



Terms of Service

Paperless Construction Limited

Version 5.6

20/05/2026

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Special Terms & Notes

1) Contract Type

Contract Types: Free Trial / Paid Trial / Monthly / Annual / Fixed-Term

This selection defines the applicable Contract Type under the Paperless Terms of Service and the relevant Services Order Form.

Each Agreement shall be interpreted by reference to both:

- (a) the Contract Type; and
- (b) the Pricing Basis stated in the Services Order Form or Special Terms & Notes.

Trial Contracts are governed by Clause 17A.

2) Pricing Basis / Charging Model

Not all Agreements are priced or structured on the same basis.

Each Agreement shall state the applicable Pricing Basis in the Services Order Form, quotation, proposal, invoice, or Special Terms & Notes.

The applicable Pricing Basis may be one or more of the following:

(a) Lump Sum Contract

A fixed price contract for the agreed scope, features, modules, users, projects, support level, contract period, and any other commercial terms stated in the Services Order Form.

(b) Per Active User Contract

A usage-based contract where Charges are calculated by reference to the number of Active Users (AUs), subject to the agreed rates, limits, Fair Use terms, and overage provisions stated in the Services Order Form.

(c) Per Licensed User Contract

A usage-based contract where Charges are calculated by reference to the number of Licensed Users (LUs), subject to the agreed rates, limits, Fair Use terms, and overage provisions stated in the Services Order Form.

(d) Per Active Project Contract

A usage-based contract where Charges are calculated by reference to the number of Active Projects (APs) or Paid Active Projects (PAPs), subject to the agreed rates, limits, Fair Use terms, and overage provisions stated in the Services Order Form.

(e) Hybrid Contract

A contract that combines two or more pricing bases, including but not limited to lump sum pricing, Active User pricing, Licensed User pricing, Active Project pricing, Paid Active Project pricing, onboarding charges, setup charges, support charges, training charges, consultancy charges, or usage-based overages. Where the applicable Pricing Basis is not expressly stated, the Charges shall be calculated in accordance with the Services Order Form, quotation, invoice, written proposal, or written agreement issued by the Provider and accepted by the Customer.

3) Trial Contract Details

Where the Contract Type is Free Trial or Paid Trial, the Services Order Form or Special Terms & Notes shall state the applicable trial details, including where relevant:

- (a) Trial Type: Free Trial / Paid Trial
- (b) Trial Start Date
- (c) Trial End Date
- (d) Included modules and features
- (e) Active User limit
- (f) Licensed User limit
- (g) Active Project or Paid Active Project limit
- (h) Included support level
- (i) Onboarding, setup, training, implementation, data migration, or consultancy Charges
- (j) Any trial-specific exclusions or restrictions

Unless expressly agreed otherwise in writing, Free Trials and Paid Trials are subject to Clause 17A.

4) Onboarding and Account Setup

Where onboarding, account setup, configuration, training, implementation, data migration, or consultancy is required, the applicable Charges shall be stated in the Services Order Form, quotation, proposal, invoice, or Special Terms & Notes.

Unless expressly waived in writing by the Provider, any Free Trial access granted before a paid contract starts does not waive, reduce, or replace any onboarding, account setup, configuration, training, implementation, data migration, or consultancy Charges required for the paid service.

5) Active Users (AUs)

Active Users (AUs) are the number of unique users who accessed the applications, logged in, were scanned, were inputted into the application, or were otherwise recorded in the application in one form or another. This includes all user levels.

AUs also include unique once-off Visitors who are added to Timekeeping, Briefings, Checklists, or any other feature more than 3 times per calendar month.

6) Licensed Users (LUs)

Licensed Users (LUs) are the number of Admins, Site Management users, Supervisors, or other named users who have login access, use the applications, log in, are scanned, are inputted into the application, or are otherwise recorded in the application in one form or another.

7) Active Projects (APs)

Active Projects (APs) are the number of active projects against which records are created in one form or another. This includes any admin, test, trial, training, global company, or central company project used to create, store, manage, or organise records, unless expressly excluded in the Services Order Form.

8) Fair Use and Overages

Usage will be monitored in line with the Fair Use definition and the Pricing Basis stated in the Services Order Form. If the Customer exceeds the agreed number of Active Users, Licensed Users, Active Projects, Paid Active Projects, modules, records, storage, support allocation, or any other agreed usage limit, the excess usage may be charged at the agreed rates unless otherwise agreed in writing.

Overages may be charged periodically, in arrears, or at the next renewal, invoice, contract review, or billing event, at the Provider's discretion.

9) VAT

All Rates and Charges are exclusive of VAT unless expressly stated otherwise.

[down by the Provider to the nearest quarter hour);

Standard Terms of Service

Please read these **Standard Terms of Service** carefully. All contracts that the Provider may enter into from time to time for the provision of the Hosted Services and related services shall be governed by these terms and conditions.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms of Service:

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"Agreement" means a contract between the parties incorporating these Terms and Conditions and any amendments to that contract from time to time;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Calendar Months" are to the 12 named periods (January, February and so on) into which a year is divided.

"Contract Types" are defined as:

"Annual Contract" means a contract with a one-year Initial Period (or longer), which auto-renews annually unless terminated in accordance with Clause 17.4.

"Monthly Contract" means a contract that continues on a month-to-month basis and may be terminated by either party in accordance with Clause 17.3.

"Fixed-Term Contract" means a non-renewing agreement for a specific project or duration, which terminates in accordance with Clause 17.2.

"Trial Contract" means a short-term contract, typically offered free or at reduced cost, for evaluation purposes, and which auto-expires in accordance with Clause 17.2.unless extended.

"Charges" means the following amounts:

- (a) the amounts specified in the Services Order Form;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of the Agreement) by the time spent by the Provider's personnel performing the Support Services (rounded

"Customer" means the person or entity identified as such in Section 1 of the Services Order Form;

"Customer Confidential Information" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential"; or
 - (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the Customer Data

"Customer Data" means 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 (but excluding analytics data relating to the use of the Platform and server log files);

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to the Agreement, but excluding *personal data* with respect to which the Provider is a data controller;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679)];

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"Effective Date" means the earlier of:

- (a) the date on which the parties execute a hard-copy or electronic (PDF) Services Order Form;
- (b) the date on which the Customer completes and submits the online Services Order Form published by the Provider and receives an order confirmation;
- (c) the date on which the Customer makes full or partial payment of an issued invoice; or
- (d) any date expressly agreed in writing by both parties as the service commencement date.

"Fair Use" means using the services as intended and in line with the pricing model and the limits

detailed below, although Paperless Construction reserves the right to amend these limits.

- (a) AUs (Active Users) are the number of unique users who accessed the applications or logged in or been either scanned or inputted into the application in one form or another. This also includes all unique "once-off" Visitors that has been added to Timekeeping, Briefings or Checklist records more than 3 times in a calendar month (as per Fair Use (d)).
- (b) LUs (Licensed Users) are the number of Admins, Site Management and Supervisors who have login access, used the applications, or have logged in or been either scanned or inputted into the application in one form or another.
- (c) The acceptable ratio of Licensed Users to Workers / Once-off Visitors should remain below 1 Licensed Users for every 25 Workers / Once-off Visitors - unless agreed otherwise in writing.
- (d) Visitors are classified as users who visit projects on once-off occasions. Visitors that are recorded on the system (timekeeping, briefings, checklists and any other feature) more than 3 times per calendar month are outside the fair use terms and will be counted as active users (AUs).
- (e) Overages to the above will be charged periodically at the agreed rates.

"Force Majeure Event" means 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, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means Paperless Construction Applications as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with these Terms and Conditions;

"Hosted Services Defect" means a defect, error or bug in the Platform having an 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, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in the Agreement; 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" means the specification for the Platform and Hosted Services set out in Section 2 of the Services Order Form and in the Documentation;

"Initial Period" means the minimum contract duration as stated in the Services Order Form, subject to Clause 2.2. Following the Initial Period, the Agreement shall renew or terminate in accordance with Clause 17.

"Intellectual Property Rights" means 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 (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services and the application of Updates and Upgrades;

"Mobile App" means any mobile application by Paperless Construction that is made available by the Provider through the *Google Play Store* and the *Apple App Store*;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

"Platform" means 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 any hardware supplied by the Provider on which that application, database, system and server software is installed;

"Provider" means Paperless Construction Limited, a company incorporated in England and Wales (registration number 11781427), having its registered office at 3 Westfield House, Millfield Lane, Nether Poppleton, York, YO26 6GA, United Kingdom.

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions;

"Services Order Form" means an online or electronic order form published by the Provider and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"Supported Web Browser" means the current release from time to time of Google Chrome, Microsoft Edge or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"Term" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Termination Date" means the date specified in the "Special terms & notes" section of the contract or the date specified in the Notice of Termination as outlined in Clause 17;

"Terms and Conditions" and **"Terms of Service"** shall be deemed interchangeable and carry the same legal meaning in any Agreement governed by this document, including any amendments to that documentation from time to time;

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

2. Term

- 2.1 The Agreement shall come into force upon the Effective Date.
- 2.2 The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 17
- 2.3 Unless the parties expressly agree otherwise in writing, each Services Order Form shall create a distinct contract under these Terms and Conditions.
- 2.4 In the absence of a signed Services Order Form, these Terms of Service shall be deemed accepted by the Customer upon payment of any issued invoice or upon commencement of service usage, whichever occurs first.
- 2.5 A valid Purchase Order is not required for the Agreement to be binding. Any failure to issue a PO does not relieve the Customer from payment obligations under an executed Order Form or accepted invoice.

3. Hosted Services

- 3.1 Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account on or promptly following the Effective Date.
- 3.2 The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.

3.3 The licence granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:

- (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Customer;
- (b) the Hosted Services may only be used by the named users authorised by the Customer, providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein; and
- (c) the Hosted Services must not be used at any point in time by more than the number of concurrent users specified in the Services Order Form, providing that the Customer may add or remove concurrent user licences in accordance with the procedure set out therein.

3.4 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 3.2 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 republish or redistribute any content or material from the Hosted Services;
- (d) the Customer must not make any alteration to the Platform, except as permitted by the Documentation; and
- (e) 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.

3.5 The Customer shall use reasonable endeavours and reasonable security measures relating to administrator Account access details to ensure that no unauthorised person may gain access to the Hosted Services using the administrator account.

3.6 The Provider shall use all reasonable endeavours to maintain the availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Hosted Services.

Paperless shall ensure 99 percent uptime and availability throughout the contract period. Uptime reports will be provided on an annual basis or on request.

3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of the Agreement:

- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of the Customer's computer systems or networks;
 - (d) any breach by the Customer of the Agreement; or
 - (e) scheduled maintenance carried out in accordance with the Agreement.
- 3.8 The Customer must comply with the Acceptable Use Policy, and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an administrator Account comply with Acceptable Use Policy in Schedule 1.
- 3.9 The Customer must not use the Hosted Services in any way that causes or may cause damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 3.10 The Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 3.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least [30 days'] written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.
- 3.13 Subject to 3.12, Suspension of service due to non-payment shall not relieve the Customer from its obligation to pay the full Charges for the contracted Term.
- 3.14 The Provider may update, modify, or discontinue specific features or modules of the Services from time to time, provided that overall functionality and material service levels are not materially diminished during the Term.
- 4. Maintenance Services**
- 4.1 The Provider shall provide the Maintenance Services to the Customer during the Term.
- 4.2 The Provider shall, where practicable, give to the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of these Terms and Conditions.
- 4.3 The Provider shall give to the Customer at least 10 Business Days' prior written notice of the application of an Upgrade to the Platform.
- 4.4 The Provider shall give to the Customer written notice of the application of any security Update to the Platform and at least 10 Business Days' prior written notice of the application of any non-security Update to the Platform.
- 4.5 The Provider shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.
- 4.6 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least [30 days'] written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.
- 4.7 Subject to 3.12 and 4.6, suspension of service due to non-payment shall not relieve the Customer from its obligation to pay the full Charges for the contracted Term.
- 5. Support Services**
- 5.1 The Provider shall provide the Support Services to the Customer during the Term.
- 5.2 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of these Terms and Conditions.
- 5.3 The Provider shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.
- 5.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services, and the Customer must not use the helpdesk for any other purpose.
- 5.5 The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.
- 6. Customer Data**
- 6.1 The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement. This includes hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.
- 6.2 The Customer hereby grants to the Provider permission to query data from the CITB api to verify users, photos ids, competency types, competency names, test dates, grades, schemes and other information that may become available from time to time.

6.3 The Customer warrants to the Provider that the Customer Data, when used by the Provider in accordance with the Agreement, will not infringe the Intellectual Property Rights or other legal rights of any person and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

6.4 The Provider shall create a backup copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the backup was taken and shall retain and securely store each such copy for a minimum period of 30 days.

6.5 Within the period of 3 Business Days following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any backup copy created and stored by the Provider in accordance with Clause 6.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

6.6 Subject to Agreement by users, their personal data will be hosted on the Hosted Services for an indefinite period of time or until the user request that their data be removed. Removing of personal data from the Hosted Services will also remove any ability for the user to make use of the applications.

7. Mobile App

7.1 The parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly these Terms and Conditions shall not govern any such use, rights, obligations or liabilities. These terms and conditions are outlined in the privacy policy.

<https://paperlessconstruction.co.uk/privacy-policy/>

8. No assignment of Intellectual Property Rights

8.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer or from the Customer to the Provider. All intellectual property developed, supplied, or maintained by the Provider under this Agreement remains the sole property of the Provider unless otherwise agreed in writing.

9. Charges

9.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.

9.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable

to pay the Provider any Charges in respect of Services performed in breach of this Clause 9.2.

9.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value-added taxes, which will be added to those amounts and payable by the Customer to the Provider.

9.4 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days written notice of the variation expiring on any anniversary of the date of execution of the Agreement, providing that no such variation shall constitute a percentage increase exceeding 20 percent of the previous years rates.

9.5 All contracts are subject to an automatic inflationary uplift of 10% on each anniversary date, unless otherwise agreed in writing.

9.6 No refunds will be provided for early termination, partial use, or underutilisation of the Services.

10. Payments

10.1 The Provider shall issue invoices for the Charges to the Customer in advance of the period to which they relate or from time to time during the Term

10.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 10

10.3 The Customer must pay the Charges by bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

10.4 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:

(a) charge the Customer interest on the overdue amount at the rate of 8 percent per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

(c) If any invoice remains unpaid for more than 60 days from the due date, the Provider reserves the right to apply a one-time administrative service charge of £500, in addition to interest or statutory compensation described in 10.4(a) and 10.4(b).

10.5 The Customer shall reimburse the Provider for any reasonable legal fees and associated collection costs incurred in enforcing payment or other remedies under this Agreement.

11. Provider's confidentiality obligations

11.1 The Provider must:

- (a) keep the Customer Confidential Information strictly confidential;
 - (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
 - (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
 - (d) act in good faith at all times in relation to the Customer Confidential Information; and
 - (e) not use any of the Customer Confidential Information for any purpose other than further research and development and data analytics to improve the services.
- 11.2 Notwithstanding Clause 11.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.
- 11.3 This Clause 11 imposes no obligations upon the Provider with respect to Customer Confidential Information that:
- (a) is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default of the Provider; or
 - (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.
- 11.4 The restrictions in this Clause 11 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.
- 11.5 The provisions of this Clause 11 shall continue in force for a period of 5 years following the termination of the Agreement, at the end of which period they will cease to have effect.
- 12. Data protection**
- 12.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.
- 12.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with the Agreement.
- 12.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to the Agreement:
- (a) the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 2 (Data processing information); and
 - (b) Personal Data of the types specified in Part 2 of Schedule 2 (Data processing information).
- 12.4 The Provider shall only process the Customer Personal Data for the purposes specified in Part 3 of Schedule 2 (Data processing information).
- 12.5 The Provider shall only process the Customer Personal Data during the Term and for not more than [30 days] following the end of the Term, subject to the other provisions of this Clause 12.
- 12.6 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area, as set out in these Terms and Conditions or any other document agreed by the parties in writing).
- 12.7 The Customer hereby authorises the Provider to make the following transfers of Customer Personal Data:
- (a) the Provider may transfer the Customer Personal Data internally to its own employees, offices and facilities in jurisdiction(s), providing that such transfers must be protected by appropriate safeguards, namely Standard data protection clauses adopted by the ICO and confidentiality agreements;
 - (b) the Provider may transfer the Customer Personal Data to a country, a territory or sector to the extent that the European Commission has decided that the country, territory or sector ensures an adequate level of protection for Personal Data.
 - (c) the Provider may transfer the Customer Personal Data to its sub-processors in the jurisdictions identified in Part 5 of Schedule 2 (Data processing information), providing that such transfers must be protected by any appropriate safeguards identified therein; and outside the European Economic Area
- 12.8 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

- 12.9 Notwithstanding any other provision of the Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 12.10 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 12.11 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Part 4 of Schedule 2 (Data processing information).
- 12.12 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least [14 days] in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to the Provider, providing that such notice must be given within the period of 7 days following the date that the Provider informed the Customer of the intended changes. The Provider shall ensure that each third party processor is subject to the same legal obligations as those imposed on the Provider by this Clause 12.
- 12.13 As at the Effective Date, the Provider is hereby authorised by the Customer to engage as sub-processors with respect to Customer Personal Data.
- 12.14 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 12.15 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider may charge the Customer for any work performed by the Provider at the request of the Customer pursuant to this Clause 12.15.
- 12.16 The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after the Provider becomes aware of the breach.
- 12.17 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under Clause 12 and the Data Protection Laws. The Provider may charge the Customer for any work performed by the Provider at the request of the Customer pursuant to this Clause 12.17, providing that no such charges shall be levied with respect to the completion by the Provider (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.
- 12.18 The Provider shall, at the choice of the Customer, delete all of the Customer Personal Data after the provision of services relating to the processing and shall delete existing copies save to the extent that applicable law requires the storage of the relevant Personal Data.
- Where the Customer data can be already be extracted manually by the Customer and at the request of the Customer, the Provider may charge the Customer to provide a bulk download or custom data structuring of all the Customer data in json, csv and/or pdf formats.
- 12.19 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 12. The Provider may charge the Customer for any work performed by the Provider at the request of the Customer pursuant to this Clause 12.19, providing that no such charges shall be levied where the request to perform the work arises out of any breach by the Provider of the Agreement or any security breach affecting the systems of the Provider.
- 12.20 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to the processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree to such variations to the Agreement as may be necessary to remedy such non-compliance.
- 13. Warranties**
- 13.1 The Provider warrants to the Customer that:
- (a) the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions;
 - (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 Conditions; and
 - (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.
- 13.2 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;
- (c) the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services;
- (d) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
- (e) the Platform will incorporate security features reflecting the requirements of good industry practice.

13.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not breach any laws, statutes or regulations applicable under English law.

13.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

13.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Hosted Services in accordance with these Terms and Conditions.

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

13.7 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

14. Acknowledgements and warranty limitations

14.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs, and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

14.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities, and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

14.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification, and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

14.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in these Terms and Conditions, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

15. Limitations and exclusions of liability

15.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 15.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

15.3 The Provider shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

15.4 The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings.

15.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

15.6 Neither party shall be liable to the other party in respect of any loss of use or production.

- 15.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.
- 15.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software, providing that this Clause 15.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 6.3 and Clause 6.4.
- 15.9 The Provider shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.
- 15.10 The liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed the greater of:
- (a) £300; and
 - (b) Three months of your service fee for the service payable by the Customer to the Provider under the Agreement.
 - (c) Value of the hardware damaged, including reinstatement cost
- 16. Force Majeure Event**
- 16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 16.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.
- 17. Termination**
- 17.1 Within the first calendar month of the Agreement, either party may terminate the Agreement immediately by giving written notice of termination to the other party.
- 17.2 Fixed Term and Trial Contracts will auto-expire on the "Termination Date" and will not renew automatically. These contract types may only be extended via written confirmation. This clause does not apply to Annual or Monthly Contracts, which are governed by Clauses 17.3 and 17.4 respectively.
- 17.3 For monthly paid contracts, either party may terminate the Agreement by giving to the other party at least one calendar month written notice of termination.
- 17.4 On annually paid contracts, a termination notice is required 60-days prior to the contract anniversary date, after which the contract will auto-renew for two years, and rates will be uplifted subject to Clauses 9.4 and 9.5.
- 17.5 No refunds shall be granted for early termination, underuse, or non-utilisation of the Services, except where legally required. Payment obligations survive termination unless termination is due to Provider's material breach.
- 17.6 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of these Terms and Conditions.
- 17.7 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
 - (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that the other party is the subject of a bankruptcy petition or order.

17A. Trial Contracts, Free Trials and Paid Trials

- 17A.1 This Clause 17A applies to all Trial Contracts, including Free Trials and Paid Trials. Where there is any inconsistency between this Clause 17A and the general termination provisions in Clause 17, this Clause 17A shall apply to the extent of that inconsistency.
- 17A.2 A Trial Contract may be provided as either:
(a) a Free Trial
(b) a Paid Trial
The applicable Trial Contract type shall be stated in the Services Order Form, Special Terms & Notes, quotation, proposal, invoice, or other written agreement issued by the Provider and accepted by the Customer.
- 17A.3 A Free Trial means temporary access to the Hosted Services for evaluation purposes only, provided at no subscription charge for a maximum period of 14 calendar days from the Effective Date, unless extended in writing by the Provider.
- 17A.4 A Paid Trial means a paid fixed-term evaluation contract for the period, features, modules, users, projects, support level, Charges, and any other commercial terms stated in the Services Order Form. Unless expressly agreed otherwise in writing, a Paid Trial shall be treated as a Fixed-Term Contract.
- 17A.5 A Trial Contract is provided solely to allow the Customer to assess the Hosted Services before entering into a longer-term paid contract or wider commercial arrangement. Trial access does not create any right to continued use of the Hosted Services after the Trial Contract ends.
- 17A.6 Unless expressly agreed otherwise in writing, a Free Trial shall:
(a) be limited to 14 calendar days from the Effective Date
(b) automatically expire at the end of the Free Trial period
(c) not renew automatically
(d) not convert automatically into a Monthly Contract, Annual Contract, Fixed-Term Contract, or any other paid contract
(e) be extendable only at the Provider's discretion
- 17A.7 Unless expressly agreed otherwise in writing, a Paid Trial shall:
(a) run for the fixed period stated in the Services Order Form
(b) include only the features, modules, users, projects, support level, and usage limits stated in the Services Order Form
(c) automatically expire at the end of the agreed fixed term
(d) not renew automatically
(e) not convert automatically into a Monthly Contract or Annual Contract
Any continuation, renewal, conversion, or extension of a Paid Trial must be agreed in writing.
- 17A.8 The Provider may suspend, restrict, or withdraw a Free Trial at any time where:
(a) no signed Services Order Form, accepted quotation, or written agreement is in place to move to a paid contract
(b) the Provider reasonably considers that the Customer is not actively progressing towards a paid contract
(c) the Customer exceeds the agreed trial scope or usage limits
(d) the Customer misuses the Hosted Services or breaches these Terms of Service
(e) continued access may create a security, operational, commercial, legal, or data protection risk
- 17A.9 The Provider may suspend, restrict, or withdraw a Paid Trial where the Customer fails to pay any Charges due, exceeds the agreed trial scope or usage limits, misuses the Hosted Services, or breaches these Terms of Service.
- 17A.10 The Customer shall ensure that all use of the Hosted Services during a Trial Contract complies

with these Terms of Service, the Acceptable Use Policy, Fair Use limits, data protection requirements, and any trial-specific limits stated in the Services Order Form.

- 17A.11 Unless expressly agreed otherwise in writing, Trial Contracts may be limited by:
- (a) number of Active Users
 - (b) number of Licensed Users
 - (c) number of Active Projects
 - (d) number of Paid Active Projects
 - (e) modules or features included
 - (f) records, storage, forms, briefings, checklists, or other usage volume

(g) support level

(h) training, onboarding, implementation, or configuration scope

- 17A.12 Any use above the agreed Trial Contract scope may be charged at the agreed rates. If no specific coverage rate is stated, the Provider may charge at its standard rates or require the Customer to move to a suitable paid contract before continued access is provided.

- 17A.13 A Free Trial does not discount, waive, or reduce any once-off onboarding, account setup, configuration, training, implementation, data migration, or consultancy Charges that apply to a new paid account setup.

- 17A.14 Once-off onboarding, account setup, configuration, training, implementation, data migration, or consultancy Charges are compulsory for all new paid account setups unless expressly waived in writing by the Provider.

- 17A.15 Any setup, configuration, data migration, training, implementation, consultancy, or bespoke support requested by the Customer during or after a Trial Contract may be charged separately unless expressly included in the Services Order Form.

- 17A.16 The Customer is responsible for ensuring that any Customer Data uploaded, created, submitted,

stored, or processed during a Trial Contract is accurate, lawful, and suitable for use in the Hosted Services.

- 17A.17 At the end of a Trial Contract, the Provider may suspend or remove access to the Hosted Services unless the Customer enters into a paid contract or the Trial Contract is extended in writing.

- 17A.18 The Customer is responsible for exporting any required Customer Data before the Trial Contract expires or is withdrawn, unless otherwise agreed in writing. Any bulk export, custom data structuring, data migration, or data retrieval support may be charged separately.

- 17A.19 Unless expressly agreed otherwise in writing, the Provider is not required to retain Customer Data beyond the period stated in these Terms of Service following expiry, termination, suspension, or withdrawal of the Trial Contract.

- 17A.20 The Provider shall not use the Customer's name, logo, testimonial, trial participation, trial feedback, or trial results in public marketing materials unless the Customer has given prior written consent.

- 17A.21 No Trial Contract shall be interpreted as a discount, waiver, or variation of the Provider's standard onboarding, account setup, implementation, licence, subscription, support, or consultancy Charges unless expressly stated in writing.

- 17A.22 For the avoidance of doubt, a Free Trial is not a commitment by the Provider to provide continued access, future discounted pricing, free onboarding, free setup, free support, or any commercial terms beyond those expressly stated in writing.

18. Effects of termination

- 18.1 Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): [Clauses 1, 3.11, 7, 10.2, 10.4, 11, 12.1, 12.3, 12.4,

12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 12.18, 12.19, 12.20, 15, 18, 21 and 22].

18.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.

18.3 Within [30 days] following the termination of the Agreement for any reason:

(a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement; and

(b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement, without prejudice to the parties' other legal rights.

19. Notices

19.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 4 of the Services Order Form and Clause 19.2):

(a) sent by email to info@paperlessconstruction.co.uk, in which case the notice shall be deemed to be received on the sent date; or

(b) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

(b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

19.2 The Provider's contact details for notices under Clause 19 are as follows:

Paperless Construction Limited
C/O Beyond Accounting York Askham Fields Lane,
Askham Bryan, York, England, YO23 3NU

19.3 The addressee and contact details set out in Section 4 of the Services Order Form and Clause 19.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 19.

20. Subcontracting

20.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Agreement, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the

subcontracted obligations and identifying the subcontractor in question.

20.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

20.3 Notwithstanding the provisions of this Clause 20 but subject to any other provision of these Terms and Conditions, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

21. General

21.1 No breach of any provision of the Agreement shall be waived except with the express written consent of the party not in breach.

21.2 If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

21.3 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

21.4 The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Agreement to any successor to all or a substantial part of the business of the Provider from time to time. The Customer must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Agreement.

21.5 The Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

21.6 Subject to Clause 15.1, a Services Order Form, together with these Terms and Conditions and any Schedules, shall constitute the entire Agreement between the parties in relation to the subject matter of that Services Order Form and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.7 The Agreement shall be governed by and construed in accordance with English law.

21.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

22. Interpretation

- 22.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 22.2 The Clause headings do not affect the interpretation of these Terms and Conditions.
- 22.3 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.
- 22.4 In the event of any ambiguity or conflict, the definitions and provisions within these Terms of Service shall take precedence, unless expressly overridden, excluded, or amended in the signed Order Form under "Special Terms & Notes".
- 22.5 In the event of any conflict between these Terms of Service and any purchase order, email, or Customer-generated document, these Terms of Service shall prevail, unless expressly agreed in writing and signed by both parties.

23 Publicity.

Notwithstanding anything to the contrary, the Provider is permitted to use Customer's name and logo for the purpose of listing Customer as a client of the Company in external communications, marketing materials, and on Company's website.

Schedule 1 (Acceptable Use Policy)

1. Introduction

1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:

- (a) the use of the website at <https://app.paperlessconstruction.co.uk/>, any successor website, and the services available on that website or any successor website (the "**Services**"); and
- (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Paperless Construction Limited (and "we" and "our" should be construed accordingly).

1.3 By using the Services, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services, including trial projects.

1.5 You must be at least 18 years of age to use the Services; and by using the Services, you warrant and represent to us that you or any of the users (with access to sensitive data) are at least 18 years of age.

2. General usage rules

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

- (a) be libellous or maliciously false;

- (b) be obscene or indecent;

- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property rights;

- (d) infringe any right of confidence, right of privacy or right under data protection legislation;

- (e) constitute negligent advice or contain any negligent statement;

- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

- (g) be in contempt of any court, or in breach of any court order;

- (h) constitute a breach of racial or religious hatred or discrimination legislation;

- (i) be blasphemous;

- (j) constitute a breach of official secrets legislation; or

- (k) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question

4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.

4.3 Content must not be pornographic

5. Factual accuracy

5.1 Content must not be untrue, false, inaccurate or misleading.

5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Negligent advice

6.1 Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you must not use the Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services.

6.2 Content must not consist of or contain any advice, instructions or other information that may be acted

upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

- 7.1 Content must be appropriate, civil and tasteful, and in accord with generally accepted standards of etiquette and behaviour on the internet.
- 7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.
- 7.4 You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 7.5 You must not use the Services for the purpose of deliberately upsetting or offending others.
- 7.6 You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.
- 7.7 You must ensure that Content does not duplicate other content available through the Services.
- 7.8 You must ensure that Content is appropriately categorised.
- 7.9 You should use appropriate and informative titles for all Content.
- 7.10 You must at all times be courteous and polite to other users of the Services.

8. Marketing and spam

- 8.1 You must not, without our written permission, use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.
- 8.2 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 8.3 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.
- 8.4 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 8.5 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

9. Regulated businesses

- 9.1 You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.
- 9.2 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.
- 9.3 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

10. Monitoring

- 10.1 Although we do not actively monitor the Content or the use of the Services, you acknowledge that we may, from time to time, undertake routine monitoring to ensure you comply with the terms of service.

11. Data mining

- 11.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity by means of or in relation to the Services.

12. Hyperlinks

- 12.1 You must not link to any material using or by means of the Services that would if it were made available through the Services, breach the provisions of this Policy.

13. Harmful software

- 13.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 13.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

Schedule 2 (Data processing information)

1. Categories of data subject

The employees, representatives and individual subcontractors of the Customer

2. Types of Personal Data

Name, Home address, Lodge Address, Personal email address, Personal phone number, Work phone number, Birthday/age, Languages, National ID card details, Passport details, copy of passport, Copy of ID card, Social security number or other national identifiers, Driver's license details, Copy of driver's license, Contact information for next of Kin, Sex, Work permit, Education level/diplomas, CV, work experience, Training during employment, Registered work hours, Travel Time, Mode of transport, Personal health/medical info, Biometrics (finger print, facial recognition, retinal scan), Pictures/images, Electronic localisation data: cell phone, GPS, Function grid, Place of work, Working conditions, Sound recordings (e.g. recorded site inductions and safety briefings).

3. Purposes of processing

In-line with GDPR, Paperless Construction Limited is the Data Processor on behalf of the Customer [Data Controller].

Paperless [Data Processor] processes data under the instruction and on behalf of the Customer. It is the responsibility of the data controller to ensure that a legal basis for the collection of all personal data has been established and, where necessary explicit consent obtained from the end-users.

The Customer as the Data Controller, need to determine the legal basis, purposes and the way any data is processed. The default basis of processing personal data is both Consent and Legitimate Interest.

During enrolment, each user needs to be informed of their rights under GDPR (2016) and give consent to process and maintain their data and all necessary records in line with the HASAWA (1974), CDM (2015) and HSE guidance.

Paperless' onboarding provides the Customer with the ability to stipulate client specific and GDPR terms for acceptance by the user. It is thus the "Customer's" responsibility to ensure, consent have been given by each user, either on our platform or by other means.

Example Consent Notification for the enrollment forms;
"I confirm that all the information provided are accurate and true. My responsibilities in terms of Health, Safety and Environment on the project have been explained to me during site induction and I agree and will work by the site rules. The HASAWA (1974), CDM (2015) and HSE guidance mandates that Employers are responsible under

law for ensuring the provision of training to all workers and for records of such trainings to be kept for a minimum duration of five years and 40 years for asbestos related work. I consent that "Customer Name" and their sub-processors can store and process my Personal Data, providing that all sensitive information and training records are stored in-line with GDPR (2016) guidelines, will only be kept for as long as the records are needed and will be deleted when it comes to term. All customer/project specific data will only be visible to the current Customer, authorised individuals and will not be shared with 3rd parties "

All other data are processed for verifying identities and competencies, and internal and external reporting purposes, such as and not limited to; competencies, trades, working hours, fatigue management, training hours, travel times, CO2 emissions, local employment, diversity in the workforce etc.

4. Security measures for Personal Data

All data are stored on Amazon Web Services (AWS) in Ireland. AWS has certification for compliance with ISO/IEC 27001:2013, 27017:2015, and 27018:2014.

User signup and passwords are managed through Amazon Cognito

Access to personal data is restricted via user access levels, strong passwords, 256 bit end-to-end data encryption, confidentiality agreements, policies, procedures, secure disposal of data and business continuity plans.

5. Sub-processors of Personal Data

Transfers of Data between UK and EEA

- Data Hosting - Amazon Web Services (AWS) in Dublin, Ireland
- Ireland is covered by existing EU' adequacy decisions', and transfer can proceed without any additional safeguards needed.

Transfers of Data Out of the EEA

- Software Development - Swarm Digital in Capetown, South Africa
- A legally binding data processing agreement between Processor and sub-processor with standard ICO contractual clauses referred to in the UK GDPR is in place.
- Having undertaken a risk assessment, the data subjects of the transferred data continue to have a level of protection essentially equivalent to that under the UK data protection regime.