TERMS OF SERVICE

Employee Happiness Score - EMPLOYEEHAPPINESSSCORE (EHS) LIMITED

Version 2.1 - October 2026

These Terms of Service govern your use of the Employee Happiness Score (EHS) platform. By accepting these terms electronically at registration, the organisation named in the registration form agrees to be bound by them. Please read them carefully before proceeding.

1. About Us

The EHS platform is operated by:

Legal name	EMPLOYEEHAPPINESSSCORE (EHS) LIMITED
Company number	05109240
Registered office	C/O Hebblethwaites, 2 Westbrook Court, Sharrow Vale Road, Sheffield, South Yorkshire, S11 8YZ
Email	info@employeehappinessscore.com
Website	employeehappinessscore.com

References to “EHS”, “we”, “us”, or “our” in these Terms refer to EMPLOYEEHAPPINESSSCORE (EHS) LIMITED. References to “you” or “your” refer to the organisation that has accepted these Terms at registration (the “Client”).

2. What We Provide

EHS provides a software-as-a-service platform that enables organisations to collect employee sentiment data, present it as an ongoing score, and make that data available to authorised users within the Client’s organisation.

The platform is provided on a subscription basis as set out at the time of registration.

EHS does not provide HR consultancy, employment law advice, psychological services, or guarantees of specific business outcomes. The platform is a measurement tool. How the Client uses the insights generated is entirely within the Client’s own responsibility.

3. Acceptance and Electronic Agreement

These Terms are accepted electronically. By ticking the acceptance checkbox during registration on the EHS platform, the Client agrees to be bound by:

- These Terms of Service
- The Employee Happiness Score Data Processing Agreement (DPA)
- The Employee Happiness Score Privacy Policy

A record of acceptance, including the date, time, IP address, and account details of the accepting user, is logged in the EHS database. By accepting, the individual completing registration warrants that they are authorised to bind the Client organisation to these terms.

A copy of these Terms is made available to the Client within the EHS platform at all times. A copy may also be requested by emailing info@employeehappinessscore.com.

4. Client Responsibilities

By using the EHS platform, you agree to:

- Use the platform lawfully and in accordance with applicable employment and data protection law, including UK GDPR and the Data Protection Act 2018
- Ensure you have a lawful basis for collecting employee sentiment data through the platform before deployment
- Provide employees with a clear privacy notice before deployment, covering purposes, lawful bases, any special category processing, recipients, international transfers, retention, rights, contact details and the right to complain to the ICO
- Ensure only authorised individuals have access to your organisation's account and data
- Keep your account credentials secure and notify us promptly at info@employeehappinessscore.com if you suspect unauthorised access
- Provide accurate information during setup and keep it up to date
- Not use the platform in any way that could be used to identify or target individual employees in breach of UK GDPR or applicable employment law

> Reminder: EHS measures employee sentiment. Feedback is presented without an attached identity unless the employee chooses to identify themselves, but free text can reveal identity through its content. You must not try to identify other contributors or use feedback to target them unlawfully.

5. Subscriptions and Payment

5.1 Subscription plans and pricing are set out on the EHS website or in a separate written agreement between the parties. By registering, you agree to pay the applicable fees for the plan selected.

5.2 Payments are processed via Stripe. By providing payment details, you authorise EHS to charge your selected payment method on the billing cycle agreed at registration (monthly or annual, as applicable).

5.3 All fees are quoted exclusive of VAT. Where VAT is applicable, it will be charged at the prevailing rate.

5.4 If a payment fails or is declined, EHS will notify you by email. If the issue is not resolved within ten (10) days, EHS reserves the right to suspend access to the platform until payment is received.

5.5 Fees are non-refundable except where required by law or expressly agreed in writing. If you cancel mid-cycle, you will retain access until the end of the current billing period.

5.6 EHS reserves the right to change pricing with not less than thirty (30) days' written notice. Continued use of the platform following the notice period constitutes acceptance of the new pricing.

6. Data and Privacy

6.1 The Client is the data controller for its employees' personal data. EHS acts as a data processor on the Client's behalf. The terms on which EHS processes personal data are set out in the Data Processing Agreement (DPA), which is incorporated into and forms part of these Terms.

6.2 Confidential feedback. EHS presents responses to authorised Client users without attaching an employee's identity unless the employee chooses to identify themselves. Free text and context may nevertheless identify an individual; identifiable feedback, prompts and AI outputs remain personal data. EHS restricts back-end identity data to the purposes and safeguards in clause 4 of the DPA. Exceptional disclosures are subject to that clause and applicable law. The Client must not attempt to identify other contributors.

6.3 The Client acknowledges that it has read and accepted the EHS Privacy Policy and DPA as part of the registration process.

6.4 Sensitive disclosures. Employees may include health or other special category data in free-text feedback. The Client is not required to guarantee that this will never occur. Before deployment, the Client must identify and document the applicable Article 6 lawful basis, Article 9 condition and any required Data Protection Act 2018 Schedule 1 condition, and have an Appropriate Policy Document where the selected condition requires one. Neither employment status nor acceptance of these Terms automatically provides a lawful basis. Collection must be minimised and unexpected sensitive disclosures handled under DPA clauses 3.4 and 3.5.

6.5 Ask EHS. AI processing uses the provider identified in Schedule 2 of the DPA. Employee feedback may be sent to that provider solely to deliver the service under the agreed instructions and must not be used to train its general-purpose models. The Client must review AI outputs for accuracy and context and must not use them for solely automated employment decisions with legal or similarly significant effects.

6.6 Employee rights. Employees may contact info@employeehappinessscore.com directly about their data rights. EHS will acknowledge requests within five (5) business days and assist the responsible Controller under DPA clause 6. Nothing in these Terms restricts employees' statutory rights or remedies.

6.7 Privacy assessment. The Client must assess the proposed processing before deployment and complete a DPIA where required, with EHS's assistance under the DPA. These Terms do not represent that EHS has prepared a client-specific DPIA, employee privacy notice or Appropriate Policy Document.

6.8 Disclosures of harm. EHS is not an emergency, safeguarding or continuously monitored reporting service. The Client must designate authorised users to review feedback and take appropriate action, identify a contact for escalations, and give workers separate routes for urgent concerns. EHS will handle serious risks that its personnel become aware of in accordance with DPA clause 4.6. These Terms do not promise line-manager notifications or a manager access tier.

7. Confidentiality

7.1 Both parties agree to keep confidential any non-public information shared in connection with these Terms or the use of the platform. This includes account data, employee feedback, commercial terms, and any technical or business information disclosed by either party.

7.2 This obligation does not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party at the time of disclosure; (c) is required to be disclosed by law or a competent authority.

7.3 These confidentiality obligations survive termination for three (3) years, and for personal data and employee feedback for so long as that information is retained and remains confidential. The DPA continues to apply for so long as EHS processes personal data on the Client's behalf.

8. Intellectual Property

8.1 Intellectual property rights in the EHS platform, including its software, algorithms, design, brand assets and content, remain with EHS or its licensors. EHS grants the Client a limited right to use the platform for its internal business purposes during its paid subscription, subject to these Terms. No ownership of those rights transfers to the Client.

8.2 The Client retains ownership of its own data. By using the platform, the Client grants EHS a limited, non-exclusive licence to process that data solely for the purpose of providing the EHS service.

8.3 EHS may use genuinely anonymised, aggregated and non-attributable statistics for product improvement, benchmarking and research only where neither the Client nor any individual is identifiable. Removing names from free text does not necessarily anonymise it. This clause does not permit use of identifiable feedback or personal data for unrelated purposes or general-purpose AI model training; any anonymisation of personal data must follow the DPA and the Client's documented instructions.

9. Availability and Support

9.1 EHS will use reasonable endeavours to make the platform available at all times. We do not guarantee uninterrupted access and are not liable for downtime caused by factors outside our reasonable control, including third-party infrastructure failures, scheduled maintenance, or force majeure events.

9.2 Where planned maintenance is likely to cause material disruption, we will provide reasonable advance notice.

9.3 Support is available by emailing info@employeehappinessscore.com. We will endeavour to respond to support requests within two (2) business days.

10. Limitation of Liability

10.1 Subject to clause 10.3, neither party is liable to the other for indirect or consequential loss, including loss of profit, business or reputation to the extent it is indirect or consequential. This exclusion does not exclude otherwise recoverable direct losses, reasonable direct costs of investigating, containing and remedying a data breach, or amounts recoverable under the indemnities below, all of which remain subject to the applicable caps.

10.2 Subject to clause 10.3, each party's total aggregate liability to the other arising from events in a Contract Year under or in connection with these Terms and the DPA, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, is limited as follows: (a) general claims: 125% of Annual Fees; (b) claims arising from breach of data protection or confidentiality obligations: 250% of Annual Fees. The higher cap applies instead of the general cap to those claims. Where both categories arise in the same Contract Year, the general claims remain subject to their 125% sub-limit and all capped claims together are subject to an overall 250% limit. The same loss cannot be recovered more than once.

For clause 10, a Contract Year is each twelve-month period beginning on the date the agreement starts or an anniversary of that date. Annual Fees means the subscription fees paid or payable for the relevant Contract Year, excluding VAT; where the subscription lasts less than a full year, the recurring subscription fees are annualised at the agreed rate. Related claims are attributed to the Contract Year of the first event giving rise to them, including where a claim is made after termination. The Client's obligation to pay properly due subscription fees is not reduced by these caps.

> Liability limits: 125% of Annual Fees for general claims; 250% for data protection and confidentiality claims, subject to clause 10.2. The limits apply across these Terms and the DPA and do not restrict liability that cannot lawfully be limited.

10.3 Nothing in these Terms limits or excludes either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law.

10.4 EHS shall provide the service with reasonable care and skill. It does not guarantee that the platform will be error-free, that AI outputs will always be accurate or complete, or that use will achieve a particular business outcome. These qualifications do not exclude EHS's express contractual or statutory obligations.

10.5 EHS shall indemnify the Client against damages finally awarded and reasonable legal costs, or settlements approved under clause 10.8, arising from a third-party claim that authorised use of the EHS platform infringes that third party's intellectual property rights in the United Kingdom. This does not cover a claim to the extent caused by Client-provided content, unauthorised modification or use outside these Terms. EHS may obtain continued-use rights, modify or replace the affected service without materially reducing its functionality, or, if those remedies are not reasonably available, terminate the affected service and refund prepaid fees for its unused period.

10.6 The Client shall indemnify EHS against damages finally awarded and reasonable legal costs, or settlements approved under clause 10.8, arising from a third-party claim to the extent caused by the Client's unlawful instructions or material misuse of the platform in breach of these Terms. The indemnity does not apply merely because an employee submits unsolicited special category data, or to loss caused by EHS's own breach.

10.7 Each party shall indemnify the other against damages finally awarded and reasonable legal costs, or settlements approved under clause 10.8, arising from third-party claims to the extent caused by its breach of its own data protection or confidentiality obligations. Responsibility shall reflect each party's contribution to the loss. Regulatory fines are recoverable only to the extent such recovery is lawful; nothing in this clause restricts a regulator's powers or an individual's statutory rights.

10.8 A party seeking an indemnity shall give prompt notice, reasonable cooperation at the indemnifying party's expense, and a reasonable opportunity to control the defence, subject to conflicts of interest and statutory duties. Late notice reduces recovery only to the extent it materially prejudices the defence. No settlement may impose an admission of fault, non-monetary obligation or

unreimbursed payment on the other party without its written consent, which shall not be unreasonably withheld or delayed. Each party shall take reasonable steps to mitigate loss.

10.9 The indemnities are subject to the exclusions, applicable caps and allocation of liability in clauses 10.1 to 10.3. Data protection and confidentiality indemnities fall within the 250% cap; other indemnities fall within the 125% general cap, subject in each case to clause 10.3.

11. Changes to These Terms

EHS may update these Terms from time to time. We will notify the Client of any material changes by email or via the platform with not less than thirty (30) days' prior notice. Continued use of the platform following the notice period constitutes acceptance of the updated Terms. Where a Client objects to a material change, they may terminate the agreement in accordance with clause 12 without penalty during the notice period.

12. Term and Termination

12.1 These Terms come into force on the date of electronic acceptance at registration and continue until terminated in accordance with this clause.

12.2 Either party may terminate the agreement by giving thirty (30) days' written notice to the other party. Notice from the Client should be sent to info@employeehappinessscore.com. Notice from EHS will be sent to the email address registered on the Client's account.

12.3 EHS may suspend or terminate access immediately, without notice, where:

- The Client commits a material breach of these Terms that is incapable of remedy
- The Client commits a material breach that is capable of remedy but fails to remedy it within fourteen (14) days of written notice from EHS
- The Client fails to make payment when due and does not resolve the failure within ten (10) days of notification
- EHS reasonably believes continued access poses a risk to the security or integrity of the platform or to other clients

12.4 On termination for any reason:

- The Client's access to the platform will cease
- EHS will make personal data available for secure return at the Client's request for thirty (30) calendar days, or delete it earlier on instruction. Deletion, completion of return requests received within that period, and any legally required retention are governed by DPA clauses 5 and 13
- Any fees due and unpaid at the date of termination remain payable
- Clauses 7 (Confidentiality), 8 (Intellectual Property), 10 (Limitation of Liability), and 13 (Governing Law) survive termination

13. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Both parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

14. General

14.1 Entire agreement. These Terms, together with the DPA and Privacy Policy accepted at registration, constitute the entire agreement between the parties relating to the EHS platform and supersede all prior representations, agreements and understandings. The DPA prevails on personal data processing matters; clause 10 of these Terms governs contractual liability across both agreements. Nothing in these documents limits liability for fraud or fraudulent misrepresentation.

14.2 Severance. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.

14.3 Waiver. Failure by either party to enforce any provision of these Terms shall not constitute a waiver of that party's right to enforce it subsequently.

14.4 Assignment. The Client may not assign or transfer any rights or obligations under these Terms without EHS's prior written consent. EHS may assign these Terms to any successor entity without the Client's consent, provided the successor assumes all obligations hereunder.

14.5 Relationship. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between the parties.

14.6 Third parties. These Terms do not confer contractual enforcement rights on third parties under the Contracts (Rights of Third Parties) Act 1999. This does not restrict any data subject's rights or remedies under Data Protection Laws.

14.7 Force majeure. Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control, provided that the affected party notifies the other promptly and uses reasonable endeavours to resume performance.

15. Electronic Acceptance

15.1 These Terms are entered into electronically. The Client accepts these Terms by ticking the acceptance checkbox presented during registration on the EHS platform. A record of acceptance, including the date, time, IP address, and account details of the accepting user, is logged in the EHS database and constitutes a binding record of agreement.

15.2 By accepting, the individual completing registration warrants that they have the authority to bind the Client organisation to these Terms.

15.3 A copy of these Terms, as accepted, is available to the Client within the EHS platform at all times. A copy may be requested at any time by emailing info@employeehappinessscore.com.

END OF TERMS OF SERVICE - Version 2.1