Papaya Terms of Service — draft for review

Draft date: 9 November 2026

Status: Not effective. Do not offer this draft for customer acceptance until the provider's legal identity and contact details are completed and the text is approved.

Details to complete before publication

- Full registered name of the Spanish contracting company: [COMPANY LEGAL NAME]
- Spanish tax identification number (NIF): [NIF]
- Registered office and contact address: [ADDRESS, SPAIN]
- Commercial Registry details, if applicable: [REGISTRY DETAILS]
- Contract and support email: [CONTACT EMAIL]
- Privacy notice and data processing agreement links: [LINKS]
- Effective date and version: [DATE / VERSION]

1. Parties and scope

These Terms govern access to the Papaya software service by business customers. The provider is [COMPANY LEGAL NAME], a company established in Spain, with the identification and contact details above ("Papaya", "we"). The customer is the business identified during signup or in an order ("Customer"). The person accepting these Terms confirms that they are authorised to act for the Customer.

The service description, plan, allowances, prices, trial period and any special conditions appear in the offer shown to the Customer at signup or purchase ("Order"). An Order and these Terms together form the agreement. If they conflict, the Order controls its commercial details.

2. Signup and account security

An account is created only after the required signup and email verification steps succeed. The Customer must provide accurate business and contact information, keep credentials secure, and promptly notify Papaya of suspected unauthorised access. The Customer is responsible for activity by its authorised users, except to the extent caused by Papaya's breach of this agreement.

3. Trial

If an Order offers a free trial, its duration and included features are stated in that Order. A free trial is free for its stated period. It ends without an automatic paid charge or conversion to a paid subscription. Continued paid access requires a separate, clearly presented purchase by the Customer. Papaya may limit repeat trials as described in the offer. Unless an Order says otherwise, trial access ends at the end of the trial period; the Customer should export any content it needs before access ends.

4. Paid service and billing

Paid plans, billing frequency, included usage, overage rates, taxes and payment terms are shown before the Customer confirms a paid Order. Papaya charges only under a separately confirmed paid Order. Invoices and payment instructions are provided through the billing flow. Unless an Order states otherwise, prices exclude applicable taxes. Any change to a paid plan or price requires the notice or agreement described in the Order and applicable law.

5. Customer content and permitted use

The Customer retains its rights in information and material it submits to the service ("Customer Content"). The Customer grants Papaya the limited rights needed to host, process and transmit Customer Content to provide, secure and support the service. The Customer is responsible for having the rights and lawful basis needed to submit Customer Content and for configuring its own customer-facing use of Papaya.

The Customer must not use the service to violate law, infringe others' rights, distribute malware, interfere with security or availability, or attempt unauthorised access. Papaya may suspend access where reasonably necessary to address a serious security, legal or abuse risk, and will give notice when reasonably possible.

6. AI-generated results

Papaya may use automated systems to help produce responses and actions. Results can be inaccurate or incomplete. The Customer remains responsible for reviewing its configuration and for decisions it makes using the service. Papaya will not treat an automated result as proof that an external action occurred unless the service's recorded outcome confirms it.

7. Availability and support

Papaya will use reasonable care in providing the service. Planned maintenance, third-party failures and events beyond reasonable control may affect availability. Any service levels, support commitments or remedies apply only if expressly stated in an Order or separate written agreement.

8. Privacy and data processing

Papaya's privacy notice describes how it handles account and contact data. Where Papaya processes personal data for the Customer as a processor, the parties must use an applicable data processing agreement. These Terms do not replace that agreement or the privacy notice. The Customer must not treat acceptance of these Terms as consent to optional marketing or unrelated processing.

9. Intellectual property and feedback

Papaya and its licensors retain rights in the service, software, documentation and branding. The Customer receives a limited, non-exclusive right to use the service during its active term under the applicable Order. The Customer may provide suggestions; Papaya may use them without identifying the Customer, subject to confidentiality and data protection obligations.

10. Confidentiality

Each party will protect non-public information received from the other using reasonable care, use it only to perform this agreement, and disclose it only to people who need it and are bound to protect it. This does not apply to information that is public without breach, was already lawfully known, was independently developed, or was lawfully obtained from another source. Disclosure required by law is permitted, with notice when legally allowed.

11. Term, cancellation and data return

The agreement begins when signup is accepted and continues while a trial or paid Order is active. The Customer may stop using the service or cancel a paid plan according to its Order. Either party may terminate for a material breach that remains uncured after reasonable written notice, or immediately where required by law. On expiry or termination, access ends. Any export window and deletion schedule must be specified in the final Order, privacy notice or data processing agreement. Amounts already due under a paid Order remain payable.

12. Warranties and liability

Each party warrants that it has authority to enter this agreement. Papaya will provide the service with reasonable care and skill. To the extent permitted by applicable law, neither party is liable for indirect loss or lost profits arising from this agreement. [COUNSEL TO SET A FAIR LIABILITY CAP AND CARVE-OUTS BEFORE PUBLICATION.] Nothing in these Terms excludes liability that cannot lawfully be excluded.

13. Changes

Papaya may update these Terms for future signups by publishing a new version. For existing Customers, material changes will be communicated in advance and will take effect only as permitted by the applicable Order and law. The version accepted by the Customer remains identifiable in Papaya's acceptance record.

14. Governing law and disputes

Spanish law governs this agreement, without overriding any mandatory law that applies to the Customer. The parties will first try to resolve disputes through the contact address above. [COUNSEL TO CONFIRM COURTS OR ARBITRATION LANGUAGE FOR THE INTENDED CUSTOMER MARKETS.]

Drafting references: Spain's Ley 34/2002, articles 10, 27 and 28 requires provider identification and accessible contract information; the GDPR, article 13 separately governs privacy information. These references do not replace legal review of the completed agreement.