

Terms of Service

The standard terms on which we provide Trellis and the services around it.

VERSION	IN EFFECT FROM
1.0	15 March 2026

derros.com/legal/terms

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01

About these terms

These terms are between **Derros Ltd**, a company registered in Jersey with company number 159837 and its registered office at 3 Pinewood Close, La Rue Du Pont Marquet, St. Brelade, JE3 8DT, Jersey ("**Derros**", "we", "us"), and the organisation that uses Trellis or our related services under an engagement letter or order that refers to them (the "**Client**", "you").

Trellis is available as our hosted multi-tenant service, as a dedicated single-tenant instance, or on premise on your own infrastructure. For an on-premise installation, your engagement letter sets out the licence, installation and support terms, and these terms apply alongside it.

Your engagement letter and these terms together make up the "**Main Agreement**". If they conflict, the engagement letter takes precedence. Our [Data Processing Agreement](#) forms part of the Main Agreement and governs how we process

personal data for you, and our [Service Level Agreement](#) describes the service levels we aim for.

02

Using Trellis

You may let your staff and the people you invite use Trellis for your organisation's own purposes. You are responsible for who you give access to, for what they do in Trellis, and for keeping sign-in details secure. Tell us promptly if you think an account has been misused.

You must not, and must not let anyone else:

- use Trellis for anything unlawful, or upload content you do not have the right to use;
- try to get around its security, access other clients' data, or disrupt the service;
- copy, reverse engineer or build a competing product from Trellis, its methods or its outputs; or

- resell or provide Trellis to third parties, except as your engagement letter allows.

03

Your data

You keep your rights in the data you and your users put into Trellis ("**Client Data**"). You give us permission to host, copy and process it as needed to provide Trellis and our services to you. Where Client Data includes personal data, our Data Processing Agreement applies, including what happens to it when the Main Agreement ends.

We may create aggregated, anonymised statistics from Client Data to benchmark and improve our methods, provided no individual or organisation can be identified from them. Those statistics belong to us.

04

Intellectual property

Apart from Client Data and third-party data, Derros owns all intellectual property in Trellis and in everything we produce with it or in providing our services. That includes the software, our methodology, economic models, frameworks and templates, and all reports, analyses, dashboards and other outputs, together with any improvements to them, whoever suggested them.

We give you a non-exclusive, non-transferable licence to use the reports and outputs we deliver to you for your organisation's own purposes, including sharing

them with your board, funders and stakeholders. That licence continues after the Main Agreement ends for anything delivered to you before it ended. You may not sell our outputs or use our methodology to produce your own.

Trellis also uses data published by third parties, such as Statistics Jersey and the Office for National Statistics, which comes with its own licence, often the Open Government Licence. Derros does not claim ownership of that data. Its own licence continues to apply to it, inside Trellis and in any report or output that contains it, and nothing in the Main Agreement overrides or conflicts with those licences. Trellis records the licence for each data source and shows the attribution it requires, and you should keep that attribution when you reuse the data.

05

Warranties

Each party confirms it has the authority to enter into the Main Agreement. We will provide Trellis and our services with reasonable skill and care. You confirm that you have the rights and permissions needed for the Client Data you put into Trellis.

Beyond that, and our [Service Level Agreement](#), Trellis is provided as it is. We do not promise that it will be uninterrupted or free of errors. The figures Trellis produces are estimates based on the data you provide and on stated assumptions and models. They are meant to support

your decisions, not to replace your own judgement, and you are responsible for the decisions you make using them.

06

Indemnities

You will indemnify us against any claim by a third party that arises from Client Data you or your users put into Trellis without the necessary rights or permissions.

We will indemnify you against any claim by a third party that Trellis, as we provide it, infringes their intellectual property rights. This does not cover claims caused by Client Data, by changes made by anyone other than us, or by using Trellis in combination with anything we did not provide.

A party seeking an indemnity must tell the other promptly about the claim, let the other party control its defence and settlement, and give reasonable help at the other party's cost. Both indemnities are subject to [section 7](#).

07

Limitation of liability

Each party's liability under or in connection with the Main Agreement, including this and the Data Processing Agreement, is limited as set out in your engagement letter.

Nothing in the Main Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud, or

for anything else that cannot be limited or excluded by law.

08

Confidentiality

Each party will keep the other's confidential information confidential and use it only to perform the Main Agreement. This does not apply to information that is or becomes public through no fault of the receiving party, that it already had or develops independently, or that it must disclose by law, provided it tells the other party first where the law allows. This obligation continues after the Main Agreement ends.

09

Publicity

Neither party will use the other's name or logo, or say publicly that it works with the other, without the other's prior written consent.

10

Suspension and ending

We may suspend access to Trellis if we reasonably need to in order to protect the service, other clients or their data, for example after a security incident or a serious breach of [section 2](#). We will tell you promptly and restore access once the reason has been dealt with.

The Main Agreement ends as set out in your engagement letter. When it ends, your access to Trellis ends, and Client Data

is returned or deleted as set out in our Data Processing Agreement. Sections 3, 4, 6, 7, 8 and 11 continue to apply after it ends.

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General

- **Changes.** If we change these terms, we will publish a new version here with a new number and date. The version your engagement letter refers to continues to apply to you until you agree to a newer one.
- **Assignment.** Neither party may transfer the Main Agreement without the other's written consent, which will not be unreasonably withheld.
- **Severability.** If any part of these terms is found to be unenforceable, the rest continues to apply.
- **No third-party rights.** Only Derros and the Client can enforce the Main Agreement.
- **Governing law.** The Main Agreement is governed by the law of Jersey, and the courts of Jersey have exclusive jurisdiction over any dispute arising from it.

Questions about these terms? Email hello@derros.com.



Questions about this document?

We would rather talk things through than hide behind small print. Get in touch and we will answer you directly.

hello@derros.com

OUR OTHER LEGAL DOCUMENTS

- Privacy & Data Protection
- Data Processing Agreement
- Service Level Agreement
- Security

This handout reproduces the version published at derros.com/legal/terms on 18 September 2026. If the two differ, the online version applies. All our legal documents are at derros.com/legal.