



TERMS OF USE

Welcome to Capsa, and thank you for choosing us. Before you can start using our service we need you to read and accept these terms. It's not a particularly thrilling read, but they are important. We have tried to make the terms as simple to understand as possible. If you can't agree to our terms, we're afraid we won't be able to offer you our services.

AGREEMENT

If you ("you", "your", "user") start using Capsa, you accept that an agreement is entered into between you and **Capsa** (Capsa Software Ltd Co No 15563287, "we", "us", "our") who are part of **MAKE** (MAKE Group Co No 09656022). Within these terms, we and you are referred to as the 'Parties'.

When we refer to Capsa, we mean all of our current and future products and services.

When you sign up and use Capsa, you agree to the latest Terms, published here, and our Cookie and Privacy policies. We may update these Terms at our discretion; by continuing to use Capsa, you agree to the latest Terms relevant to your use.

These terms set out the entire agreement and understanding between the parties to this agreement and supersede all prior oral or written agreements or understandings. Neither party is entitled to rely on any agreement, understanding or arrangement that is not expressly set out in these terms, save for any representation made fraudulently.

CAPSA SERVICES

We will make reasonable efforts to provide error-free service; however, we don't guarantee that our service will be error-free or uninterrupted.

We reserve the right to alter, suspend, or terminate our service without prior notice. When upgrades or changes are made to the service, we don't guarantee that they will remain compatible with previous versions or systems.

We will make reasonable efforts to keep you informed of any changes whenever possible.

Capsa is a service for businesses and should be used in accordance with these terms.

We may periodically enhance our security features to make your account and data more secure. You must comply with these security features to continue using our services.



We rely on third-party suppliers and products to deliver our service. Our service and your data will be hosted by a third-party supplier, and our service is offered on the basis of compliance with third-party provider terms and notices. We will endeavour to be transparent about any key third-party providers and how they support our services. We may also change third-party suppliers from time to time at our discretion.

PLANS AND PAYMENTS

We offer two user plans :

- a free to use account where you can access projects created and invited to by others, and
- a paid subscription where you can create projects for you and others you invite to use.

Where you are a non-paying subscriber, your account access is offered at our discretion and we accept no liability at all relating to your use of the site. You must still accept these terms to access our services.

Where you are a fee paying subscriber :

- Your use of our services is dependent upon you paying a monthly subscription for each project you create and maintain.
- We will charge your card on the day you subscribe to a project and monthly thereafter until such time as your account is terminated.
- Your first payment will be at the price advertised at the time of project sign-up. We reserve the right to change fees at any time.
- Your subscription will continue until you cancel. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge.
- If you cancel, access to your account will terminate immediately. No refunds or compensation are available.
- If, after repeated attempts, your monthly payment fails, then access to the project will be suspended for you and all project users. Access shall only re-commence once a payment is successful. If after one month from the due date payment is not received, the project and account will be closed fully and all data deleted.
- By creating a paid subscription, you agree to make payments via a third-party supplier and to comply with their terms.
- You take responsibility for how a project is managed and for its content. You can control who has access to your subscription, and you may transfer a subscription to others.
- You're responsible for resolving any disputes with any invited users over access to your subscription.
- You're responsible for all content and ensuring the content is up to date and entered accurately.
- You are responsible for paying all other fees and taxes relevant to your location. All fees and pricing offered by Capsa are exclusive of these fees and taxes. We will collect these fees and taxes at the point of payment relevant to your location.

We offer two subscription plans:



- Capsa Project plan, which includes a basic storage data allowance of 1GB and an unlimited number of user viewers. The data allowance can be increased subject to a bolt-on subscription.
- Capsa Vault plan, which includes a basic storage data allowance of 1GB and an unlimited number of user viewers. The data allowance can be increased subject to a bolt-on subscription. The Capsa Vault plan

The features and functionality for each plan differ and are set out on our website.

For all subscription plans:

- The extent of transfer data per month is subject to a limit of 1GB per project per month. Any usage above this allowance is at Capsa's discretion. Where project usage exceeds this amount Capsa will restrict project usage at our discretion. Where a higher transfer data allowance is required this can be offered for an enhanced subscription fee.

USE OF CAPSA

Your right to use Capsa is non-exclusive, non-transferrable and fully revocable at our discretion. You may not reproduce, copy, duplicate, trade or resell Capsa services including acting as third party for other organisations.

When using Capsa you accept that all use shall take place in accordance with the latest terms and that you shall use the service in accordance with the purpose and intentions of the service.

The Capsa service works on the simple concept that any invited user to a project will have access to the data within that project. By creating a project and inviting others to the service, you should understand they will have access to view all content, and where empowered as an Editor user, will have the ability to view and edit data within a project. You accept all liability for users you invite to the service and their activity.

Whether you're a subscriber or an invited user, we grant you the right to use our services (based on your subscription type, your user role and the level of access you've been granted) for as long as the subscriber continues to pay for the subscription, until the subscription is terminated, or – if you're an invited user – until your access is revoked.

You agree to help secure your data and our site. You should ensure you set strong login details and ensure you or other invited users do not upload content that may cause damage or compromise our services security. You warrant to communicate any breaches of security or malicious data immediately to us.



INTELLECTUAL PROPERTY

The look, feel and functionality and code of Capsa is the property of Capsa Software Ltd. The Capsa trademark is the property of MAKE Group Ltd. All are protected by UK, EU and international intellectual property laws.

You may not reproduce, copy, distribute, store or in any other fashion use material from Capsa in part of full unless you have express written permission from us.

PRIVACY AND DATA

We do collect personal data about you and all users. This will be collected and processed in accordance with our [Privacy](#) policy.

In addition to personal data, we will also store any content you input into the Capsa system. You are responsible for all content entered into your account. We don't endorse, support, represent, or guarantee the accuracy or reliability of your content. By submitting or creating content you warrant and represent you are the author of the content or have the appropriate right to use the content in this fashion. We accept no responsibility or liability for any infringement of third-party rights by your content.

By uploading data onto our services you are agreeing to grant us a licence to use and retain this data for the purposes of analysing, developing and marketing current and future services that we may offer, including disclosure to third parties that enable and support such purposes.

LIABILITY AND INDEMNITY

You agree to indemnify us against all losses, damages, judgements, fines, expenses, demands, costs (including legal fees) and liability in connection with your use of Capsa or any associated third-party products, and any breaches of privacy or copyright that cause us damages.

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, taxes, expenses of any kind or other damages arising from your use of the services, even if we have been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the three (3) month period immediately preceding the date on which the claim giving rise to the liability arose.

Our services and all related third party products are made available to you on an "as is" and "as available" basis. We make no guarantee, express or implied, that Capsa will meet your requirements, that that it will be of satisfactory quality, that it will be fit for purpose, that it will be compatible with your systems or that it will be secure. We will make reasonable efforts to make sure all information and details of the Capsa services is up to date and accurate, however we make no guarantee this will always be the case and at no point is the Capsa service intended to offer advice to you.

We make no guarantee that Capsa will be free of defects, faults and provide no warranties of fitness for purpose. We accept no liability for any disruption or non-availability of our services. Whilst we strive to maintain availability of service, there will be times when we need to perform maintenance or the general gremlins of software strike resulting in down time. You will be responsible for maintaining copies of your data and we accept no liability for any loss of data. No compensation will be given for any loss or service downtime, your only recourse is to discontinue using our services.

TERMINATION

We reserve the right to suspend or terminate your subscription at any time, without notice. Where we terminate your subscription for our own purposes your data will be made available in accordance with the data retention details below.

Where an account has been suspended, your account will be unavailable until you have resolved the situation to our mutual satisfaction.

Where you are a project owner :

- You can cancel your Capsa subscription with one month's written notice.
- You will be charged one month's full subscription plus the balance of the current month.
- We don't offer a pro-rata refund against part months of use.
- You are solely responsible for cancelling your account and accept you will no longer have access to any data or content on Capsa. We will not be held responsible for any lost access to data or content once you cancel your account.
- When you cancel your account, all access to your account and project data will end immediately.
- You will not be entitled to any refund if you cancel your account for any reason.
- Where a project owners account has been suspended or deleted, all access to the projects owned by the user shall cease to be available for all project viewers also.

Where you are a project viewer :

- If you are a project participant only and are not responsible for the project subscription (i.e. not the project owner) you may cancel your Capsa account instantly at any time.
- You are solely responsible for cancelling your account and accept you will no longer have access to any data or content on Capsa. We will not be held responsible for any lost access to data or content once you cancel your account.
- When you cancel your account, all access to your account and project data will end immediately.
- You will not be entitled to any refund if you cancel your account for any reason.
- Where a project owners account has been suspended or deleted, your access to the relevant project will cease also.



Your personal data shall be retained in accordance with our [Privacy](#) policy. Any project data shall be stored for one month from the subscription cancellation. Once you cancel your subscription the project data will no longer be available to you. You should ensure that before cancelling your project subscription you have downloaded a copy of the data and content you require or have commissioned a Capsa end of project report.

ASSIGNMENT

You may not assign, transfer, sub-contract, or in any other manner transfer the benefit and/or burden of this agreement to any third party without our prior written consent.

DISPUTES

Most concerns can be resolved quickly to both parties satisfaction by contacting our support team at support@capsaapp.com and we would urge you to promptly contact us with any concerns that may lead to potential dispute.

If we are unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve any dispute we may have with you), you and we agree to resolve any dispute through binding arbitration or small claims court. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, or on behalf of the public or any other persons. Any arbitration shall be brought in England.

In the event that any of these terms are found to be invalid, that term is to be deemed severed, but does not affect the validity and enforceability of the remaining terms.

GOVERNING LAW

These terms are governed by the laws of England and Wales. The courts of England have exclusive jurisdiction for the settlement of any dispute.



CAPSA RULES

Well done on reading this far. We hope you find the terms acceptable and look forward to welcoming you to Capsa.

We have tried to cover everything in our terms whilst keeping them as brief as possible. However there are some house rules that you must comply with at all times to maintain use of our services :

- You must never compromise or undermine the security or integrity of our service, including uploading of data that may corrupt our service or the use of the service for others.
- Access the service without permission or an approved account.
- Share anything that is offensive, breaks any laws or infringes the rights of others.
- Use the site for anything other than the purpose in which it was intended and expressly must not commit fraud or engage in any other illegal activity through our services.
- Resell or licence our services to others.
- Modify in any way our service and make any changes to our code.
- Be kind and respectful in how you interact with our services and others. We will not tolerate abuse of any kind to our employees or other project users.

CHANGES AND CONTACT

We keep our terms under regular review so they align with the services we offer. Any changes will be published on this page, should anything significant change we will let you know by email.

If you ever have any questions about how the terms of use you are welcome to contact our support team at support@capsaapp.com, we are always happy to help.