

# Improvemydata.com Terms & Conditions

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE CONTINUING:** These terms and conditions constitute a legal agreement (“**Agreement**”) between you and CALLCREDIT MARKETING LIMITED of One Park Lane, Leeds, West Yorkshire, LS3 1EP (the “**Service Provider**” for the Improvemydata.com services.

**BY CLICKING ON THE "ACCEPT" BUTTON, YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU AND YOUR EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE ARE UNWILLING TO PROVIDE THE SERVICES TO YOU AND YOU WILL NOT BE ENTITLED TO PROCEED FURTHER IN ACCESSING AND USING THE SERVICES.**

## 1. DEFINITIONS

“ <b>Agent</b> ”	a mailing house, fulfilment house, reseller, computer bureau or other agent working on Your behalf.
“ <b>Client</b> ”	where You are an Agent and You are acting on behalf of a third party in Your use of the Site and/or Your purchase of the Services, that third party shall be the Client. If the third party is an individual person and if he/she is an employee and is using You in the performance of his/her job, also his/her employing organisation shall be the Client.
“ <b>Data Protection Legislation</b> ”	the Data Protection Act 1998 and any subordinate legislation, together with the applicable codes of practice published by the DMA and the British Codes of Advertising and Sales Promotion Practice.
“ <b>Documentation</b> ”	all user guides and other documentation provided by the Service Provider to You in respect of the Services.
“ <b>Input Data</b> ”	the data in the agreed format uploaded to the Site by You and in respect of which the Services are to be performed;
“ <b>Output Data</b> ”	the Input Data, as may be cleansed, suppressed, verified, flagged, modified, enhanced and/or profiled through the performance of the Services but excludes the Input Data.
“ <b>Permitted Purpose</b> ”	the marketing and promotional purposes relating to Your business or that of Your Client in accordance with the terms of this Agreement;
“ <b>Services</b> ”	the provision of the Output Data and, where appropriate, those cleansing, suppression, verification, modification, enhancement and profiling services more particularly specified on the Site and provided by the Service Provider to You in connection with the provision of the Output Data.
“ <b>Site</b> ”	this website, <a href="http://www.improvemydata.com">www.improvemydata.com</a> .
“ <b>Special Terms</b> ”	those terms applicable to certain third party elements of the Services.
“ <b>We</b> ”	Callcredit Marketing Limited
“ <b>You</b> ”, “ <b>Your</b> ”	You, the individual person using the Site, and if You are an employee and are using the Site to perform Your job, also Your employing organisation.

Section Headings are for convenience only, and do not form part of this Agreement.

## 2. SERVICES

- 2.1 The Service Provider shall provide the Services to You using reasonable skill and care.
- 2.2 The Service Provider may from time to time change the form and content of the Services and/or upgrade or modify any of the methods used to access the Services; in such circumstances the Service Provider shall use reasonable endeavours to give You prior notice of such proposed change, upgrade or modification.
- 2.3 You shall ensure that You have the necessary facilities as notified by the Service Provider (including but not limited to, computer hardware, software and communications equipment) to obtain access to the Services.
- 2.4 You shall be responsible for selecting those elements of the Service, such as the application of the necessary industry suppression files to ensure that the Output Data is appropriate and lawfully used by You, Your Agent or Client (as applicable). You agree to accept responsibility for Your actions while using the Site, including the selection of Services, the purchase, download, manipulation, printing and use of the Output Data and all results from such use.
- 2.5 The Service Provider licences You, Your Agent or Client (as applicable) to use the Output Data for the Permitted Purpose only. The Services and Output Data shall not be used for the following purposes:
- 2.5.1 the marketing to or use of records suppressed as part of the Service for response, propensity or adverse risk modelling and, in particular, where the Services include suppression of deceased persons, You and Your Client (as applicable) shall not use the Services or Output Data for direct targeting of households who have suffered a bereavement; or
- 2.5.2 debt collection or fraud prevention.
- 2.6 You and Your Client (where applicable) shall not copy, modify or alter, adapt or transfer, sub-licence, assign, transfer, sell, lease, rent, charge, or otherwise deal in or encumber any part of the Output Data including translating, combining, merging, decompiling, disassembling or creating derivative works based on the Output Data or any other Documentation provided under this Agreement.
- 2.7 Where the Output Data contains Census output from Census Area Statistics, Census output is, and remains, Crown copyright and is reproduced with the permission of the Controller of HMSO and the Queen’s Printer for Scotland. Such Census output incorporates safeguards against possible identification of any particular person or household, and where this is the case, You and Your Client (where applicable) shall not use any of such Output Data in any way to attempt to obtain or derive information relating specifically to an identifiable person or household, nor claim to have obtained or derived such information therefrom. Whenever Census output is published, the source should be prominently displayed e.g. “Source: 2001 Census Area Statistics”.

- 2.8 You also acknowledge that in some cases it may not be possible to provide the Services to run Input Data against some third party databases in excess of certain records limits due to restrictions imposed by third party licensors of such databases, and in this event, the Service Provider will notify You of the records limit at the time such Input Data is processed.
- 2.9 You warrant that you have the authority to enter into this Agreement and to supply the Input Data to the Service Provider in order to perform the Services.
- 2.10 You agree to indemnify the Service Provider in respect of all costs, claim, demands and expenses incurred or suffered by the Service Provider as a result of:
- 2.10.1 the Service Provider's use of the Input Data in providing the Services in accordance with this Agreement; and/or
- 2.10.2 any claim arising from use of the Output Data made by You, Your Agent or Client (as applicable) and/or arising from the material dispatched using the Output Data by You, Your Agent or Client (as applicable), including but not limited to defamation, obscenity or infringement of others' rights.
- 2.11 You may not resell or transfer or disclose or permit the use of the Output Data to or by any 3rd party, except to Your Agent or where You are an Agent to Your Client. Where You are an Agent and Your purchase of the Services is for and on behalf of Your Client, the Output Data may be held by You solely on behalf of that sole Client only and You may not use the Output Data on behalf of any other clients or third parties. You undertake to ensure that Your Agent or Client (as applicable) complies with the terms of this Agreement as if it were a party hereto and You hereby indemnify the Service Provider against any loss or claim (i) arising from this Agreement as a result of any act or omission on the part of Your Agent or Client (as applicable); or (ii) arising from any failure by You, Your Agent or Client (as applicable) to comply with the terms of this Agreement. You also warrant that You will prevent others under Your control from violating any term of this Agreement.

### **3. OWNERSHIP**

- 3.1 Title, copyright and all other intellectual property rights in the Services, the Output Data, the Software and the Documentation shall at all times remain vested in the Service Provider (or its third party licensors) and neither You nor Your Client (as applicable) shall acquire any rights whatsoever therein save as expressly provided in this Agreement.
- 3.2 Title, copyright and all other intellectual property rights in the Input Data shall at all times remain vested in You or Your Client and the Service Provider shall acquire no rights whatsoever therein save as expressly provided in this Agreement.
- 3.3 You or Your Client (as applicable) grants to the Service Provider a non-transferable, non-exclusive licence to use and copy the Input Data to enable the Service Provider to carry out its obligations under this Agreement.
- 3.4 Any copyright or other proprietary notices in the Services or the Output Data shall not be deleted or altered by You or Your Client (as applicable).

### **4. COMPLIANCE WITH LAWS**

- 4.1 The Service Provider, You and Your Client (as applicable) shall at all times in respect of the subject matter of this Agreement comply with all applicable laws, regulations and rules having equivalent effect. You agree that the Service Provider may change the Services or cease providing the whole or part of the Services if necessary in order to enable the Service Provider to comply with laws, regulations and rules.
- 4.2 You shall at Your own expense retain duplicate copies of all Input Data and insure the Input Data against its loss or damage however caused. The Service Provider shall have no liability for any such loss or damage, however caused. All Output Data shall be at Your sole risk from the time of supply to You.
- 4.3 Without prejudice to the generality of Clause 4.1, You and Your Client (as applicable), warrants that it shall comply with those provisions of the Data Protection Legislation relevant to it in its role as data controller (as defined in the Data Protection Legislation) and You shall fully indemnify the Service Provider against any claims arising as a result of any breach of the Data Protection Legislation by the You and Your Client (as applicable), in its role as data controller.

### **5. SECURITY**

- 5.1 The Service Provider agrees not to publish, transfer, resell or otherwise reuse for commercial purposes the Input Data submitted to the Site by You in connection with the provision of the Services. However, such Input Data may be stored and processed by the Service Provider for the purpose of providing the Services, to enable an audit trail to be maintained and to enable the Service Provider to meet their legal and contractual reporting obligations. Whilst the Service Provider will use reasonable endeavours to ensure the confidentiality and security of the Input Data whilst in their possession or control, they shall not be liable for any losses (whether direct, indirect or consequential) caused by any computer virus or any form of computer hacking.
- 5.2 You shall comply with all of the Service Provider's reasonable security rules and regulations in place from time to time in respect of access to the Services and the Site including without limitation those relating to restrictions on password use. Any access by You to the Site is on the condition that You will not access or attempt to access any part of the Site that You do not have express authority to access. You shall not carry out any linking of pages of any of the Site nor incorporate any part of the Site as part of the Your own web site or that of any other party without the prior written consent of the Service Provider.

### **6. PAYMENT**

6.1 You shall pay the charges as set out on the Site for the Services. Where payment is not taken for the Services via the Site or by credit card payment via the telephone or other electronic means, then the Service Provider shall send to You an invoice in respect of the Services purchased. Such invoice shall be paid by you with 30 days of the date of the invoice.

6.2 Any overdue payment shall attract interest at 2% above Barclays Bank plc's then current base rate from the due date for payment until actual payment and which shall accrue on a daily basis both before and after judgment.

6.3 Value added tax is to be paid by You at the prevailing rate on all sums due under this Agreement. Unless otherwise stated, all sums (including any sums listed on the Site) are shown exclusive of VAT.

## **7. TERMINATION**

7.1 The Service Provider shall be entitled to suspend the Services immediately:

7.1.1 if You breach any of Your obligations under this Agreement; or

7.1.2 in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other competent regulatory authority or if the security processes set up to protect the Services are breached in any way.

7.2 The Service Provider may terminate this Agreement immediately on notice if:

7.2.1 You, Your Agent or Client (as applicable) commits any material breach of this Agreement and such breach (where capable of remedy) is not remedied to the Service Provider's reasonable satisfaction within 14 days of notice specifying the breach and requiring its remedy; or

7.2.2 a resolution is passed or an order is made for winding up of You or Your Client (as applicable) (save for the purpose of a bona fide reconstruction or amalgamation); or

7.2.3 an administration order is made, or a receiver or administrative receiver is appointed over any of Your or Your Client's (as applicable) property or assets; or

7.2.4 You or Your Client (as applicable) is dissolved or is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986.

7.3 In addition to these termination rights, the Service Provider may terminate this Agreement immediately on notice at any time, without cause, and give a full refund to You for any Services purchased but not supplied as at the date of termination.

7.4 On termination of this Agreement for whatever reason, You and Your Client (as applicable), shall:

7.4.1 as soon as reasonably practicable delete all electronic copies and destroy all physical copies of any Output Data in its possession or control;

7.4.2 return to the Service Provider all assets which the Service Provider has provided for the purposes of this Agreement including without limitation the Software and the Documentation and any other materials provided by the Service Provider relating to the Services (and all copies thereof); and

7.4.3 upon request from the Service Provider, provide the Service Provider with a certificate of compliance with the provisions of this Clause signed by a duly authorised officer.

7.4.4 Termination is without prejudice to any antecedent breach or to any continuing obligation.

## **8. LIABILITY**

8.1 You shall inspect the Output Data within 2 working days of supply. Any claim by the You or Your Client (as applicable) which is based on any defect or failure of the Output Data to correspond with the Services shall be notified to the Service Provider within 3 working days of supply. If You do not notify the Service Provider accordingly, the Service Provider shall have no liability for such defect or failure. Where any valid claim in respect of any of the Output Data which is based on any defect or failure of the Output Data to meet the Services is notified to the Service Provider in accordance with this Clause, the Service Provider may remedy the defect or failure in the Output Data (or the part in question) free of charge or, at the Service Provider's sole discretion, refund to You the charges paid by You to the Service Provider in respect of the Output Data (or a proportionate part of such charges), but the Service Provider shall have no further liability to You or Your Client (as applicable).

8.2 You acknowledge (i) that certain elements of the Output Data are supplied to the Service Provider by third parties over whom the Service Provider has no control and (ii) that where Output Data or information is transferred over the Internet it may be subject to interference by third parties. Therefore, subject always to the Service Provider's obligation under Clause 2.1, the Service Provider can give no warranties as to the accuracy of the Output Data.

8.3 The Service Provider makes no warranties representations as to the suitability of the Output Data for any particular purposes. You are responsible for satisfying Yourself that the Output Data is suitable for any use to which You or Your Client (as applicable) wishes to put the Output Data.

8.4 The Service Provider shall have no liability to You or Your Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Data and Output Data or instructions supplied by Your which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of You or Your Client (as applicable).

- 8.5 You acknowledge that where the Site contains a link to another third party web site, the Service Provider is not liable for the nature or content of that other web site nor for the accuracy of the material contained within that other web site as such web sites are outside the Service Provider's control.
- 8.6 The Service Provider advises that neither You nor Your Client (as applicable) should use the Services as the sole basis for any business decision and the Service Provider shall not be liable for any losses suffered as a result of the You or Your Client (as applicable) doing so. You and Your Client (as applicable) accept and agree that the Service Provider does not warrant any decisions taken by You and/or Your Client (as applicable) as a result of the Output Data to any extent whatsoever.
- 8.7 The Service Provider shall not be liable for any: indirect or consequential loss or damage arising out of or in connection with this Agreement or its subject matter or; loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption or increase in bad debt arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence, breach of statutory duty or otherwise) and even if the Service Provider had notice of the possibility of such loss.
- 8.8 The entire aggregate liability of the Service Provider in respect of all claims arising out of or in connection with this Agreement or its subject matter arising in contract, tort (including negligence, breach of statutory duty or otherwise) in any Year shall not exceed an amount equal to the sums received by the Service Provider from the Client under this Agreement during that Year or £150 (whichever is the greater).
- 8.9 Notwithstanding any other term of this Agreement, the Service Provider does not limit or exclude liability for death or personal injury arising from their negligence.
- 8.10 Except as expressly provided in this Agreement, all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.
- 8.11 For the purposes of this Clause 8, the term "Service Provider" includes its independent sub-contractors and suppliers.
- 9. SPECIAL TERMS**
- 9.1 In respect of certain third party provided elements of the Services, the Special Terms shall also apply and accordingly You shall comply with such terms. If any conflict arises between the Special Terms and any other provision of this Agreement, the Special Terms shall prevail. Such Special Terms are detailed in Appendix 1.**
- 10. GENERAL**
- 10.1 No party shall be deemed to be in breach of this Agreement or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that any such delay or non-performance arises from any cause or causes beyond its reasonable control.
- 10.2 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 10.3 All notices shall be given in writing to persons at the locations specified in this Agreement or, if not specified, to its registered office or chief trading address. Notices sent by post shall be deemed to be delivered 72 hours after posting.
- 10.4 The Service Provider may, at any time by giving written notice to You amend or vary this Agreement and such amended or varied Agreement shall apply to the provision of the Services after the date of such notice. Except as aforesaid, no variation of this Agreement or any of the documents referred to in it will be valid unless it is in writing and signed by or on behalf of each of the parties.
- 10.5 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 10.6 If any provision of this Agreement or any of the documents referred to in it is judged to be illegal or unenforceable, the continuation in full force and legal effect of the remainder of the provisions will not be prejudiced.
- 10.7 Save as provided in this Agreement, You may not sub-licence, assign or transfer in any way any of Your rights, liabilities and/or obligations under this Agreement on to any third party without the prior written consent of the Service Provider.
- 10.8 You understand that the Service Provider and its licensors reserve the right, subject to giving reasonable prior notice, to audit for compliance with the terms of this Agreement. Such right of audit shall include (without limitation) the right to audit any relevant database or computer files maintained by You, Your Agent and Client (as applicable) to ensure that the use of the Output Data by You, Your Agent and/or Your Client (as applicable) complies with the provisions of this Agreement. You, Your Agent and Your Client (as applicable) shall allow access during normal working hours and to all relevant records to allow for such audit to be performed.
- 10.9 This Agreement is governed by English Law and You agree to submit to the exclusive jurisdiction of the English Courts.
- 10.10 Save in respect of the third party licensors the subject of the Special Terms (who, for the avoidance of doubt, shall be entitled to enforce such Special Terms), a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, any of the terms of this

Agreement may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.

## APPENDIX 1: SPECIAL TERMS

**This Appendix 1 contains Special Terms relating to the following third party provided elements of the Services:**

- **Royal Mail: NCOA (National Change of Address) Update Database**
- **Royal Mail: NCOA (National Change of Address) Suppress Database**
- **British Telecommunications Plc: Operator Services Information System: Directory Information Licence Conditions**

### **Royal Mail: NCOA (National Change of Address) Update Database**

- A. Where Input Data is run against, or the Output Data contains, data, or data derived from Royal Mail National Change of Address Update database ("NCOA Update Database"), licensed to the Service Provider by the Royal Mail Group Limited ("**Royal Mail**"), then You and Your Client (where applicable) agree to be bound by these Special Terms, and in particular where You are an Agent You shall ensure that Your Client's use is in accordance with such terms. For the avoidance of doubt, where You are using the Services for Yourself and not a Client, then the "End User Licence" set out below shall apply and where You are an Agent, the "Data Processor Licence" set out below shall apply and You as the Agent shall ensure that Your Client's use is subject to, and that Your Client shall comply with, the terms of such "Data Processor Licence".
- B. The following organisations, and types of organisation, are prohibited from using, or registering to use the elements of the Services utilising the NCOA Update Database : Police forces; HMRC (Customs & Excise, Inland Revenue); the intelligence services (for example the Security Service, the Secret Intelligence Service and Government communications HQ); Scottish Crime and Drug Enforcement Agency; Financial Services Authority; Gangmasters Licensing Authority; Gambling Commission; Information Commissioner; Serious Fraud Office; Criminal Cases Review Commission; Scottish Criminal Cases Review Commission; Civil Nuclear Constabulary; Office of the Police Ombudsman for Northern Ireland; Independent Police Complaints Commission; Credit Reference Agencies for the purpose of credit referencing; Serious Organised Crime Agency; Home Office; Fraud Investigators; debt collection agencies; Force comprising the special constables appointed under section 79 of the Harbours, Docks and Piers Clauses Act 1847 on the nomination of the Dover Harbour Board; Force comprising the constables appointed under Article 3 of the Mersey Docks and Harbour (Police) Order 1975 on the nomination of the Mersey Docks and Harbour Company; Food Standards Agency; Health and Safety Executive and any other organisation which a typical "Redirection Customer" would not expect or desire to have access to their "Redirection Information" and "New Address" (such terms as defined in the End User Licence and Data Processor Licence set out below). Accordingly, You and Your Client (where applicable) shall not use or register to use or resell Services which utilise the NCOA Update Database if You or Your Client (where applicable) are any of the above organisations or types of organisation.
- C. Where you or your Client are a Public Body which does not fall within the type of organisations listed in B above You or Your client (as applicable) must not use or register to use or resell the Services which utilise the NCOA Update Database without the prior written specific authorisation of the Service Provider.

Royal Mail shall be entitled to enforce the provisions of these Special Terms against You and/or Your Client (as applicable) pursuant to the Contracts (Rights of Third Parties) Act 1999.

### END USER LICENCE

**WARNING: Under no circumstances will Royal Mail authorise the supply of Redirection Information to an End User prior to the Licensed Reseller having obtained the End User's acceptance of the terms of this Licence.**

#### RECITALS:

- A. Royal Mail provides the Redirection Service to Redirection Customers who wish to have mail addressed to them forwarded to a new address. To apply for this service, Redirection Customers complete the Redirection Form, including their Redirection Information. Alternatively, similar details will be provided to Royal Mail when a Redirection Customer orders the service over the telephone or online. Royal Mail then inputs Redirection Information onto a computerised database.
- B. Royal Mail licenses the Licensed Reseller to use the NCOA Update Database to update the addresses contained in the Customer Databases of End Users authorised by Royal Mail.
- C. The End User has requested that the Licensed Reseller provide the Services in order to update the End User's customers' records contained in the Customer Database. The use of the Redirection Information is conditional upon the End User accepting the terms of this Licence with Royal Mail.

#### AGREEMENT:

1. **Definitions and Interpretation**

1.1 In this Licence, where the context allows, the following words and expressions have the following meanings:

**“Agreement”** Royal Mail’s agreement with the Licensed Reseller under the terms of which Royal Mail licenses the Licensed Reseller to use the NCOA Update Database for the provision of the Services;

**“Batch Processing”** the automated electronic processing of a batch of Customer Records in a Customer Database against Redirection Information in the NCOA Update Database for the purpose of identifying Matches;

**“Commencement Date”** either: (i) the date on which this Licence is signed by both of the Parties in hard copy form; or (ii) where the Licensed Reseller permits the End User to enter into this Licence other than by signature of a paper version of this Licence, the date on which both Parties have confirmed their acceptance of the terms of this Licence in writing;

**“Confidential Information”** any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Redirection Information, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either Party;

**“Customer Database”** an electronic compilation of Customer Records;

**“Customer Record”** the name and address of a current or lapsed customer or Enquirer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration and where the End User is a Public Body, such references to “customers” shall be deemed to mean any individuals over whom such Public Body has or exercises competence under its statutory powers or duties;

**“Data Protection Requirements”** the DPA, Directive 95/46/EC of the European Parliament, the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

**“DPA”** the Data Protection Act 1998;

**“EEA”** the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein;

**“Enquirer”** an individual or a company who or which has enquired with the End User about a service or product of the End User and/or has responded to an offer or invitation from the End User regarding information relating to such service or product;

**“Intellectual Property Rights”** all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

**“Law”** means:

- (i) any applicable statute or proclamation or any delegated or subordinate legislation;
- (ii) any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;
- (iii) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
- (iv) any applicable judgment of a relevant court of law which is binding precedent in England, in each case in force at any time during the term of this Licence;

**“Licence”** this licence between the Parties;

**“Licensed Reseller”** the Licensed Reseller of Royal Mail providing Services to the End User;

**“Match”** a tracking match where through Batch Processing, a name and address contained in the Customer Database is matched to the Old Address in the Redirection Information;

**“NCOA Update Database”** a database containing Redirection Information selected, arranged and compiled by Royal Mail using data from the Redirection Forms completed by Redirection Customers and stored on electronic media and including any updates to it;

**“New Address”** the address specified by a Redirection Customer as that to which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail’s postal purposes and in respect of which permission is granted by the Redirection Customer for Royal Mail to use such information for the purposes of updating address information;

**"Old Address"** the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes;

**"Party"** the End User or Royal Mail, as applicable (together, the "Parties");

**"Permitted Purpose"** updating existing Customer Records through Matches pursuant to Batch Processing;

**"Public Body"** any department, office or agency of Her Majesty's Government or any local government authority or agency or any other public authority;

**"Redirection Customer"** a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant New Address pursuant to such service;

**"Redirection Form"** the application form for individuals who wish to use the Redirection Service;

**"Redirection Information"** in relation to each Redirection Customer, their name, Old Address and New Address extracted from the relevant Redirection Form;

**"Redirection Service"** Royal Mail's service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their New Address;

**"RIPA"** the Regulation of Investigatory Powers Act 2000;

**"Royal Mail"** Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ;

**"Services"** the address updating service which shall be provided by the Licensed Reseller to End Users in accordance with the Agreement, pursuant to which the Licensed Reseller: carries out Batch Processing and, in the event of a Match, updates the name and address records which appear in Customer Databases and which match records of Redirection Customers by either: (i) replacing the Old Address of the existing customer or Enquirer of the End User which forms part of the relevant Customer Record with the relevant New Address; or (ii) appending the relevant New Address to that Old Address in the Customer Record;

**"Working Day"** any day which is not a Saturday, a Sunday or a bank or public holiday in England.

1.2 In this Licence unless the context otherwise requires:

- (i) references to one gender include references to all genders and references to the singular include the plural and vice versa;
- (ii) clause headings are for convenience only and will not affect the construction of this Licence;
- (iii) any reference to an enactment or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;
- (iv) references to "persons" shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (v) any phrase introduced by the expressions "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (vi) references in this Licence to the "NCOA Update Database" shall be deemed to include Redirection Information or any part of it, as the context so requires.

## 2. Licence

- 2.1 In consideration of the End User complying with the terms of this Licence, Royal Mail grants to the End User a non-exclusive, non-transferable right in the EEA to access and use the Redirection Information received as part of the Services for the Permitted Purpose, from the Commencement Date until this Licence is terminated. The End User shall in no circumstances use the Redirection Information for the purpose of detecting fraud or money laundering.
- 2.2 The End User warrants and undertakes to ensure that any Customer Database (in respect of which the Services are being provided) is owned or licensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User's knowledge prior to Batch Processing.
- 2.3 Except as expressly permitted in this Licence, the End User must not at any time reproduce, publish, sell, let, lend, extract, utilise, process or otherwise disclose or part with possession of the Redirection Information or the Customer Database after Batch Processing (in whole or in part), either directly or indirectly, and the End User must treat Redirection Information as Confidential Information.

- 2.4 The End User may only use the Redirection Information for the Permitted Purpose. For the avoidance of doubt, the End User must:
- (a) ensure that Redirection Information supplied by way of a Match is immediately integrated into the Customer Records;
  - (b) not create a list, compilation or database of Matches or matched Customer Records following Batch Processing, or in any way separate out the Customer Records that have been matched with Matches; and
  - (c) not try to access, extract, utilise or process Redirection Information except through Batch Processing and not carry out any means of looking up Redirection Information concerning a specific individual.

2.5 The End User must pay the Licensed Reseller for all Matches it obtains through the Services.

2.6 The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of this Licence by the End User.

2.7 In the case that the End User is a Public Body, the End User acknowledges that Services shall not include the use of the NCOA Update Database or the provision of the Redirection Information in any circumstances in which it is envisaged under Chapter II of RIPA that a notice would be issued by or on behalf of the End User under and in accordance with section 22 of that Act requiring the disclosure of the relevant Redirection Information (taking into account the Code of Practice on Acquisition and Disclosure of Communications Data issued pursuant to section 71 of that Act).

2.8 In the case that the End User is a Public Body, the End User agrees that it does not require the provision of any Redirection Information such that it is envisaged under Chapter II of the RIPA that a notice will be issued under section 22 of that Act requiring the disclosure of the relevant Redirection Information for any purpose and the End User undertakes that if it shall require any Redirection Information as so envisaged under RIPA, it will use and apply the notice procedure provided for in section 22 of that Act to obtain such Redirection Information.

### **3. Liability of Royal Mail**

3.1 The End User acknowledges that Royal Mail does not warrant:

- (a) the accuracy and/or completeness of the Redirection Information;
- (b) that the NCOA Update Database contains the names and addresses of all Redirection Customers; nor
- (c) that the NCOA Update Database does not infringe the Intellectual Property Rights of any third party.

3.2 The End User agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the End User, or performance of, Redirection Information, with the exception of death or personal injury caused by Royal Mail's negligence.

3.3 The End User acknowledges that Royal Mail will not be liable to the End User in respect of the Services.

3.4 The End User acknowledges that Royal Mail will not be obliged in any circumstances to provide Redirection Information or related services directly to the End User.

### **4. Property Rights in Redirection Information**

4.1 Royal Mail represents that it is entitled to enter into this Licence and that there are no known encumbrances on the Intellectual Property Rights in Redirection Information and any list or compilation of Redirection Information. The Intellectual Property Rights in Redirection Information supplied to the End User as part of the provision of the Services shall remain at all times the property of Royal Mail.

4.2 The licence to use the Redirection Information is personal to the End User. The End User may not license or assign the Intellectual Property Rights in the Redirection Information except as expressly permitted under this Licence or as otherwise agreed in writing by Royal Mail. For the avoidance of doubt, this Licence does not operate as an assignment by Royal Mail to the End User of any Intellectual Property Rights that might subsist in or relate to the Redirection Information.

4.3 The End User acknowledges that it will not acquire any rights of any nature in or in relation to the Redirection Information as a result of the End User's use beyond those rights specifically granted in this Licence. If the End User challenges the validity of the Intellectual Property Rights in or relating to the Redirection Information or Royal Mail's title to those Intellectual Property Rights Royal Mail may suspend or terminate this Licence with immediate effect by giving notice to the End User.

4.4 The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Redirection Information and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Redirection Information.

4.5 The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Redirection Information or any other of the Intellectual Property Rights of Royal Mail.

4.6 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the End User shall co-operate fully in any such action. The End User is not granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separate right that it may have as far as such a disclaimer is permitted by Law.



4.7 Upon termination of this Licence, the licence in Clause 2 shall continue in respect of Redirection Information that has been supplied to the End User through the Licensed Reseller's performance of the Services and incorporated into the End User's Customer Database as at the date of termination provided that the End User continues to use such Redirection Information for the Permitted Purpose and in accordance with the limits on use of Redirection Information contained in this Licence which shall continue to operate in respect of such Redirection Information after the termination of this Licence.

4.8 The provisions of this Clause will continue to operate after the termination of this Licence.

## **5. Data Protection**

5.1 The Parties' attention is drawn to the Data Protection Requirements. The End User acknowledges that Royal Mail is the data controller in respect of any personal data contained in the Redirection Information. Royal Mail acknowledges that the End User is the data controller in respect of any personal data contained in the Customer Database.

5.2 The End User acknowledges that the terms of this Licence are structured in order to comply with the Data Protection Requirements. The End User undertakes that it will use the Redirection Information only in accordance with the Permitted Purpose and will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Requirements.

5.3 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the performance of this Licence.

5.4 In processing personal data, the End User shall at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

5.5 The End User agrees to comply with the Data Protection Requirements as they apply to its use of Redirection Information (including compliance with any data protection notices and opt out wording on the Redirections Form as amended from time to time by Royal Mail) and to make any notification required under the DPA.

5.6 The End User must not disclose, pass or sell all or part of the Redirection Information outside the EEA without the prior written consent of Royal Mail.

## **6. Assignment**

The End User must not assign, sub-contract or otherwise deal with this Licence, or any part of it.

## **7. Termination**

7.1 If the Agreement expires or is terminated for any reason, this Licence will automatically be terminated.

7.2 Royal Mail may terminate this Licence at any time if the End User fails to comply with any of its terms.

7.3 Royal Mail may terminate this Licence immediately if the End User brings Royal Mail into disrepute.

7.4 Royal Mail may terminate this Licence immediately if the End User becomes unable to pay its debts (within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent; or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the End User; or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the End User and/or over all or any part of the assets of the End User; or (iv) the End User enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction.

7.5 The termination of this Licence will not affect liability for preceding breaches.

## **8. Confidentiality**

8.1 The End User agrees that it shall, in relation to any Confidential Information:

(a) keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;

(b) not copy or reproduce any part of the Confidential Information except as permitted under this Licence without the prior written approval of the other Party;

(c) apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and

(d) use the Confidential Information only for the purposes of this Licence.

- 8.2 The End User shall take all reasonable measures to ensure that its professional advisers, employees, agents and sub-contractors comply with the terms of this Clause 8.
- 8.3 The obligations contained in this Clause 8 shall not apply to any Confidential Information which:
- (a) was, is or has become lawfully available to the public otherwise than through breach of this Licence;
  - (b) was disclosed to either Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and
  - (c) was independently created by or already in the possession of either Party.
- 8.4 The Parties agree that Clause 8.3(a) shall not apply to any Redirection Information.
- 8.5 Either Party who is required by a court of law or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any such law or order of any such Court or regulatory authority may do so, but that Party must, where reasonably practicable, give the other Party not less than seven (7) days' notice of such disclosure.

## 9. General

- 9.1 If a communication relating to redirections is received from or in relation to a Redirection Customer, the End User undertakes to pass it to Royal Mail (to the Royal Mail Data Services Helpdesk at the address set out below) within five (5) Working Days of receipt, and to comply as soon as practicable with any subsequent instruction issued by Royal Mail. Where the communication relates to a request for the suppression or amendment of Redirection Information (for example, where a Redirection Customer has died), the End User must take appropriate action to prevent the disputed information from being used until the matter has been resolved.
- Address: The Ledger Room- Data Services, Doncaster Mail Centre, Doncaster, DN4 5NE
- Email address: datasales@royalmail.com
- Telephone: 0845 600 0098
- 9.2 This Licence records the entire agreement between the Parties and supersedes all earlier agreements and representations by the Parties on the subject matter of the Licence. This Clause does not exclude liability for any fraudulent misrepresentation by either Party.
- 9.3 The rights, powers and remedies provided in this Licence are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.
- 9.4 Nothing in this Licence shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.
- 9.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Licence or by Law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Licence this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 9.6 This Licence is subject to English Law. The Parties agree to submit to the exclusive jurisdiction of the English courts.
- 9.7 In the event that the Licensed Reseller and the End User enter into a separate licence relating to the provision of the Services, the terms of this Licence may not be varied or superseded by, and will prevail over, any such licence.

## DATA PROCESSOR LICENCE

**WARNING: Under no circumstances will Royal Mail authorise the supply of Redirection Information to an End User and a Data Processor prior to the Licensed Reseller having obtained the End User's and the Data Processor's acceptance of the terms of this Licence.**

All notices and enquiries addressed to Royal Mail under this Licence should be sent to:

Royal Mail contact: Royal Mail Data Services Helpdesk

Royal Mail Data Services Helpdesk

Address: The Ledger Room- Data Services, Doncaster Mail Centre, Doncaster, DN4 5NE

Email address: datasales@royalmail.com

Telephone: 0845 600 0098

## RECITALS:

- A. Royal Mail provides the Redirection Service to Redirection Customers who wish to have mail addressed to them forwarded to a new address. To apply for this service, Redirection Customers complete the Redirection Form, including their Redirection Information. Alternatively, similar details will be provided to Royal Mail when a Redirection Customer orders the service over the telephone or online. Royal Mail then inputs Redirection Information onto a computerised database.
- B. Royal Mail licenses the Licensed Reseller to use the NCOA Update Database to update the addresses contained in the Customer Databases of End Users authorised by Royal Mail.
- C. The Data Processor is an agent or intermediary of the End User who is appointed by and acting on the instructions of the End User to receive the Services on its behalf. The Data Processor and/or End User and Licensed Reseller have entered into an agreement for the receipt of such Services.
- D. The Data Processor has requested that the Licensed Reseller provides it with the Services in order to update the End User's customers' records contained in the Customer Database. The use of the Redirection Information is conditional upon the End User and the Data Processor accepting the terms of this Licence with Royal Mail.

## AGREEMENT:

### 1. Definitions and Interpretation

- 1.1 In this Licence, where the context allows, the following words and expressions have the following meanings:

**"Agreement"** means Royal Mail's agreement with the Licensed Reseller under the terms of which Royal Mail licenses the Licensed Reseller to use the NCOA Update Database for the provision of the Services;

**"Batch Processing"** means the automated electronic processing of a batch of Customer Records in a Customer Database against the Redirection Information in the NCOA Update Database for the purpose of identifying Matches;

**"Commencement Date"** means either: (i) the date on which this Licence is signed by all of the Parties in hard copy form; or (ii) where the Licensed Reseller permits the End User and Data Processor to enter into this Licence other than by signature of a paper version of this Licence, the date on which all of the Parties have confirmed their acceptance of the terms of this Licence in writing;

**"Confidential Information"** means any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Redirection Information, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of a Party;

**"Customer Database"** means an electronic compilation of Customer Records;

**"Customer Record"** means the name and address of a current or lapsed customer or Enquirer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration and where the End User is a Public Body, such references to "customers" shall be deemed to mean any individuals over whom such Public Body has or exercises competence under its statutory powers or duties;

**"Data Protection Requirements"** means the DPA, Directive 95/46/EC of the European Parliament the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

**"DPA"** means the Data Protection Act 1998;

**"EEA"** means the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein;

**"Enquirer"** means an individual or a company who or which has enquired with the End User about a service or product of the End User and/or has responded to an offer or invitation from the End User regarding information relating to such service or product;

**"Intellectual Property Rights"** means all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

**"Law"** means:

- (i) any applicable statute or proclamation or any delegated or subordinate legislation;
- (ii) any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;

- (iii) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
- (iv) any applicable judgment of a relevant court of law which is binding precedent in England, in each case in force at any time during the term of this Licence;

**“Licence”** means this licence between the Parties;

**“Licensed Reseller”** means the Licensed Reseller of Royal Mail providing Services to the Data Processor and End User;

**“Match”** means a tracking Match where through Batch Processing a name and address contained in the Customer Database is matched to the Old Address in the Redirection Information;

**“NCOA Update Database”** means a database containing Redirection Information selected, arranged and compiled by Royal Mail using data from the Redirection Forms completed by Redirection Customers and stored on electronic media and including any updates to it;

**“New Address”** means the address specified by a Redirection Customer as that to which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail’s postal purposes and in respect of which permission is granted by the Redirection Customer for Royal Mail to use such information for the purposes of updating address information;

**“Old Address”** means the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail’s postal purposes;

**“Party”** means the Data Processor, the End User or Royal Mail, as applicable (together, the “Parties”);

**“Permitted Purpose”** means updating existing Customer Records through Matches pursuant to Batch Processing;

**“Public Body”** means any department, office or agency of Her Majesty’s Government or any local government authority or agency or any other public authority;

**“Redirection Customer”** means a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant New Address pursuant to such service;

**“Redirection Form”** means the application form for individuals who wish to use the Redirection Service;

**“Redirection Information”** means in relation to each Redirection Customer, their name, Old Address and New Address extracted from the relevant Redirection Form;

**“Redirection Service”** means Royal Mail’s service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their New Address;

**“RIPA”** means the Regulation of Investigatory Powers Act 2000;

**“Royal Mail”** means Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ;

**“Services”** means the address updating service which shall be provided by the Licensed Reseller to End Users and Data Processors in accordance with the Agreement, pursuant to which the Licensed Reseller carries out Batch Processing and, in the event of a Match, updates the name and address records which appear in Customer Databases and which match records of Redirection Customers by either: (i) replacing the Old Address of the existing customer or Enquirer of the End User which forms part of the relevant Customer Record with the relevant New Address; or (ii) appending the relevant New Address to that Old Address in the Customer Record;

**“Working Day”** means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

1.2 In this Licence unless the context otherwise requires:

- (i) references to one gender include references to all genders and references to the singular include the plural and vice versa;
- (ii) clause headings are for convenience only and will not affect the construction of this Licence;
- (iii) any reference to an enactment or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;
- (iv) references to “persons” shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

- (v) any phrase introduced by the expressions "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (vi) references in this Licence to the "NCOA Update Database" shall be deemed to include Redirection Information or any part of it, as the context so requires.

## **2. Licence**

- 2.1 In consideration of the End User and the Data Processor complying with the terms of this Licence, Royal Mail grants to each of the End User and the Data Processor a non-exclusive, non-transferable right in the EEA to use the Redirection Information received as part of the Services for the Permitted Purpose, from the Commencement Date until this Licence is terminated. The End User and the Data Processor shall in no circumstances use the Redirection Information for the purpose of detecting fraud or money laundering.
- 2.2 The End User and Data Processor warrant and undertake to ensure that any Customer Database (in respect of which the Services are being provided) is owned or licensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User's knowledge prior to Batch Processing.
- 2.3 Except as expressly permitted in this Licence, the End User and the Data Processor must not at any time reproduce, publish, sell, let, lend, extract, utilise, process or otherwise disclose or part with possession of the Redirection Information or the Customer Database after Batch Processing (in part or in whole) either directly or indirectly, and the End User and the Data Processor must treat Redirection Information as Confidential Information.
- 2.4 The End User and the Data Processor may only use the Redirection Information for the Permitted Purpose. For the avoidance of doubt, the End User and the Data Processor must:
  - (a) ensure that Redirection Information supplied by way of a Match is immediately integrated into the Customer Records;
  - (b) not create a list, compilation or database of Matches or matched Customer Records following Batch Processing, or in any way separate out the Customer Records that have been matched with Matches; and
  - (c) not try to access, extract, utilise or process Redirection Information except through Batch Processing and not carry out any means of looking up Redirection Information concerning a specific individual.
- 2.5 The Data Processor must pay the Licensed Reseller for all Matches it obtains through the Services.
- 2.6 The End User and Data Processor agree to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of this Licence by the End User and/or Data Processor.
- 2.7 In the case that the End User is a Public Body, the End User and Data Processor acknowledge that the Services shall not include the use of the NCOA Update Database or the provision of the Redirection Information in any circumstances in which it is envisaged under Chapter II of RIPA that a notice would be issued by or on behalf of the End User under and in accordance with section 22 of that Act requiring the disclosure of the relevant Redirection Information (taking into account the Code of Practice on Acquisition and Disclosure of Communications Data issued pursuant to section 71 of that Act).
- 2.8 In the case that the End User is a Public Body, the End User and Data Processor acknowledge that they do not require the provision of any Redirection Information such that it is envisaged under Chapter II of the RIPA that a notice will be issued under section 22 of that Act requiring the disclosure of the relevant Redirection Information for any purpose, and each of the End User and Data Processor undertakes that if it shall require any Redirection Information as so envisaged under RIPA, it will use and apply the notice procedure provided for in section 22 of that Act to obtain such Redirection Information.

## **3. Liability of Royal Mail**

- 3.1 The End User and the Data Processor acknowledge that Royal Mail does not warrant:
  - (a) the accuracy and/or completeness of the Redirection Information;
  - (b) that the NCOA Update Database contains the names and addresses of all Redirection Customers; nor
  - (c) that the NCOA Update Database does not infringe the Intellectual Property Rights of any third party.
- 3.2 The End User and the Data Processor agree that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the End User or the Data Processor, or performance of, Redirection Information, with the exception of death or personal injury caused by Royal Mail's negligence.
- 3.3 The End User and the Data Processor acknowledge that Royal Mail will not be liable to the End User or the Data Processor in respect of the Services.
- 3.4 The End User and the Data Processor acknowledge that Royal Mail will not be obliged in any circumstances to provide Redirection Information or

related services directly to the End User or the Data Processor.

#### **4. Property Rights in Redirection Information**

- 4.1 Royal Mail represents that it is entitled to enter into this Licence and that there are no known encumbrances on the Intellectual Property Rights in Redirection Information and any list or compilation of Redirection Information. The Intellectual Property Rights in Redirection Information supplied to the End User or the Data Processor as part of the provision of the Services shall remain at all times the property of Royal Mail.
- 4.2 The licence to use the Redirection Information is personal to the End User and the Data Processor. The End User and the Data Processor may not license or assign the Intellectual Property Rights in the Redirection Information except as expressly permitted under this Licence or as otherwise agreed in writing by Royal Mail. For the avoidance of doubt, this Licence does not operate as an assignment by Royal Mail to the End User or the Data Processor of any Intellectual Property Rights that might subsist in or relate to the Redirection Information.
- 4.3 Each of the End User and the Data Processor acknowledges that it will not acquire any rights of any nature in or in relation to the Redirection Information as a result of the End User's or the Data Processor's use beyond those rights specifically granted in this Licence. If the End User or the Data Processor challenges the validity of the Intellectual Property Rights in or relating to the Redirection Information or Royal Mail's title to those Intellectual Property Rights Royal Mail may suspend or terminate this Licence with immediate effect by giving notice to the End User and the Data Processor.
- 4.4 Neither of the End User nor the Data Processor shall do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Redirection Information and will give immediate notice to Royal Mail upon the End User or the Data Processor becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Redirection Information.
- 4.5 Each of the End User and the Data Processor undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Redirection Information or any other of the Intellectual Property Rights of Royal Mail.
- 4.6 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the End User and the Data Processor shall co-operate fully in any such action. Neither the End User nor the Data Processor is granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and each of the End User and the Data Processor disclaims any such separate right that it may have as far as such a disclaimer is permitted by Law.
- 4.7 Upon termination of this Licence, the licence in Clause 2 shall continue in respect of Redirection Information that has been supplied to the End User or the Data Processor through the Licensed Reseller's performance of the Services and incorporated into the Customer Database as at the date of termination provided that the End User continues to use such Redirection Information in accordance with the limits on use of Redirection Information contained in this Licence, which shall continue to operate in respect of such Redirection Information after the termination of this Licence.
- 4.8 The provisions of this Clause will continue to operate after the termination of this Licence.

#### **5. Data Protection**

- 5.1 The Parties' attention is drawn to the Data Protection Requirements. Each of the End User and the Data Processor acknowledges that Royal Mail is the data controller in respect of any personal data contained in the Redirection Information. Royal Mail acknowledges that the End User is the data controller in respect of any personal data contained in the Customer Database. The Data Processor acknowledges and warrants that it is appointed by and acting on the instructions of the End User.
- 5.2 Each of the End User and the Data Processor acknowledges that the terms of this Licence are structured in order to comply with the Data Protection Requirements. Each of the End User and the Data Processor undertakes that it will use the Redirection Information only in accordance with the Permitted Purpose and will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Requirements.
- 5.3 Each Party undertakes to the other Parties that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the performance of this Licence.
- 5.4 In processing personal data, the End User and the Data Processor shall at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 5.5 Each of the End User and the Data Processor agrees to comply with the Data Protection Requirements as they apply to its use of Redirection Information (including compliance with any data protection notices and opt out wording on the Redirections Form as amended from time to time by Royal Mail), and to make any notification required under the DPA.
- 5.6 The End User and the Data Processor must not disclose, pass or sell all or part of the Redirection Information outside the EEA without the prior written consent of Royal Mail.

#### **6. Assignment**

The End User and the Data Processor must not assign, sub-contract or otherwise deal with this Licence, or any part of it.

#### **7. Termination**

- 7.1 If the Agreement expires or is terminated for any reason, this Licence will automatically be terminated.

- 7.2 Royal Mail may terminate this Licence at any time if the End User or the Data Processor fails to comply with any of its terms.
- 7.3 Royal Mail may terminate this Licence immediately if the End User or the Data Processor brings Royal Mail into disrepute.
- 7.4 Royal Mail may terminate this Licence immediately if the End User or the Data Processor becomes unable to pay its debts (within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent; or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the End User or the Data Processor; or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the End User or the Data Processor and/or over all or any part of the assets of the End User or the Data Processor; or (iv) the End User or the Data Processor enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction.
- 7.5 The termination of this Licence will not affect liability for preceding breaches.

## **8. Confidentiality**

- 8.1 Each of the End User and the Data Processor agrees that it shall, in relation to any Confidential Information:
- (a) keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;
  - (b) not copy or reproduce any part of the Confidential Information except as permitted under this Licence without the prior written approval of the other Party;
  - (c) apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and
  - (d) use the Confidential Information only for the purposes of this Licence.
- 8.2 Each of the End User and the Data Processor shall take all reasonable measures to ensure that its professional advisers, employees, agents and sub-contractors comply with the terms of this Clause 8.
- 8.3 The obligations contained in this Clause 8 shall not apply to any Confidential Information which:
- (a) was, is or has become lawfully available to the public otherwise than through breach of this Licence;
  - (b) was disclosed to a Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and
  - (c) was independently created by or already in the possession of a Party.
- 8.4 The Parties agree that Clause 8.3(a) shall not apply to any Redirection Information.
- 8.5 Any Party who is required by a Court of law or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any such law or order of any such Court or regulatory authority may do so, but that Party must, where reasonably practicable, give the other Parties not less than seven days' notice of such disclosure.

## **9. General**

- 9.1 If the End User or the Data Processor receives a communication relating to redirections from or in relation to a Redirection Customer, the End User or the Data Processor, as the case may be, undertakes to pass it to Royal Mail (to the Royal Mail Data Services Helpdesk at the address set out in the Preface) within five (5) Working Days of receipt, and to comply as soon as practicable with any subsequent instruction issued by Royal Mail. Where the communication relates to a request for the suppression or amendment of Redirection Information (for example, where a Redirection Customer has died), the End User and the Data Processor must take appropriate action to prevent the disputed information from being used until the matter has been resolved.
- 9.2 This Licence records the entire agreement between the Parties and supersedes all earlier agreements and representations by the Parties on the subject matter of the Licence. This Clause does not exclude liability for any fraudulent misrepresentation by a Party.
- 9.3 The rights, powers and remedies provided in this Licence are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.
- 9.4 Nothing in this Licence shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.
- 9.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Licence or by Law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Licence this shall not operate as a waiver of a subsequent breach of

that provision, or as a waiver of a breach of any other provision.

9.6 This Licence is subject to English law. The Parties agree to submit to the exclusive jurisdiction of the English courts.

9.7 In the event that the Licensed Reseller enters into a separate licence relating to the provision of the Services with the End User and/or the Data Processor, the terms of this Licence may not be varied or superseded by, and will prevail over, any such licence.



## Royal Mail: NCOA (National Change of Address) Suppress Database

Where Input Data is run against, or the Output Data contains, data, or data derived from Royal Mail National Change of Address Suppress database, licensed to the Service Provider by the Royal Mail Group Limited (“**Royal Mail**”), then You and Your Client (where applicable) agree to be bound by these Special Terms, and in particular where You are an Agent You shall ensure that Your Client’s use is in accordance with such terms. For the avoidance of doubt, where You are using the Services for Yourself and not a Client, then the “End User Licence” set out below shall apply and where You are an Agent, the “Data Processor Licence” set out below shall apply and You as the Agent shall ensure that Your Client’s use is subject to, and that Your Client shall comply with, the terms of such “Data Processor Licence”.

Royal Mail shall be entitled to enforce the provisions of these Special Terms against You and/or Your Client (as applicable) pursuant to the Contracts (Rights of Third Parties) Act 1999.

### END USER LICENCE

**WARNING: Under no circumstances will Royal Mail authorise the supply of Suppression Data to an End User prior to the Licensed Reseller having obtained the End User’s acceptance of the terms of this Licence.**

#### RECITALS:

- A Royal Mail provides the Redirection Service to Redirection Customers who wish to have mail addressed to them forwarded to a new address. To apply for this service, Redirection Customers complete the Redirection Form, including their Old Address and the new address to which they are moving, in addition to the time period during which they wish the Redirection Service to take place. Alternatively, similar details will be provided to Royal Mail when a Redirection Customer orders the service over the telephone or online.
- B Royal Mail has developed and owns the NCOA Suppress Database using the names and Old Addresses of Redirection Customers once the Redirection Service has expired.
- C Royal Mail licenses the Licensed Reseller to use the NCOA Suppress Database to provide suppression services to End Users.
- D The End User has requested that the Licensed Reseller provide the Services in order to update the End User’s customers’ records contained in the Customer Database. The use of the Suppression Data is conditional upon the End User accepting the terms of this Licence with Royal Mail.

#### AGREEMENT:

##### 1. Definitions and Interpretation

- 1.1 In this Licence, where the context allows, the following words and expressions have the following meanings:

“**Agreement**” means Royal Mail’s agreement with the Licensed Reseller under the terms of which Royal Mail licenses the Licensed Reseller to use the NCOA Suppress Database for the provision of the Services;

“**Batch Processing**” means the automated electronic processing of a batch of Customer Records in a Customer Database against Suppression Data in the NCOA Suppress Database for the purpose of identifying Matches;

“**Commencement Date**” means either: (i) the date on which this Licence is signed by both of the Parties in hard copy form; or (ii) where the Licensed Reseller permits the End User to enter into this Licence other than by signature of a paper version of this Licence, the date on which both Parties have confirmed their acceptance of the terms of this Licence in writing;

“**Confidential Information**” means any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Suppression Data, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either Party;

“**Customer Database**” means an electronic compilation of Customer Records;

“**Customer Record**” means the name and address of a current or lapsed customer or prospective customer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration and where the End User is a Public Body, such references to “customers” shall be deemed to mean any individuals over whom such Public Body has or exercises competence under its statutory powers or duties;

“**Data Protection Requirements**” means the DPA, Directive 95/46/EC of the European Parliament, the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations

implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

“**DPA**” means the Data Protection Act 1998;

“**EEA**” means the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein;

“**Intellectual Property Rights**” means all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

“**Law**” means:

- (i) any applicable statute or proclamation or any delegated or subordinate legislation;
- (ii) any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;
- (iii) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
- (iv) any applicable judgment of a relevant court of law which is binding precedent in England, in each case in force at any time during the term of this Licence;

“**Licence**” means this licence between the Parties;

“**Licensed Reseller**” means the Licensed Reseller of Royal Mail providing Services to the End User;

“**Match**” means each instance where, through Batch Processing a name and address contained in the Customer Database is matched to the name and address contained in the NCOA Suppress Database;

“**NCOA Suppress Database**” means Royal Mail's proprietary database containing Suppression Data selected, arranged and compiled by Royal Mail and stored on electronic media and including any updates to it;

“**Old Address**” means the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes

“**Party**” means the End User or Royal Mail, as applicable (together, the “Parties”);

“**Permitted Purpose**” means suppressing existing Customer Records through Matches pursuant to Batch Processing;

“**Public Body**” means any department, office or agency of Her Majesty's Government or any local government authority or agency or any other public authority;

“**Redirection Customer**” means a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant new address pursuant to such service;

“**Redirection Form**” means the application form for individuals who wish to use the Redirection Service;

“**Redirection Service**” means Royal Mail's service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their new address;

“**Royal Mail**” means Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ;

“**Services**” means the address suppression service which shall be provided by the Licensed Reseller to End Users in accordance with the Agreement, pursuant to which the Licensed Reseller carries out Batch Processing and, in the event of a Match, either: (a) deletes the name and address records which appear in the Customer Records of the relevant existing customer or prospective customer to whom the Match relates, for the purposes of a one-off mailing campaign by the End User; or (b) provides a permanent flag against the address of the relevant existing customer or prospective customer to whom the Match relates;

**"Suppression Data"** means address data held by Royal Mail on the NCOA Suppress Database and updated on a periodic basis which is derived from the Old Address information provided by Redirections Customers on the Redirections Form once the Redirection Service has expired in relation to the relevant Redirection Customer;

**"Working Day"** means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

1.2 In this Licence unless the context otherwise requires:

- (i) references to one gender include references to all genders and references to the singular include the plural and vice versa;
- (ii) clause headings are for convenience only and will not affect the construction of this Licence;
- (iii) any reference to an enactment or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;
- (iv) references to "persons" shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (v) any phrase introduced by the expressions "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (vi) references in this Licence to the "NCOA Suppress Database" shall be deemed to include Suppression Data or any part of it, as the context so requires.

## **2. Licence**

2.1 In consideration of the End User complying with the terms of this Licence, Royal Mail grants to the End User a non-exclusive, non-transferable right in the EEA to access and use the Suppression Data received as part of the Services for the Permitted Purpose, from the Commencement Date until this Licence is terminated in accordance with the terms of this Licence. In no circumstances shall the End User use the Suppression Data for the purpose of detecting fraud or money laundering.

2.2 The End User warrants and undertakes to ensure that any Customer Database (in respect of which the Services are being provided) is owned or licensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User's knowledge prior to Batch Processing.

2.3 Except as expressly permitted in this Licence, the End User must not at any time reproduce, publish, sell, let, lend, extract, utilise, process or otherwise disclose or part with possession of the Suppression Data or the Customer Database after Batch Processing (in whole or in part), either directly or indirectly, and the End User must treat Suppression Data as Confidential Information.

2.4 The End User may only use the Suppression Data for the Permitted Purpose. For the avoidance of doubt, the End User must:

- (a) ensure that Suppression Data supplied by way of a Match is immediately integrated into the Customer Records;
- (b) not create a list, compilation or database of Matches or matched Customer Records following Batch Processing, or in any way separate out the Customer Records that have been matched with Matches; and
- (c) not try to access, extract, utilise or process Suppression Data except through Batch Processing and not carry out any means of looking up Suppression Data concerning a specific individual.

2.5 The End User must pay the Licensed Reseller for all Matches it obtains through the Services.

2.6 The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of this Licence by the End User.

## **3. Liability of Royal Mail**

3.1 The End User acknowledges that Royal Mail does not warrant:

- (a) the accuracy and/or completeness of the Suppression Data; nor
- (b) that the NCOA Suppress Database does not infringe the Intellectual Property Rights of any third party.

3.2 The End User agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the End User, or performance of, Suppression Data, with the exception of death or personal injury caused by Royal Mail's negligence.

3.3 The End User acknowledges that Royal Mail will not be liable to the End User in respect of the Services.

3.4 The End User acknowledges that Royal Mail will not be obliged in any circumstances to provide Suppression Data or related services directly to the End User.

#### **4. Property Rights in Suppression Data**

4.1 Royal Mail represents that it is entitled to enter into this Licence and that there are no known encumbrances on the Intellectual Property Rights in Suppression Data and any list or compilation of Suppression Data. The Intellectual Property Rights in Suppression Data supplied to the End User as part of the provision of the Services shall remain at all times the property of Royal Mail.

4.2 The licence to use the Suppression Data is personal to the End User. The End User may not license or assign the Intellectual Property Rights in the Suppression Data except as expressly permitted under this Licence or as otherwise agreed in writing by Royal Mail. For the avoidance of doubt, this Licence does not operate as an assignment by Royal Mail to the End User of any Intellectual Property Rights that might subsist in or relate to the Suppression Data.

4.3 The End User acknowledges that it will not acquire any rights of any nature in or in relation to the Suppression Data as a result of the End User's use beyond those rights specifically granted in this Licence. If the End User challenges the validity of the Intellectual Property Rights in or relating to the Suppression Data or Royal Mail's title to those Intellectual Property Rights Royal Mail may suspend or terminate this Licence with immediate effect by giving notice to the End User.

4.4 The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Suppression Data and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Suppression Data.

4.5 The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Suppression Data or any other of the Intellectual Property Rights of Royal Mail.

4.6 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the End User shall co-operate fully in any such action. The End User is not granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separate right that it may have as far as such a disclaimer is permitted by Law.

4.7 Upon termination of this Licence, the licence in Clause 2 shall continue in respect of Suppression Data that has been supplied to the End User through the Licensed Reseller's performance of the Services and incorporated into the End User's Customer Database as at the date of termination provided that the End User continues to use such Suppression Data for the Permitted Purpose and in accordance with the limits on use of Suppression Data contained in this Licence which shall continue to operate in respect of such Suppression Data after the termination of this Licence.

4.8 The provisions of this Clause will continue to operate after the termination of this Licence.

#### **5. Data Protection**

5.1 The Parties' attention is drawn to the Data Protection Requirements. The End User acknowledges that Royal Mail is the data controller in respect of any personal data contained in the Suppression Data. Royal Mail acknowledges that the End User is the data controller in respect of any personal data contained in the Customer Database.

5.2 The End User acknowledges that the terms of this Licence are structured in order to comply with the Data Protection Requirements. The End User undertakes that it will use the Suppression Data only in accordance with the Permitted Purpose and will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Requirements.

5.3 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the performance of this Licence.

5.4 In processing personal data, the End User shall at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

5.5 The End User agrees to comply with the Data Protection Requirements as they apply to its use of Suppression Data (including compliance with any data protection notices and opt out wording on the Redirections Form as amended from time to time by Royal Mail) and to make any notification required under the DPA.

5.6 The End User must not disclose, pass or sell all or part of the Suppression Data outside the EEA without the prior written consent of Royal Mail.

#### **6. Assignment**

The End User must not assign, sub-contract or otherwise deal with this Licence, or any part of it.

## **7. Termination**

- 7.1 If the Agreement expires or is terminated for any reason, this Licence will automatically be terminated.
- 7.2 Royal Mail may terminate this Licence at any time if the End User fails to comply with any of its terms.
- 7.3 Royal Mail may terminate this Licence immediately if the End User brings Royal Mail into disrepute.
- 7.4 Royal Mail may terminate this Licence immediately if the End User becomes unable to pay its debts (within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent; or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the End User; or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the End User and/or over all or any part of the assets of the End User; or (iv) the End User enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction.
- 7.5 The termination of this Licence will not affect liability for preceding breaches.

## **8. Confidentiality**

- 8.1 The End User agrees that it shall, in relation to any Confidential Information:
- (a) keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;
  - (b) not copy or reproduce any part of the Confidential Information except as permitted under this Licence without the prior written approval of the other Party;
  - (c) apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and
  - (d) use the Confidential Information only for the purposes of this Licence.
- 8.2 The End User shall take all reasonable measures to ensure that its professional advisers, employees, agents and sub-contractors comply with the terms of this Clause 8.
- 8.3 The obligations contained in this Clause 8 shall not apply to any Confidential Information which:
- (a) was, is or has become lawfully available to the public otherwise than through breach of this Licence;
  - (b) was disclosed to either Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and
  - (c) was independently created by or already in the possession of either Party.
- 8.4 The Parties agree that Clause 8.3(a) shall not apply to any Suppression Data.
- 8.5 Either Party who is required by a court of law or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any such law or order of any such Court or regulatory authority may do so, but that Party must, where reasonably practicable, give the other Party not less than seven (7) days' notice of such disclosure.

## **9. General**

- 9.1 If a communication relating to redirections is received from or in relation to a Redirection Customer, the End User undertakes to pass it to Royal Mail (to the Royal Mail Data Services Helpdesk at the address set out below) within five (5) Working Days of receipt, and to comply as soon as practicable with any subsequent instruction issued by Royal Mail.

Address: The Ledger Room- Data Services, Doncaster Mail Centre, Doncaster, DN4 5NE

Email address: datasales@royalmail.com

Telephone: 0845 600 0098

- 9.2 This Licence records the entire agreement between the Parties and supersedes all earlier agreements and representations by the Parties on the subject matter of the Licence. This Clause does not exclude liability for any fraudulent misrepresentation by either Party.
- 9.3 The rights, powers and remedies provided in this Licence are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.
- 9.4 Nothing in this Licence shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.
- 9.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Licence or by Law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Licence this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 9.6 This Licence is subject to English Law. The Parties agree to submit to the exclusive jurisdiction of the English courts.
- 9.7 In the event that the Licensed Reseller and the End User enter into a separate licence relating to the provision of the Services, the terms of this Licence may not be varied or superseded by, and will prevail over, any such licence.

## DATA PROCESSOR LICENCE

**WARNING: Under no circumstances will Royal Mail authorise the supply of Suppression Data to an End User and a Data Processor prior to the Licensed Reseller having obtained the End User's and the Data Processor's acceptance of the terms of this Licence.**

### RECITALS:

- A. Royal Mail provides the Redirection Service to Redirection Customers who wish to have mail addressed to them forwarded to a new address. To apply for this service, Redirection Customers complete the Redirection Form, including their Old Address and the new address to which they are moving, in addition to the time period during which they wish the Redirection Service to take place. Alternatively, similar details will be provided to Royal Mail when a Redirection Customer orders the service over the telephone or online.
- B. Royal Mail has developed and owns the NCOA Suppress Database using the names and Old Addresses of Redirection Customers once the Redirection Service has expired.
- C. The Data Processor is an agent or intermediary of the End User who is appointed by and acting on the instructions of the End User to receive the Services on its behalf. The Data Processor and/or End User and Licensed Reseller have entered into an agreement for the receipt of such Services.
- D. The Data Processor has requested that the Licensed Reseller provides it with the Services in order to suppress the End User's customers' records contained in the Customer Database. The use of the Suppression Data is conditional upon the End User and the Data Processor accepting the terms of this Licence with Royal Mail.

### AGREEMENT:

#### 1. Definitions and Interpretation

- 1.1 In this Licence, where the context allows, the following words and expressions have the following meanings:

**"Agreement"** Royal Mail's agreement with the Licensed Reseller under the terms of which Royal Mail licenses the Licensed Reseller to use the NCOA Suppress Database for the provision of the Services;

**"Batch Processing"** the automated electronic processing of a batch of Customer Records in a Customer Database against the Suppression Data in the NCOA Suppress Database for the purpose of identifying Matches;

**"Commencement Date"** either: (i) the date on which this Licence is signed by all of the Parties in hard copy form; or (ii) where the Licensed Reseller permits the End User and Data Processor to enter into this Licence other than by signature of a paper version of this Licence, the date on which all of the Parties have confirmed their acceptance of the terms of this Licence in writing;

**"Confidential Information"** any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Suppression Data, whether before or after it

is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of a Party;

**“Customer Database”** an electronic compilation of Customer Records;

**“Customer Record”** the name and address of a current or lapsed customer or prospective customer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration and where the End User is a Public Body, such references to “customers” shall be deemed to mean any individuals over whom such Public Body has or exercises competence under its statutory powers or duties;

**“Data Protection Requirements”** the DPA, Directive 95/46/EC of the European Parliament the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

**“DPA”** the Data Protection Act 1998;

**“EEA”** the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein;

**“Intellectual Property Rights”** all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

**“Law”** means:

- (i) any applicable statute or proclamation or any delegated or subordinate legislation;
- (ii) any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;
- (iii) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
- (iv) any applicable judgment of a relevant court of law which is binding precedent in England, in each case in force at any time during the term of this Licence;

**“Licence”** this licence between the Parties;

**“Licensed Reseller”** the Licensed Reseller of Royal Mail providing Services to the Data Processor and End User;

**“Match”** each instance where, through Batch Processing, a name and address contained in the Customer Database is matched to the name and address contained in the NCOA Suppress Database;

**“NCOA Suppress Database”** Royal Mail's proprietary database containing Suppression Data selected, arranged and compiled by Royal Mail and stored on electronic media and including any updates to it;

**“Old Address”** the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes

**“Party”** the Data Processor, the End User or Royal Mail, as applicable (together, the “Parties”);

**“Permitted Purpose”** suppressing existing Customer Records through Matches pursuant to Batch Processing;

**“Public Body”** any department, office or agency of Her Majesty's Government or any local government authority or agency or any other public authority;

**“Redirection Customer”** a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant new address pursuant to such service;

**“Redirection Form”** the application form for individuals who wish to use the Redirection Service;

**“Redirection Service”** Royal Mail's service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their new address;

**“Royal Mail”** Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ;

**“Services”** the address suppression service which shall be provided by the Licensed Reseller to Data Processors and End Users in accordance with the Agreement, pursuant to which the Licensed Reseller carries out Batch Processing and, in the event of a Match, either: (a) deletes the name and address records which appear in the Customer Records of the relevant existing customer or prospective customer to whom the Match relates, for the purposes of a one-off mailing campaign by the End User; or (b) provides a permanent flag against the address of the relevant existing customer or prospective customer to whom the Match relates;

**“Suppression Data”** address data held by Royal Mail on the NCOA Suppress Database and updated on a periodic basis, which is derived from the Old Address information provided by Redirections Customers on the Redirections Form once the Redirection Service has expired in relation to such relevant Redirection Customers;

**“Working Day”** any day which is not a Saturday, a Sunday or a bank or public holiday in England.

1.2 In this Licence unless the context otherwise requires:

- (i) references to one gender include references to all genders and references to the singular include the plural and vice versa;
- (ii) clause headings are for convenience only and will not affect the construction of this Licence;
- (iii) any reference to an enactment or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;
- (iv) references to “persons” shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (v) any phrase introduced by the expressions “including”, “include” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (vi) references in this Licence to the “NCOA Suppress Database” shall be deemed to include Suppression Data or any part of it, as the context so requires.

## 2. Licence

- 2.1 In consideration of the End User and the Data Processor complying with the terms of this Licence, Royal Mail grants to each of the End User and the Data Processor a non-exclusive, non-transferable right in the EEA to use the Suppression Data received as part of the Services for the Permitted Purpose, from the Commencement Date until this Licence is terminated. The End User and the Data Processor shall in no circumstances use the Suppression Data for the purpose of detecting fraud or money laundering.
- 2.2 The End User and Data Processor warrant and undertake to ensure that any Customer Database (in respect of which the Services are being provided) is owned or licensed by the End User for the End User’s own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User’s knowledge prior to Batch Processing.
- 2.3 Except as expressly permitted in this Licence, the End User and the Data Processor must not at any time reproduce, publish, sell, let, lend, extract, utilise, process or otherwise disclose or part with possession of the Suppression Data or the Customer Database after Batch Processing (in part or in whole) either directly or indirectly, and the End User and the Data Processor must treat Suppression Data as Confidential Information.
- 2.4 The End User and the Data Processor may only use the Suppression Data for the Permitted Purpose. For the avoidance of doubt, the End User and the Data Processor must:
  - (a) ensure that Suppression Data supplied by way of a Match is immediately integrated into the Customer Records;
  - (b) not create a list, compilation or database of Matches or matched Customer Records following Batch Processing, or in any way separate out the Customer Records that have been matched with Matches; and
  - (c) not try to access, extract, utilise or process Suppression Data except through Batch Processing and not carry out any other means of looking up Suppression Data concerning a specific individual.
- 2.5 The Data Processor must pay the Licensed Reseller for all Matches it obtains through the Services.
- 2.6 The End User and Data Processor agree to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or



incurred by Royal Mail directly or indirectly as a result of a breach of any provision of this Licence by the End User and/or Data Processor.

### **3. Liability of Royal Mail**

3.1 The End User and the Data Processor acknowledge that Royal Mail does not warrant:

- (a) the accuracy and/or completeness of the Suppression Data; nor
- (b) that the NCOA Suppress Database does not infringe the Intellectual Property Rights of any third party.

3.2 The End User and the Data Processor agree that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the End User or the Data Processor, or performance of, Suppression Data, with the exception of death or personal injury caused by Royal Mail's negligence.

3.3 The End User and the Data Processor acknowledge that Royal Mail will not be liable to the End User or the Data Processor in respect of the Services.

3.4 The End User and the Data Processor acknowledge that Royal Mail will not be obliged in any circumstances to provide Suppression Data or related services directly to the End User or the Data Processor.

### **4. Property Rights in Suppression Data**

4.1 Royal Mail represents that it is entitled to enter into this Licence and that there are no known encumbrances on the Intellectual Property Rights in Suppression Data and any list or compilation of Suppression Data. The Intellectual Property Rights in Suppression Data supplied to the End User or the Data Processor as part of the provision of the Services shall remain at all times the property of Royal Mail.

4.2 The licence to use the Suppression Data is personal to the End User and the Data Processor. The End User and the Data Processor may not license or assign the Intellectual Property Rights in the Suppression Data except as expressly permitted under this Licence or as otherwise agreed in writing by Royal Mail. For the avoidance of doubt, this Licence does not operate as an assignment by Royal Mail to the End User or the Data Processor of any Intellectual Property Rights that might subsist in or relate to the Suppression Data.

4.3 Each of the End User and the Data Processor acknowledges that it will not acquire any rights of any nature in or in relation to the Suppression Data as a result of the End User's or the Data Processor's use beyond those rights specifically granted in this Licence. If the End User or the Data Processor challenges the validity of the Intellectual Property Rights in or relating to the Suppression Data or Royal Mail's title to those Intellectual Property Rights Royal Mail may suspend or terminate this Licence with immediate effect by giving notice to the End User and the Data Processor.

4.4 Neither of the End User nor the Data Processor shall do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Suppression Data and will give immediate notice to Royal Mail upon the End User or the Data Processor becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Suppression Data.

4.5 Each of the End User and the Data Processor undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Suppression Data or any other of the Intellectual Property Rights of Royal Mail.

4.6 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the End User and the Data Processor shall co-operate fully in any such action. Neither the End User nor the Data Processor is granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and each of the End User and the Data Processor disclaims any such separate right that it may have as far as such a disclaimer is permitted by Law.

4.7 Upon termination of this Licence, the licence in Clause 2 shall continue in respect of Suppression Data that has been supplied to the End User or the Data Processor through the Licensed Reseller's performance of the Services and incorporated into the Customer Database as at the date of termination provided that the End User continues to use such Suppression Data in accordance with the limits on use of Suppression Data contained in this Licence, which shall continue to operate in respect of such Suppression Data after the termination of this Licence.

4.8 The provisions of this Clause will continue to operate after the termination of this Licence.

### **5. Data Protection**

5.1 The Parties' attention is drawn to the Data Protection Requirements. Each of the End User and the Data Processor acknowledges that Royal Mail is the data controller in respect of any personal data contained in the Suppression Data. Royal Mail acknowledges that the End User is the data controller in respect of any personal data contained in the Customer Database. The Data Processor acknowledges and warrants that it is appointed by and acting on the instructions of the End User.

5.2 Each of the End User and the Data Processor acknowledges that the terms of this Licence are structured in order to comply with the Data Protection Requirements. Each of the End User and the Data Processor undertakes that it will use the Suppression Data only in accordance with the Permitted Purpose and will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Requirements.

- 5.3 Each Party undertakes to the other Parties that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the performance of this Licence.
- 5.4 In processing personal data, the End User and the Data Processor shall at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 5.5 Each of the End User and the Data Processor agrees to comply with the Data Protection Requirements as they apply to its use of Suppression Data (including compliance with any data protection notices and opt out wording on the Redirections Form as amended from time to time by Royal Mail), and to make any notification required under the DPA.
- 5.6 The End User and the Data Processor must not disclose, pass or sell all or part of the Suppression Data outside the EEA without the prior written consent of Royal Mail.

## **6. Assignment**

The End User and the Data Processor must not assign, sub-contract or otherwise deal with this Licence, or any part of it.

## **7. Termination**

- 7.1 If the Agreement expires or is terminated for any reason, this Licence will automatically be terminated.
- 7.2 Royal Mail may terminate this Licence at any time if the End User or the Data Processor fails to comply with any of its terms.
- 7.3 Royal Mail may terminate this Licence immediately if the End User or the Data Processor brings Royal Mail into disrepute.
- 7.4 Royal Mail may terminate this Licence immediately if the End User or the Data Processor becomes unable to pay its debts (within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent; or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the End User or the Data Processor; or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the End User or the Data Processor and/or over all or any part of the assets of the End User or the Data Processor; or (iv) the End User or the Data Processor enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction.
- 7.5 The termination of this Licence will not affect liability for preceding breaches.

## **8. Confidentiality**

- 8.1 Each of the End User and the Data Processor agrees that it shall, in relation to any Confidential Information:
- (a) keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;
  - (b) not copy or reproduce any part of the Confidential Information except as permitted under this Licence without the prior written approval of the other Party;
  - (c) apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and
  - (d) use the Confidential Information only for the purposes of this Licence.
- 8.2 Each of the End User and the Data Processor shall take all reasonable measures to ensure that its professional advisers, employees, agents and sub-contractors comply with the terms of this Clause 8.
- 8.3 The obligations contained in this Clause 8 shall not apply to any Confidential Information which:
- (a) was, is or has become lawfully available to the public otherwise than through breach of this Licence;
  - (b) was disclosed to a Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and
  - (c) was independently created by or already in the possession of a Party.

- 8.4 The Parties agree that Clause 8.3(a) shall not apply to any Suppression Data.
- 8.5 Any Party who is required by a Court of law or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any such law or order of any such Court or regulatory authority may do so, but that Party must, where reasonably practicable, give the other Parties not less than seven days' notice of such disclosure.
- 9. General**
- 9.1 If the End User or the Data Processor receives a communication relating to redirections from or in relation to a Redirection Customer, the End User or the Data Processor, as the case may be, undertakes to pass it to Royal Mail (to the Royal Mail Data Services Helpdesk at the address set out in the Preface) within five (5) Working Days of receipt, and to comply as soon as practicable with any subsequent instruction issued by Royal Mail.
- 9.2 This Licence records the entire agreement between the Parties and supersedes all earlier agreements and representations by the Parties on the subject matter of the Licence. This Clause does not exclude liability for any fraudulent misrepresentation by a Party.
- 9.3 The rights, powers and remedies provided in this Licence are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.
- 9.4 Nothing in this Licence shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.
- 9.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Licence or by Law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Licence this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 9.6 This Licence is subject to English law. The Parties agree to submit to the exclusive jurisdiction of the English courts.
- 9.7 In the event that the Licensed Reseller enters into a separate licence relating to the provision of the Services with the End User and/or the Data Processor, the terms of this Licence may not be varied or superseded by, and will prevail over, any such licence.

## British Telecommunications Plc: Operator Services Information System: Directory Information Licence Conditions

Where Input Data is run against, or the Output Data contains, data, or data derived from data, licensed to the Service Provider by British Telecommunications plc ("BTI"), then You and Your Client (where applicable) agree to be bound by these Special Terms, and in particular where You are an Agent You shall ensure that Your Client's use is in accordance with such terms. BT shall be entitled to enforce the provisions of these Special Terms against You and/or Your Client (as applicable) pursuant to the Contracts (Rights of Third Parties) Act 1999;

In the following terms and conditions any words or phrases with initial capitals shall (unless otherwise indicated) have the same meaning as those words and phrases have in the main body of the applicable Directory Information Licence Agreement.

### 1. The user will at all times comply with the following requirements and the Agent shall procure that the user:

- 1.1 in all its use and processing of and dealings with or relating to the whole or any part of a product or service provided by the Service Provider the information contained therein and any Entry or part thereof supplied under the user agreement comply with all applicable laws, statutes, regulations, orders and codes of practice voluntary or otherwise, including (without limitation) the Data Protection Act;
- 1.2 comply with all reasonable instructions which the Service Provider may give from time to time relating to the use of any product or service provided by the Service Provider which incorporates any (part of any) Entry and of any Entry to which the user is given access under the user agreement;
- 1.3 implement, within a reasonable time of a request to do so by [the Licensee] any action which British Telecommunications plc ("BT") certifies is reasonably necessary to secure compliance with any conditions imposed upon BT under section 45 of the Communications Act 2003, or any continuing licence obligations that may be imposed on BT during the transition period in accordance with Schedule 18 of the Communications Act 2003 and/or any statute, directive, code of practice, regulations, decision or recommendation (whether or not legally binding) which is applicable to the subject matter of this agreement;
- 1.4 use all reasonable endeavours in relation to the security and confidentiality of any Entry or part thereof disclosed to it by the Service Provider to prevent any unauthorised use or disclosure or any part of it;
- 1.5 shall where the Service Provider confirms in writing that it has reasonable grounds to suspect that Entries, the Product, a Database Extract, a Local Use Extract, Amendment Information or any derivative of any of the foregoing is being used or accessed by any person other than in accordance with the Directory Information Licence Agreement co-operate with the Service Provider.

### 2. The user shall not and the Agent shall procure that the user shall not:

- 2.1 use any information supplied through or derived from the products or services provided by the Service Provider other than for its own internal use or the internal use of any of its Associated Companies (if the user is a business) or personal use (if the user is an individual) provided that this clause shall not prevent the Agent providing the results of Searches to a specific user for its or his own internal or personal use;
- 2.2 sell or offer for sale or invite offers for any information supplied through or derived from any product or services provided by the Service Provider save for a sale by an Agent of information to a specific client of the user in accordance with 2.1.
- 2.3 distribute, publish or display any material amount of Information by means of the worldwide web or other on-line electronic access medium (whether wired or wireless).
- 2.4 export or permit the export of any material amount of Information to a country which is not within the European Economic Area without the express consent of BT.

### 3. The user shall not and the Agent shall ensure that the user shall not:

- 3.1 acquire any right, title or interest in or to any of the Intellectual Property Rights in the products or services, any part thereof or to any information therein, any Entry to which access is given to the user under the user agreement or any Marks or in all and any materials, documentation, information (including computerised information) databases, structures, systems and software connected with the Product any part thereof or any information therein or any Entry or Marks;
- 3.2 all not, without the prior written consent of the Service Provider alter any copyright or other Intellectual Property Right acknowledgement or confidentiality marking incorporated into anything supplied or to which the user has access pursuant to this agreement.