

Curcle

Terms & Conditions

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These Terms & Conditions (the "Terms") govern your access to and use of the Curcle field-service management platform, comprising the Curcle web application and the Curcle mobile app (together, the "Service"), provided by Curcle Ltd (company number 17260381), a company registered in England & Wales and a wholly-owned subsidiary of Herridge Ventures ("Curcle", "we", "us", "our"). By creating an account, subscribing to a plan, or otherwise using the Service, the organisation entering into these Terms (the "Customer", "you") agrees to be bound by them.

1. Definitions

- "Authorised Users" means the Customer's staff, approved sub-contractors and customer-portal users permitted by the Customer to access the Service under the Customer's account.
- "Customer Data" means all data, content and records submitted to or generated within the Service by or on behalf of the Customer or its Authorised Users.
- "Subscription" means the paid plan selected by the Customer, including any per-seat allowances.
- "Fees" means the subscription and usage charges payable for the Service.

2. The Service

We grant the Customer a non-exclusive, non-transferable right to access and use the Service during the subscription term, solely for the Customer's internal business purposes and in accordance with these Terms. We may improve, update or modify the Service from time to time, provided that we do not materially reduce its core functionality during a paid term.

3. Accounts & Eligibility

The Customer must provide accurate registration information and is responsible for all activity carried out under its account. The Customer must ensure that login credentials are kept confidential, that Authorised Users comply with these Terms, and that access is promptly revoked for users who no longer require it. The Service is intended for business use and is not directed at consumers or anyone under the age of 16.

4. Subscriptions, Fees & Billing

Subscriptions are offered on the plans published by us, which may include a fixed platform fee plus a per-seat charge. Fees are billed in advance on a recurring basis (monthly or annually, as selected) through our payment processor, Stripe. By subscribing, you authorise us and Stripe to charge the applicable Fees, including per-seat charges as your number of seats changes, to your nominated payment method.

- All Fees are stated exclusive of VAT, which will be added where applicable.
- Subscriptions renew automatically at the end of each billing period unless cancelled before renewal.
- Except where required by law, Fees already paid are non-refundable.
- We may change our Fees on no less than 30 days' notice, effective from your next renewal.

- If a payment fails, we may retry collection and, after reasonable notice, suspend the Service until payment is made.

5. Free Trials

Where a free trial is offered, the Service is provided on an "as is" basis for the trial period. No payment card is required to start a trial. A trial does not automatically convert into a paid subscription, and no subscription Fees become payable simply because the trial ends. A paid subscription begins only after the Customer explicitly selects and confirms a paid plan from within their verified account. The applicable Fees and billing period will be shown before confirmation. Once confirmed, the paid subscription is subject to the billing and renewal terms in section 4. This clarification does not change existing paid subscriptions or separately agreed services, which retain their agreed terms.

6. Acceptable Use

You agree not to misuse the Service. In particular, you must not: (a) use the Service unlawfully or to store or transmit unlawful, infringing or harmful material; (b) attempt to gain unauthorised access to the Service or its underlying systems; (c) reverse-engineer, copy or resell the Service except as permitted by law; (d) introduce malicious code; or (e) use the Service in a way that impairs its availability for other customers.

7. Customer Data & Intellectual Property

As between the parties, the Customer owns all Customer Data and all rights in it. The Customer grants us a limited licence to host, process and use Customer Data solely to provide and support the Service. We own all intellectual property rights in the Service itself, including its software, design and branding. Nothing in these Terms transfers ownership of the Service to the Customer.

Our processing of personal data within Customer Data is governed by our Privacy Policy and, where we act as a processor on the Customer's behalf, by our Data Processing Agreement, which forms part of these Terms.

8. Availability & Support

We aim to keep the Service available at all times but do not guarantee uninterrupted access. The Service may be temporarily unavailable for planned maintenance, updates or factors beyond our reasonable control. We provide support by email at support@curcle.co.uk during normal UK business hours.

9. Warranties & Disclaimers

We warrant that we will provide the Service with reasonable skill and care. Except as expressly stated in these Terms, the Service is provided "as is" and we exclude all other warranties, conditions and representations to the fullest extent permitted by law. The Service is a tool to assist with compliance and record-keeping; it does not constitute legal, regulatory or professional advice, and the Customer remains responsible for meeting its own legal and regulatory obligations.

10. Limitation of Liability

Nothing in these Terms limits liability for death or personal injury caused by negligence, for fraud, or for any liability that cannot lawfully be limited. Subject to that, we will not be liable for any loss of profits, revenue, goodwill, or anticipated savings, or for any indirect or consequential loss. Our total aggregate

liability arising out of or in connection with the Service in any 12-month period shall not exceed the total Fees paid by the Customer for the Service in that period.

11. Term, Termination & Suspension

These Terms apply for as long as you use the Service. Either party may terminate a subscription with effect from the end of the then-current billing period. We may suspend or terminate access immediately if the Customer materially breaches these Terms, fails to pay Fees when due, or where required by law. On termination, the Customer's right to use the Service ceases. We will make Customer Data available for export for a reasonable period after termination, after which it may be deleted in accordance with our Privacy Policy.

12. Confidentiality

Each party shall keep confidential any non-public information disclosed by the other in connection with the Service and use it only as necessary to perform these Terms, except where disclosure is required by law.

13. Changes to these Terms

We may update these Terms from time to time. Where changes are material, we will give reasonable notice, for example by email or an in-app notice. Continued use of the Service after changes take effect constitutes acceptance of the updated Terms.

14. Governing Law & Jurisdiction

These Terms and any dispute arising out of them are governed by the laws of England & Wales, and the courts of England & Wales have exclusive jurisdiction.

15. Contact

Curcle Ltd, Crown Chambers, 7 Market Place, Melksham, SN12 6ES, United Kingdom. Email: support@curcle.co.uk. Telephone: +44 7860 503886.