20.3. Subject to clauses 20.1 and 20.2, PaperDrop's total aggregate liability arising out of or in connection with the Agreement for all claims arising from events occurring in any Contract Year is limited to the total Fees paid and payable by the Customer under the Agreement in respect of that Contract Year. A series of connected events is treated as a single event occurring in the Contract Year in which the first of them occurred, and an event spanning two Contract Years is treated as occurring in the Contract Year in which it began.

20.4. Nothing in this clause 20 limits or excludes the Customer's obligation to pay the Fees, interest and debt-recovery costs under clause 8.6, or any Committed Remaining Value under clause 22.5, none of which counts towards or is subject to the cap in clause 20.3. Each party's liability is calculated after applying this clause 20 and before any set-off permitted under the Agreement.

20.5. PaperDrop is not liable to the extent a loss is caused by: (a) the Customer's failure to input correct or complete data, maintain its records, review documents as required by clause 13, or use the Service in accordance with the Agreement; (b) a Third-Party Service; or (c) the Customer's breach of its legal or regulatory obligations. Paragraph (b) does not exclude liability to the extent a loss is caused by PaperDrop's breach of its obligation under clause 14.3.

20.6. PaperDrop hosts the Service on Microsoft Azure in the United Kingdom and relies on Azure's built-in automated backup and data-protection features. Currently, the database can be restored to any point within the preceding 35 days and stored files and documents to any point within the preceding 30 days, and Customer Data is stored redundantly across two United Kingdom regions. PaperDrop may change its backup arrangements from time to time provided they remain in line with industry-standard practice for cloud software. PaperDrop's obligation, and the Customer's sole remedy, for loss or corruption of Customer Data caused by PaperDrop is for PaperDrop to use reasonable endeavours to restore the affected Customer Data from the most recent available backup, except that, if PaperDrop cannot materially restore the Customer Data from backup because of its own breach of the Agreement, the Customer may claim its direct losses subject to clauses 20.2 and 20.3.

20.7. Nothing in this clause 20 excludes the Customer's remedy in damages, subject to the cap in clause 20.3, for PaperDrop's material failure to provide the Service for which the Customer has paid.

21. Suspension

21.1. PaperDrop may suspend the Customer's access to all or part of the Service, on written notice, where: (a) sums (other than Disputed Sums) remain unpaid 7 days after notice under clause 8.7; (b) the Customer is in material breach of clauses 3.3, 12 or 13; (c) suspension is reasonably necessary to protect the security or integrity of the Service, Customer Data or other customers; or (d) suspension is required by law. In the cases in (c)

and (d), where advance notice is not reasonably possible, PaperDrop may suspend immediately and give notice as soon as reasonably practicable afterwards.

21.2. PaperDrop will limit suspension to what is reasonably necessary and, where practicable, will preserve the Customer's read-only and standard export access during suspension unless doing so would create a security or legal risk or would be technically impracticable. Non-payment alone does not remove the Customer's standard export right under clause 17.4. PaperDrop will restore access promptly once the ground for suspension is resolved. Suspension does not terminate the Agreement. Where suspension is attributable to the Customer (including non-payment, breach, or a risk arising from the Customer's systems, Users or Customer Data), Fees continue to accrue during suspension and the Customer's payment obligations continue in full. Where suspension is caused solely by PaperDrop or by a platform-wide incident not attributable to the Customer, the Customer's remedy is under any Service Level Agreement or, if none, under clauses 19 and 20.

22. Termination

22.1. Either party may terminate the Agreement with immediate effect by written notice if the other party: (a) commits a material breach of the Agreement which is irremediable or which it fails to remedy within 30 days of written notice requiring it to do so; or (b) subject to clause 22.7, becomes insolvent, enters administration, liquidation or a company voluntary arrangement, has a receiver appointed, or suffers any analogous event. If the Customer terminates under this clause 22.1, PaperDrop will refund any Subscription Fees paid in advance for the period after termination.

22.2. PaperDrop may additionally terminate the Agreement with immediate effect by written notice if: (a) any sum (other than a Disputed Sum) remains unpaid 30 days after written notice of non-payment; or (b) the Customer commits a serious or repeated breach of clause 3.3 or clause 12.3.

22.3. The Customer has no right to terminate the Agreement during the Subscription Term except under clause 22.1 or as otherwise expressly stated in the Agreement (see clause 4.2).

22.4. Route one — Agreement continues. If the Customer fails to pay sums due, PaperDrop may keep the Agreement in force, suspend the Service under clause 21, and continue to invoice and collect all Fees, at the Customer's net contracted rates, as they fall due for the remainder of the Current Term. PaperDrop will remain ready to restore the Service on payment in accordance with clause 21.2. Exercising this route does not require termination and does not waive any other right.

22.5. **Route two — termination and acceleration.** If the Customer purports to terminate the Agreement other than as permitted by the Agreement, or otherwise repudiates it, PaperDrop may accept that repudiation and terminate the Agreement with immediate effect by written notice. Where PaperDrop terminates on that basis, or under clause 22.1 or 22.2 for the Customer's default, it may, in that notice or a later written notice, require the Customer to pay the Committed Remaining Value. The notice must say that PaperDrop has

chosen this route and that the Agreement is terminated, and must show the calculation. The "Committed Remaining Value" is: (i) the recurring Subscription Fees, including recurring Fees for Add-On Services, that would have fallen due from the date of termination to the end of the Current Term, at the Customer's net contracted rates (after any discount stated in the Order Form); less (ii) any part of those Fees already paid or credited; less (iii) 20% of the resulting balance, reflecting the benefit to PaperDrop of accelerated receipt and the costs it avoids by ceasing supply; plus VAT if and to the extent applicable. Onboarding Services, professional services, training or usage not yet supplied at termination are not included and are recoverable only to the extent already accrued or otherwise recoverable at law. The Committed Remaining Value is payable within 30 days of the notice.

22.6. PaperDrop may not, in respect of the same period, both recover the Committed Remaining Value under clause 22.5 and continue to invoice under clause 22.4; sums received under one route are credited against the other, and PaperDrop will not recover more than once for the same loss or the same period. The Committed Remaining Value represents Fees the Customer committed to pay for the term it selected, adjusted as set out above; it excludes Disputed Sums; and unpaid amounts carry interest only under clause 8.6.

22.7. **Customer insolvency.** Where the Customer becomes subject to a relevant insolvency procedure to which section 233B of the Insolvency Act 1986 applies, PaperDrop's rights to terminate or suspend by reason of that procedure, or of any event occurring before it, are exercisable only to the extent permitted by that section (including with the consent of the officeholder or the Customer, or with the permission of the court). PaperDrop's rights in respect of non-payment or other breaches occurring after the start of that procedure are unaffected.

23. Consequences of Termination

23.1. On termination or expiry of the Agreement: (a) the Customer's and its Users' access to the Service ends (subject to the export window in clause 17.4); (b) all Fees accrued, and any Committed Remaining Value elected under clause 22.5, become payable as set out in this Agreement, and PaperDrop may issue a final invoice and account statement showing the calculation; (c) each party must return or delete the other's Confidential Information in accordance with clause 18.3; and (d) no Fees are refundable except as expressly stated in the Agreement.

23.2. Termination does not affect rights and remedies accrued at termination. Clauses 4.3, 8, 16, 17.4, 18, 20, 22.5–22.7, 23 and 27, and any other clause intended by its nature to survive, survive termination or expiry. For the avoidance of doubt, termination ends route one under clause 22.4 but does not affect any Fee that accrued before termination.

24. Force Majeure

24.1. Neither party is liable for failure or delay in performing its obligations (other than obligations to pay money) to the extent caused by events beyond its reasonable control, including strikes, natural disasters, fire, war, pandemics, failures of utilities or telecommunications networks, or acts of government.

24.2. The affected party must notify the other promptly, use reasonable endeavours to mitigate, and resume performance when the event ends. If a force majeure event makes the Service materially unavailable to the Customer continuously for more than 10 Business Days, PaperDrop will give a pro-rata credit of the Subscription Fees for the continuing period of material unavailability. If the material unavailability continues for more than 30 days, either party may terminate the Agreement on written notice, in which case the Customer remains liable for Fees accrued to the date of termination and PaperDrop will refund any prepaid Fees for the period after termination. Where a Service Level Agreement provides an equivalent or more favourable remedy, that remedy applies instead.

25. Changes to these General Terms

25.1. PaperDrop may update these General Terms from time to time by written notice. Each update will state its version number, date and effective date and summarise the material changes. Any change not covered by clause 25.2 takes effect no earlier than 30 days after the notice is received.

25.2. A change that would materially reduce the Customer's rights or materially increase its obligations or costs takes effect at the start of the Customer's next Renewal Term, provided the notice is received at least 120 days before that Renewal Term starts; if it is received later, the change takes effect at the start of the following Renewal Term, unless the Customer agrees otherwise in writing. If the Customer does not wish to renew on the changed terms, its remedy is non-renewal under clause 11. A change required by law or regulation, or strictly necessary to comply with a requirement of a payment or infrastructure provider or to maintain the security or continued technical operation of the Service, may instead take effect on the date stated in the notice; if such a change permanently discontinues the Service or a Module for which the Customer pays separately, or permanently removes a material function of such a Module, and PaperDrop does not provide materially equivalent replacement functionality, clause 15.5 applies. Changes to prices are made under clause 10, not this clause.

25.3. Changes made in accordance with this clause 25 do not give the Customer a right to terminate the Agreement during the Current Term, except under clause 15.5 where it applies.

26. General

26.1. **Notices.** Notices under the Agreement must be in writing and sent by email to the addresses stated in the Order Form (or as updated by written notice). A notice sent by email is deemed received at the time it is sent if sent before 5.00 pm (UK time) on a Business Day, and otherwise at 9.00 am (UK time) on the next Business Day, in each case provided the sender does not receive a delivery-failure message. This receipt rule applies to all notices under the Agreement, including notices of non-renewal. Each party must keep its contact details up to date; notices sent to the most recently notified details are validly given. PaperDrop will, where practicable, copy notices of non-payment, suspension and termination to a second Customer contact where one is nominated, but failure to do so does not affect the validity of the notice. PaperDrop may also give notice of changes under

clause 25 and under the DPA within the Service. An updated version accepted within the Service by the Account Owner or an administrator is binding on the Customer from that acceptance. Notice periods run from the email notice. Notices of non-payment, suspension, termination and non-renewal are given by email only.

26.2. **Assignment.** The Customer may not assign or transfer the Agreement without PaperDrop's prior written consent (not to be unreasonably withheld). PaperDrop may assign the Agreement to an affiliate or to a purchaser of its business, and may subcontract its obligations provided it remains responsible for its subcontractors.

26.3. **Waiver.** No failure or delay in exercising a right is a waiver of it.

26.4. **Severability.** If any provision is found invalid or unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder of the Agreement continues in force.

26.5. **No partnership.** Nothing in the Agreement creates a partnership, joint venture or agency between the parties.

26.6. **Third-party rights.** A person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the Agreement.

26.7. **Marketing reference.** PaperDrop may identify the Customer as a customer, and use the Customer's name and logo, in its marketing materials and customer lists, unless and until the Customer objects in writing. PaperDrop will obtain the Customer's prior consent before publishing a case study or testimonial naming the Customer.

27. Governing Law and Jurisdiction

27.1. The Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes) are governed by the laws of England and Wales.

27.2. The parties will first seek to resolve any dispute through good-faith negotiations between senior representatives for a period of 30 days. Either party may propose mediation, but mediation is not a precondition to proceedings. This clause does not apply to, or delay: (a) claims for payment of Fees or other debts due under the Agreement; (b) applications for injunctive or other urgent relief; or (c) proceedings necessary to protect a limitation period. Failing resolution, the courts of England and Wales have exclusive jurisdiction, except that either party may seek injunctive relief in any court of competent jurisdiction.