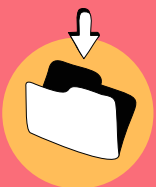




Capsa Terms of Use

What you can expect from us, and what we expect from you.





Welcome

We know Terms of Use aren't anyone's idea of fun. But they matter — they explain what you can expect from us, and what we expect from you.

We've kept them as clear and human as possible, without pages of legal jargon. They still cover all the important stuff, because protecting your data, your projects, and your rights is serious business.

So, grab a coffee, give these a quick read, and you'll know exactly where you stand.

Last updated: September 2025



1. Introduction

These Terms of Use ("Terms") govern your access to and use of Capsa Software Ltd's services — including our SaaS platform, mobile apps, website, and related channels (together, "Capsa").

By creating an account or using Capsa, you agree to these Terms. Please read them carefully. If you don't agree, you shouldn't use Capsa.

2. Who We Are

We're **Capsa Software Ltd**, a company registered in England and Wales.

Capsa is part of the **MAKE Group**. Capsa was originally developed at MAKE to manage construction projects. Today, Capsa operates as an independent company, but we may share certain data with MAKE where it's necessary for operational support, improving services, or other legitimate business purposes. MAKE will never use Capsa data for marketing unless you've explicitly agreed.

3. Definitions

"Capsa", "we", "us", or "our": Refers to Capsa Technologies Ltd, the company providing the Capsa service.

"Content": All data, documents, files, text, images, or other materials uploaded to the Service.

"Controller": A user designated within a Project with elevated rights to manage users and content.

"Free User": A user with limited access provided at our discretion, who is not a paying subscriber.

"MAKE or MAKE Group": Refers to Make Group Ltd or MAKE Projects Ltd, our sister construction company. MAKE is a separate legal entity from Capsa, but we may share certain data with MAKE where you have agreed to this, or where it is necessary for the delivery of services and benefits (see Privacy Policy).

"Owner": The person or organisation who creates and controls a Project, including billing.

"Project": A workspace created within the Service, containing project data, documents, and users.

"Service": The Capsa platform, including our web application, mobile app, and related services.

"Subscription": A paid plan giving access to the Service under the terms set out here.

"Terms": This agreement, including any updates we publish from time to time.

"Third-Party Providers": External suppliers we work with to deliver the Service (see our Sub-Processor Register).

"User": Any individual invited to or accessing a Project.

"You", "your": Refers to the account holder or user of the Capsa service.



4. Eligibility & Accounts

- Capsa is a service designed for businesses and is not a consumer product. If you're an individual using Capsa as a direct consumer (B2C), you may still do so — but always subject to these same Terms. By agreeing to these Terms, you acknowledge that consumer protection laws (such as cooling-off rights) do not apply to your use of Capsa.
- You must be at least 18 years old to create an account.
- You are responsible for the information you provide — it must be accurate and kept up to date.
- Keep your login details secure. If someone uses your login, that's on you.
- If you invite Users into a project, you are responsible for their activity.
- You are responsible for managing your project: who you invite, what access they have, and how the project is run.

5. Our Services & Plans

Capsa provides tools to help manage and organise construction projects. We currently offer:

Capsa Project — core document management.

Capsa Pro — advanced toolkit for professionals.

Capsa Vault — secure archive for completed projects.

Capsa Home — project management tools for homeowners.

Capsa Start — planning and pricing tools.

We may update, change, or remove features at our discretion. While we try to give notice, we don't guarantee that services will remain compatible with earlier versions, systems, or processes.

Most Users in Capsa will access projects as free invited Users. These accounts are provided entirely at our discretion. If you are an invited User and not a paying subscriber, Capsa accepts no liability to you whatsoever.



6. Subscriptions, Payments & VAT

- Your first payment will be at the price advertised at the time of sign-up. We reserve the right to change fees at any time.
- Subscriptions renew automatically until you cancel. You consent to us charging your payment method on a recurring basis without needing prior approval each time.
- Payments are handled securely by **Stripe**. We don't store card details. By paying through Stripe, you also agree to Stripe's terms of service.
- Prices shown exclude VAT (or other applicable taxes), which will be added at checkout based on your location. You're responsible for paying all other taxes or fees relevant to your location.
- If you cancel, your access to the account and project data will end immediately. No refunds or pro-rata credits are available.
- If a payment fails, your project may be paused. You'll have 15 days to resolve the issue before the project is scheduled for deletion.

7. Data & Ownership

- You own your project data — Capsa does not claim ownership.
- You are responsible for the content you enter, and for ensuring it is accurate, lawful, and up to date.
- Capsa does not endorse, support, or guarantee the accuracy of your content.
- By uploading or creating content, you warrant that you own it or have the right to use it, and you grant us a licence to host, process, and retain it to provide our Services.
- This licence also allows us to analyse usage data to develop and improve Capsa, and to share anonymised insights with trusted third parties.
- We don't sell your personal data.

8. Data Retention & Privacy

We retain and process personal data in line with our **Privacy Policy**. In short:

Account data — deleted 12 months after closure.

Project data — kept for the life of the subscription, or stored in Vault until deleted or cancelled.

Payment data — retained for 6 years to meet tax laws.

Usage data — generally kept for 24 months after account closure.

Meta data — anonymised and retained indefinitely.

Full details are in our **Privacy Policy**, which forms part of these Terms.



Privacy Policy



9. Third-Party Suppliers

Our service relies on trusted third-party providers. Using Capsa means you also accept the relevant terms and notices of these providers.

We publish the full, up-to-date **Sub-Processor Register** in the Resources & Downloads section of our website.



Sub-Processor Register

10. Acceptable Use

You must not:

- Access the service without permission or an approved account.
- Share anything that is offensive, unlawful, or infringes the rights of others.
- Resell or license our services to others.
- Modify, tamper with, or reverse-engineer our service or code.
- Upload anything that could damage or compromise Capsa's security.
- Exceed the fair use data transfer allowance of 1GB per project per month, unless an enhanced allowance is agreed.

We may suspend or terminate your account if you break these rules.

11. Intellectual Property

- Capsa, the Capsa logo, and the Capsa "C" logo are registered trademarks in the UK.
- All intellectual property in Capsa (software, branding, content) belongs to us or our licensors.
- You may not reproduce, copy, distribute, store, or use material from Capsa unless you have our express written permission.
- All Capsa IP is protected by UK, EU, and international intellectual property laws.



12. Service Availability

We work hard to keep Capsa reliable, but:

- We make reasonable efforts to provide error-free service, but can't guarantee it will be uninterrupted or free of defects.
- We may remove features at our discretion. There is no guarantee that functionality will remain the same forever.
- We may need to suspend access for maintenance, security, or technical reasons.
- We are not liable for service downtime, loss of data, or incompatibility with older systems.

Your responsibility: keep your own backups.

13. Termination

- You can cancel at any time, but once you cancel, all access to your projects and data ends immediately.
- You should export your project data before cancellation.
- We don't offer pro-rata refunds for part months.
- When a Project Owner's account is suspended or deleted, all Users in that project lose access too.
- If Capsa itself is discontinued, we'll give you reasonable notice and a way to export your data.

14. Liability

- Capsa is provided "as is" and "as available."
- We exclude all warranties of fitness for purpose, reliability, or accuracy.
- To the maximum extent permitted by law, we are not liable for any direct, indirect, incidental, consequential, special, or punitive damages — including loss of profit, revenue, data, or use — even if we've been advised of the possibility.
- Our total liability to you is limited to the fees you've paid us in the three (3) months immediately before the claim arose.
- We accept no liability for data loss, service downtime, or other disruption. No compensation is payable; your only recourse is to stop using Capsa.
- Nothing in these Terms excludes liability where it cannot be excluded by law (fraud, death, personal injury caused by negligence).



15. Indemnity

You agree to indemnify and hold us harmless against claims, damages, or expenses arising from:

- Your misuse of Capsa.
- Your breach of these Terms.
- Your infringement of privacy, copyright, or other third-party rights while using Capsa.

16. Miscellaneous

Entire Agreement

These Terms make up the whole agreement between you and Capsa. They replace any previous discussions, agreements, or understandings (unless they were made fraudulently). If we say something informally that isn't in these Terms, you can't rely on it as a binding promise.

Severability

If any part of these Terms is found invalid or unenforceable, the rest still applies.

No Waiver

If we don't enforce part of these Terms straight away, that doesn't mean we've waived our rights to do so later.

Assignment

You may not assign, transfer, sub-contract, or otherwise transfer your rights or obligations under these Terms without our prior written consent.

Disputes

You are responsible for resolving disputes with invited Users about access or use of your project. Capsa is not a party to such disputes.



17. Governing Law

These Terms are governed by English law. Any disputes will be resolved in the courts of England and Wales.

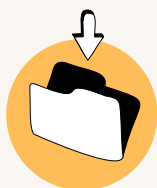
18. The Human Bit

We've tried to make these Terms clear and straightforward. If you've actually read all the way down here – well done.

Alongside these Terms, we also share the **Capsa Code** – a simple charter that captures the spirit in which Capsa should be used. By agreement of these terms and by your use of Capsa, you are committing to adhere to this Code whilst you use our services.

You can read the full, up-to-date **Capsa Code** in the Resources & Downloads section of our website.

If anything still feels unclear, drop us a line at support@capsaapp.com and we'll happily explain.



Capsa Code