safedrop terms 2026

Hey there. Below are our standard Terms of Business. Alternative terms with higher indemnity levels are available for Enterprise clients.

Terms & Conditions - August 21 2024

safedrop is a secure file sharing service run by OD Consultancy Ltd in the UK.

By clicking the "Place order" button, using a free account, or signing an Order Form that references these SaaS terms and conditions, you accept that you will be bound by the terms of the Order Form, these SaaS terms and conditions and any Schedules that govern your use of OD Consultancy Limited's software and online service ("safedrop")("Agreement").

If you are entering in to the Agreement on behalf of a company or other legal entity, any acceptance of these SaaS terms and conditions will be considered a representation by you that you have the authority to bind such entity to these SaaS terms and conditions and the Agreement overall, in which case the terms "Customer", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these SaaS terms and conditions and the Agreement overall, you may not proceed and we will be unable to provide our Services to you.

We, the Supplier, and you, the Customer, agree to the following terms.

Definitions

"Agreement" means these SaaS terms and conditions that govern the provision of the Services, any Schedules, the Order Form and any mutually agreed written amendments to the SaaS terms and conditions, its Schedules and the Order Form from time to time; "Authorised User" is a person or persons who are authorised by the Customer to use the Services and the Documentation; "Business Day" means any weekday other than a bank or public holiday in England; "Business Hours" means the hours of 09:00 to 17:30 GMT/BST on a Business Day; "Commencement Date" means the earlier of: a) the date that we receive the payment in full in relation to the Order Form; or b) the Customer executing the Order Form; "Confidential Information" means all confidential information (however recorded, preserved or disclosed and whether marked as confidential or not) disclosed by a party or its representatives to the other party (whether before or after the Commencement Date), any information that would be regarded as sensitive by a responsible business person and any information derived or analysis derived from Confidential Information. For the avoidance of doubt this will not include any information that is in the public domain, was available to the recipient on a non-confidential basis and was lawfully in the possession of the recipient; "Customer", "you", "your" means the person subscribing to the services to whom the Supplier has agreed to provide the Services to in accordance with these SaaS terms and conditions; "Customer Data" the data inputted by the Customer, Authorised Users, or the Supplier on behalf of the Customer for the purpose of using the Services or facilitating the Customer's use of the Services; "Data Protection Legislation" unless and until the General Data Protection Regulation (EU) 2016/679 (GDPR) is no longer directly applicable in the UK, (i) the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018, together with (in each case) all other data protection legislation in force from time to time applicable to a party's obligations under this Agreement; "Documentation" means the document made available to the Customer by the Supplier online or on any device used by the Customer which sets out a description of the Services and the user instructions for the Services; "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation; "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; "Normal Business Hours" means 09:00 to 17:30 local UK time, each Business Day; "Order Form" means the order form for the supply of the Services (or the online purchase process) which sets out, among other things, the Services to be provided, the Term, the Fees and the number of User Subscriptions; "Schedules" means the terms applicable to specific Services attached to these SaaS terms and conditions; "Services" means the subscription services provided by the Supplier to the Customer under this Agreement via the Supplier websites or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation and the Order Form; "Supplier Software" means the online software applications provided by the Supplier as part of the Services; "Set-up Fee" means any applicable set-up fees as shown on the Order Form; "Standard Support Hours" means 0900hrs - 1700hrs GMT, Monday - Friday; "Supplier", "us", "ours" means us, OD Consultancy Limited, a company registered in England with its registered number 3389226 and its registered office at Innovation Reception Innovation Way, Discovery Park, Sandwich, Kent, England, CT13 9FF; "Term" has the meaning assigned to it in Schedule 1; "Third Party Content" consists of all third party information and/or software applications offered as part of the Services (including templates, documents, text, pictures, sound, graphics, video, software applications, best practices, and other data) that may be contained on or linked to from the Services. Third Party Content specifically excludes Supplier Software; "Uptime" means all times when the Services are available to be accessed by Users; and "User Subscriptions" shall mean the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services in accordance with these SaaS terms and conditions.

Interpretation

In these conditions unless there is something in the subject or context which is inconsistent therewith: words importing the masculine gender only shall include the feminine gender and vice versa; words importing the singular number only shall include the plural number and vice versa; words importing persons include corporations and vice versa; the word "including", unless the context otherwise requires, shall mean "including without limitation"; any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom; any covenant by the Customer not to do any act or thing shall be deemed to include an obligation not to permit such act or thing to be done and to use its best endeavours to prevent such act or thing being done by a third party; the paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation; any reference in these SaaS terms and conditions to "writing" or cognate expressions includes a reference to email or comparable means of communication.

1. User Subscriptions

1.1. The Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation for the duration of the Agreement and solely for the Customer's internal business operations.

1.2. In relation to the Authorised Users, the Customer undertakes that:

> 1.2.1. the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;
>
> 1.2.2. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

1.3. The rights provided under this clause 1 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

2. Services

2.1. The Supplier will supply the following services to the Customer (the "Services"): use of the Service (set out on the Order Form and/or Schedule 1); and Support (set out on the Order Form and/or Schedule 2).

2.2. The Supplier shall, during the Term, provide the Services to the Customer on and subject to the terms of the Agreement.

2.3. These SaaS terms and conditions, the Order Form and any Schedules constitute the entire agreement between the parties, supersede any previous agreement or understanding and shall apply to all services supplied by the Supplier to the Customer. In case of inconsistency between the terms of these SaaS terms and conditions, the Schedules and the Order Form, the following order of precedence shall apply: 1) Order Form; 2) the Schedules; and 3) these SaaS terms and conditions.

3. Customer Data

3.1 In so far as required, both parties agree that they will comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

3.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.

3.3 Without prejudice to the generality of clause 3.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.

3.4 Without prejudice to the generality of clause 3.1, the Supplier warrants and undertakes that it shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement: process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Laws); ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained.

4. Freedom of Information

4.1 The Supplier acknowledges that the Customer may be subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

4.2 The Supplier shall: (a) transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information; (b) provide the Customer with a copy of all Information in its possession, or power within five Business Days (or such other period as the Customer may specify) of the Customer's request; and (c) provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

4.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

4.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.

5. Third Party Suppliers

5.1. The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website and does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. Support

6.1. For the duration of this Agreement, The Supplier shall provide to the Customer support according to the Order Form and Schedule 2.

7. The Customer's Obligations

7.1. The Customer shall be responsible and entirely liable for all content, including accessing, storing, distributing or transmitting any kind of virus, or any material during the course of its use of the Services that:

- 7.1.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 7.1.2. facilitates illegal activity;
- 7.1.3. depicts sexually explicit images;
- 7.1.4. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 7.1.5. in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

7.2. The Customer shall not:

7.2.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Supplier Software and/or Documentation (as applicable) in any form or media or by any means;

7.2.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Supplier Software; or

7.2.3. transfer, assign, rent or lease the Supplier Software, the Third Party Content or any of the rights granted in this Agreement to any third party without the prior written consent of the Company, which shall not be unreasonably withheld.

7.3. The Customer shall:

7.3.1. provide the Supplier with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the Supplier in order to provide the Services;

7.3.2. comply with all applicable laws and regulations with respect to its activities under this Agreement;

7.3.3. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

7.3.4. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

8. The Supplier's Obligations

8.1. The Supplier undertakes that the Services will be performed substantially in accordance with this Agreement and with reasonable skill and care.

8.2. The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's written instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Notwithstanding the foregoing, The Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

8.3. This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

9. Fees and Payment Terms

9.1. The Supplier will invoice the Customer for the Fees as described in the Order Form.

9.2. Unless otherwise is stated in the Order Form, the Customer will pay each of the Supplier's invoices within 7 days from the date of each of the invoices.

9.3. If the Customer fails to pay an invoice by the date it is due to be paid, the Supplier may charge interest on the unpaid amount until payment (whether payment happens before or after any court judgment). The interest rate is 4% above the base rate of the Bank of England from time to time.

9.4 If the Supplier has not received payment within 1 day after the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

9.5 The Supplier may increase its fees on any annual anniversary date of this Agreement in line with the percentage increase in the Consumer Prices Index in the preceding 12 month period.

10. Non Solicitation

10.1. Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services at any time during the term of this Agreement or for a further period of 12 months after the termination of this Agreement other than by means of a national advertising campaign for recruitment and not specifically targeted at any of the staff of the other party.

11. Intellectual Property Rights

11.1. The Supplier shall own all rights, title and interest in and to all of its intellectual property rights and the Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11.2. Any pre-existing Intellectual Property Rights that belong to any third party will be the absolute property of and will vest and remain vested in the third party proprietor.

11.3. The provisions of this clause 11 shall survive the termination of this Agreement.

12. Intellectual Property Rights Indemnities

12.1. The Supplier shall indemnify and keep indemnified the Customer from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of any claim by any third party of any infringement or alleged infringement of any Intellectual Property Rights as a result of the provision, receipt, use, or possession of any intellectual property and/or Services provided by or on behalf of The Supplier provided that the Customer is given prompt notice of any such claim, the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, and the Customer is given sole authority to defend or settle the claim.

12.2. The Supplier shall have no liability under clause 12.1 to the extent that the alleged infringement arises out of or as a result of infringing Customer materials or third party materials, the use of any of the Supplier Software in

combination with other software not supplied by the Supplier, or alterations or amendments made to any of the Supplier Software which are not made by or on behalf of the Supplier.

13. Confidentiality

13.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement.

13.2. Each party shall hold the other's Confidential Information in confidence using the same degree of care that it uses to protect the confidentiality of its own confidential information and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

13.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

13.4. Each party shall keep any Confidential Information received from or belonging to the other party secret (using such measures as is necessary in accordance with good industry practice to protect commercially sensitive and confidential information) and not disclose such Confidential Information to anyone (except on a need to know basis for internal use only where necessary to perform its obligations under this Agreement to its employees or full time contractors bound by express written secrecy obligations) or use such Confidential Information other than to perform its obligations under this Agreement without the prior written consent of the relevant disclosing party.

13.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

13.6. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

13.7. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

13.8. This clause 13 shall survive termination of this Agreement, however so arising.

14. Term and Termination

14.1. This Agreement starts on the date shown in the Order Form and will continue for the Term unless it is ended earlier under this clause 14.

14.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; the other party commits a material breach of any other term of this Agreement which breach is irremediable or fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due; the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts; a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party.

14.3. The Customer may also terminate this Agreement by giving the Supplier 2 months' written notice in the event that significant technical issues materially impact Uptime and are not remedied by the Supplier within 28 days of such technical issues being notified to the Supplier in writing.

14.4. On termination of this Agreement for any reason: all licences granted under this Agreement shall immediately terminate; each party shall return and make no further use of any equipment, property, Documentation and other items belonging to the other party; the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than five days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data.

15. Limitation of Liability

15.1. Except as expressly and specifically provided in this Agreement: the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction.

15.2. Nothing in this Agreement excludes the liability of the Supplier: for death or personal injury caused by the Supplier's negligence; or for fraud or fraudulent misrepresentation.

15.3. Subject to clause 15.1 and clause 15.2: the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim arose.

16. Force Majeure

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17. Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

18. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22. Entire Agreement

22.1. This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

22.2. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

23. Assignment

The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

24. No Partnership or Agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Third Party Rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

26. Notices

26.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.

26.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

27. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).