

# TERMS AND CONDITIONS UNITED KINGDOM

Thank you for using Data Improver. If you have any questions, please use our [contact form](#).

By using the Service(s), you indicate your acceptance of the following License Agreement.

**\* IMPORTANT \***

The Service(s) are licensed by Neopost Customer Information Management Ltd only upon the condition that You agree to the terms and conditions set forth below.

**READ THIS SERVICES AGREEMENT CAREFULLY. YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT IF YOU INSTALL AND/OR USE THE SERVICE(S).**

If You do not agree to the terms contained herein, immediately and prior to use of the Service(s), contact Neopost Customer Information Management Ltd and the purchase price will be refunded.

## 1. Definitions.

Neopost Customer Information Management Ltd. ("Neopost CIM") is the Licensor of the Service(s).

"You" means an end user of the Service(s), or a mailing service provider or other service bureau which is making use of the Services on behalf of a single client of its own. You excludes resellers, brokers, sales agents, marketers or distributors of data.

"Data" shall collectively mean and refer to data owned and licensed by Neopost CIM for the Service(s) that You may utilize, as indicated in Section 2.

"Service(s)" are the various Neopost CIM Service(s) that include proprietary data to which You are granted access pursuant to a license to use under Section 2 below. Service(s) may include any new products and services which hereafter may be permitted under this Agreement and incorporated herein. Service(s) may be seeded to detect any unauthorized use or duplication thereof.

"Agreement" means this agreement, including the Exhibits thereto.

"Exhibit" means any exhibit to this Agreement, which may be amended from time to time.

## 2. Service(s) License Grant.

Subject to the terms and conditions of this Agreement for the services specified below that You may choose to use, Neopost CIM hereby grants to You a non-exclusive, non-sublicensable, non-transferable, limited license to receive the Service(s) and use the Data for the purposes set forth below:

### 3. License Restrictions and Requirements.

#### A. Neopost CIM Restrictions.

Neopost CIM may impose restrictions on the use of the Data to manage the integrity thereof and Neopost CIM's access to its data sources in light of issues concerning privacy, good taste, and other consumer related

issues. You agree to strictly comply with all data use restrictions now or hereafter imposed by Neopost CIM. You will undertake all necessary measures to ensure that Your use of the Service(s) complies in all respects with any such restrictions as notified by Neopost CIM prior to, on, or after Your acceptance of this License.

You acknowledge and agree, for yourself and for the data subjects of whom you have collected data, that part of the Services may include the transfer of data to Neopost CIM affiliate company Satori software's servers in the United States. As data controller, as such term is defined in the Data Protection Act 1998, You remain at all times responsible for compliance with the provisions of such act, including obtaining consent from the data subjects to such transfer of personal data.

#### B. Third Party Restriction.

You agree not to provide the Service(s) or expose the Data to any third parties. This restriction shall include, without limitation, any third parties that maintain any consumer household database similar to the Service(s), or offer any services similar to those described herein that may be based upon or derived from any such database, without the prior written approval of Neopost CIM.

#### C. Derivative Works.

Except as expressly permitted hereunder, You shall not modify, further develop or create any derivative products from the Data. You shall not decompile, disassemble, reverse engineer or otherwise attempt to obtain any internal component of any Data.

#### D. terms and conditions of third-party licensors

You agree to apply to all terms and conditions of third-party licensors of Data which terms and conditions are set out in the Exhibits or can be accessed through the link in the Exhibit(s).

### 4. Intellectual Property Rights.

Subject to the license rights granted herein, Neopost CIM and its third-party licensors (if applicable) retain all right, title and interest in and to the Services and the Data, and You acknowledge that you do not own or acquire any rights in or to the Service or the Data not expressly granted by this Agreement. You further acknowledge that Neopost CIM retains the right to use the Data for any purpose in Neopost CIM's sole discretion.

### 5. Customer In-House File.

If any in-house file (the "I-H File") of Yours is provided to Neopost CIM for processing hereunder, Neopost CIM agrees to: (i) hold the I-H File in confidence; (ii) disclose the I-H File only to its employees, contractors and agents as required for use hereunder; and (iii) use the I-H File only in connection with services performed hereunder. You shall own all rights, title and interest in and to all of the I-H File and shall have sole responsibility for the legality and security of the I-H File.

### 6. Payment.

#### A. Payment terms.

Payments for Service(s) will be on a pre-paid basis, paid at the time of the Service(s) request. Neopost CIM may, at its sole discretion and with prior arrangement, invoice You for payment.

In the case of an invoice, all amounts shall be due and payable within thirty (30) days from the date of Neopost CIM's invoice. All amounts not paid by the due date thereof shall be subject to a service charge of the lower of one and one half percent (1-1/2%) per month or the highest rate under applicable law. You agree that You shall pay any and all reasonable attorney fees, court costs and other expenses incurred in the collection of any amounts owed by the You and not paid when due.

#### B. Taxes.

You shall pay when due all sales, use and excise or similar taxes or levies related to this Agreement, exclusive, however, of taxes based on Neopost CIM's income. If any such tax for which You are responsible hereunder is paid by Neopost CIM, You agree to promptly reimburse Neopost CIM.

### 7. Term and Termination.

#### A. Term.

This Agreement will remain in full force and effect for the duration of the Services, after which the Agreement will automatically terminate.

#### B. Effect of Termination.

The termination of this Agreement will not affect the rights or liabilities of the parties with respect to the Services already sold under the Agreement, or any indebtedness then owing by either party to the other.

### 8. Warranty and Remedies.

The Service(s) are not warranted as being error free, and are not warranted as including all available do not call information. THE SERVICE(S) ARE PROVIDED "AS IS" AND "AS AVAILABLE". NEOPOST CIM MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. Neopost CIM's sole obligation and Your sole remedy under this Agreement is the correction of any errors in the Service(s) which are made known to Neopost CIM by written notice from You describing such errors in detail: provided, however, You acknowledge that some corrections of errors shall be dependent on the availability of same from the source of the applicable data.

### 9. Limitation of Liability.

IN NO EVENT WILL NEOPOST CIM'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF FEES PAYABLE TO NEOPOST CIM PURSUANT TO THIS AGREEMENT (INCLUDING FEES BOTH PAID AND DUE) AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL NEOPOST CIM BE LIABLE FOR ANY OTHER DAMAGES, WHETHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS AND LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 10. Indemnity.

You shall defend, indemnify and hold Neopost CIM harmless from and against any claim made by any third party which arises from or is in any way connected with Your use of any of the Service(s). Your obligations under this Section shall survive any termination of this Agreement.

#### 11. Confidentiality.

The parties hereby agree that the terms and conditions of this Agreement, including all attachments hereto and any policies, customer information, business practices, pricing, plans and methods not in the public domain which may be known or disclosed to either party as a result of this Agreement, will be held in confidence and not disclosed to any third party for any reason whatsoever. You agree that You will not and will not permit Your clients to advertise or in any way publicly announce through any media that it has entered into this Agreement or has or will be using the Service(s), without the express prior written consent of Neopost CIM.

#### 12. Infringement Indemnity.

A. If a claim of infringement has occurred, or in Neopost CIM's opinion, is likely to occur, then Neopost CIM may at its option and expense (i) procure for You the right to use the infringing data or (ii) replace or modify the infringing data so that the same is no longer subject to any such infringement claim. If neither of the foregoing solutions is available in Neopost CIM's judgment, then You may continue Your use of the Service(s) hereunder after the deletion of the infringing data therefrom. The parties agree to negotiate in good faith to determine any suitable adjustments to the fees applicable to the affected Service(s). If the parties cannot agree upon the terms for any such continued service, then upon written notice from one party to the other, either party can terminate this

Agreement. Upon any such termination, Neopost CIM shall refund to You a prorated amount of any fees You have prepaid for a period after such termination takes effect.

B. Neopost CIM shall have no obligation under this Section to indemnify or defend You against a claim of infringement resulting from Your use, modification or alteration of the Service(s), or the combination of Service(s) with any product or service not provided by Neopost CIM. This Section 12 states Neopost CIM's entire liability to You including any claim of infringement of any proprietary rights of a third party.

#### 13. Force Majeure.

Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

#### 14. Notices.

Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

#### 15. Miscellaneous Provisions.

A. The terms and conditions of this Agreement regarding payment, ownership of intellectual property, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement shall survive and continue in effect.

B. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom without giving effect to choice of law provisions.

C. The terms, covenants and conditions contained herein constitute the complete and exclusive statement of the terms hereof, and supersede all prior oral and written statements of any kind made by the parties or their representatives with respect to the subject matter hereof. In the event of any conflict between the terms and conditions of this Agreement, any Exhibit hereto and any Customer purchase order, the terms and conditions of the Exhibit shall prevail. No statement in writing subsequent to the date of this Agreement purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing by duly authorized representatives of both parties in a document making specific reference to this Agreement.

D. Neither party shall issue any press releases or other public or published statements or information regarding this Agreement or this relationship without the prior written consent of the other party, which consent may be granted or withheld in such other party's sole discretion.

#### 16. Restrictions.

The following organisations, and types of organisation, are prohibited from using, or registering to use the Royal Mail “National Change of Address” service:

- Debt Collection Agencies
- Credit Reference Agencies for the purpose of credit referencing
- Police Forces
- Serious Organised Crime Agency
- HM Revenue & Customs
- The Intelligence services (these are primarily the Security Service, the Secret Intelligence Service and the Government Communications HG)
- Scottish Crime and Drug Enforcement Agency
- Financial Services Authority
- Gangmasters Licensing Authority
- Home Office
- 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
- 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
- Foods Standards Agency
- Health & Safety Executive

Accordingly, the Client shall not use the Royal Mail “National Change of Address” service if it is any of the above organisations or types of organisation.

**ADDRESS CORRECTION SERVICE AGREEMENT**

You acknowledge that You have entered into a Service(s) Agreement. This Address Correction Service Agreement is hereby incorporated into and made a part of the Service(s) Agreement.



## **LICENCE RELATING TO THE NATIONAL CHANGE OF ADDRESS (NCOA) DATABASE**

### **END USER LICENCE**

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

**[Note: the means by which End Users sign up to this Licence may be electronic (for example, by way of a 'clickwrap' licence, where the End User accepts the terms by clicking an 'I accept' button electronically) or in hard copy form.]**

#### **RECITALS:**

- A. Royal Mail has developed a computerised database of the names, old addresses and new addresses of Redirection Customers (as defined in clause 1.1 below).
- B. Royal Mail licenses the Licensee (as defined in clause 1.1 below) to use its database of Redirection Information (as defined in clause 1.1 below) to offer the Services (as defined in clause 1.1 below) to End Users authorised by Royal Mail.
- C. The End User has requested that the Licensee provide the relevant Service(s) in order to update the End User's customers' address records contained in the End User's Customer Database (as defined in clause 1.1 below). 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 Licensee under the terms of which Royal Mail licenses the Licensee to use Redirection Information for the provision

of the Services;

**“Batch Processing”**

the automated electronic processing of Customer Records in a Customer Database against Redirection Records in the NCOA Database;

**“Change of Address Service”**

the change of address service which shall be provided by the Licensee to End Users in accordance with the Agreement, pursuant to which the Licensee carries out Batch Processing to find Tracking Matches and updates the name and address records which appear in its End Users’ Customer Databases and which match records of Redirection Customers by either: (i) replacing the address of the existing customer or prospective contact of the End User which forms part of the relevant Customer Record with the relevant New Address in the Customer Database; or (ii) appending the relevant New Address to that existing address in the Customer Database;

**“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 Licensee 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 NCOA Database and 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;



<b>“Customer Database”</b>	an electronic compilation of Customer Records;
<b>“Customer Record”</b>	the name and address of an existing customer or prospective contact 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;
<b>“DPA”</b>	the Data Protection Act 1998, related statutory instruments, regulations or codes of practice, as from time to time amended, extended or re-enacted;
<b>“Data Protection Requirements”</b>	the DPA, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them;
<b>“End User”</b>	the owner or licensee of the relevant Customer Database who, as appropriate from the context, is either: (i) a customer of the Licensee which has entered into a contract with the Licensee for the supply of any of the Services; or (ii) a third party which has requested any such service and is a prospective customer;
<b>“Intellectual Property Rights”</b>	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;
<b>“Licence”</b>	this licence between the Parties;
<b>“Licensee”</b>	the licensee providing any of the Services to the End User;
<b>“Match”</b>	a Suppression Match or a Tracking Match;

<b>“NCOA Database”</b>	a database containing Redirection Information selected, arranged and compiled by Royal Mail and stored on electronic media and including any updates to it;
<b>“New Address”</b>	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;
<b>“Old Address”</b>	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;
<b>“Party”</b>	the End User or Royal Mail, as applicable (together, the “Parties”);
<b>“Permitted Purpose”</b>	updating existing Customer Records in the relevant Customer Database through Matches;
<b>“Redirection Customer”</b>	a customer of the Redirection Service;
<b>“Redirection Form”</b>	the application form for individuals who wish to use the Redirection Service;
<b>“Redirection Information”</b>	in relation to each Redirection Customer, their name, Old Address and New Address extracted from the NCOA Database;
<b>“Redirection Record”</b>	the name of a Redirection Customer together with that Redirection Customer’s Old Address;
<b>“Redirection Service”</b>	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;

<b>“Royal Mail”</b>	Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 148 Old Street, London, EC1V 9HQ;
<b>“Services”</b>	the Change of Address Service and the Suppression Service (or any one or both of such services as the context requires);
<b>“Suppression Match”</b>	where through Batch Processing a Customer Record is matched to a Redirection Record and either: (i) the Customer Record is deleted on the Customer Database; or (ii) a permanent flag is provided against the address of the existing customer or prospective contact of the End User which forms part of that Customer Record in the Customer Database;
<b>“Suppression Service”</b>	the suppression service which shall be provided by the Licensee to End Users in accordance with the Agreement, pursuant to which the Licensee carries out Batch Processing to find Suppression Matches and either: (i) deletes any Customer Record in the Customer Database which matches a Redirection Record; or (ii) provides a permanent flag against the address of the existing customer or prospective contact of the End User which forms part of that Customer Record in the Customer Database;
<b>“Tracking Match”</b>	where through Batch Processing a Customer Record is matched to a Redirection Record and either: (i) the address of the existing customer or prospective contact of the End User which forms part of that Customer Record is replaced by the relevant New Address in the Customer Database; or (ii) the relevant New Address is appended to that existing address in the Customer Database; and
<b>“Working Day”</b>	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; and
  - (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.

## **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 United Kingdom to use the Redirection Information for the Permitted Purpose, and in the manner set out below, from the Commencement Date until this Licence is terminated in accordance with the terms of this Licence. For the avoidance of doubt, the End User shall not 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 is owned or licensed by the End User for the End User’s own use and will not be sold or passed to third parties whether in part or whole. 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. The End User shall neither copy nor disaggregate the Redirection Information nor copy, decompile, or modify the software used in making or operating the NCOA Database, nor develop any database or service from such disaggregation or decompilation, save only to the extent permitted by applicable law. All back-up copies shall be subject to the terms and conditions of this Licence and shall be deemed to form part of the NCOA Database.
- 2.4. 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 for Matches, either directly or indirectly, and the End User must treat Redirection Information as Confidential Information.

- 2.5. 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 Suppression Match or a Tracking Match is immediately integrated into the Customer Records in the Customer Database;
  - (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.
- 2.6. The End User must pay the Licensee for all Matches it obtains through the Services.
- 2.7. The End User must upon five days prior notice grant the Licensee or Royal Mail or their respective agents reasonable access, during working hours, to its premises, accounts, computer systems and records (and permit the Licensee or Royal Mail or their agents to question employees) for the purpose of verifying the End User's compliance with its obligations under this Licence. The End User must supply any information which the Licensee or Royal Mail requests in writing in order to verify the End User is complying with its obligations under this Licence.
- 2.8. 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 Redirection Information;
  - (b) that the NCOA Database contains the names and addresses of all Redirection Customers; nor
  - (c) that the Redirection Information or NCOA 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 and any list or compilation of Redirection Information supplied to the End User and in the media on which it is supplied shall remain at all times the property of Royal Mail. In particular, Intellectual Property Rights in: a) Redirection Information; b) any back-up copies of Redirection Information; c) the structure, arrangement, composition and compilation of Redirection Information; and d) any item of work containing Redirection Information remain vested or will be vested (as appropriate) in Royal Mail. All rights in Redirection Information not expressly granted under this Licence are reserved to 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 Licensee'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 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 requirements of the DPA as they apply to its use of Redirection Information 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 European Economic Area 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 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.
- 7.6. Subject to clause 4.7, on the termination of this Licence, each Party shall return to the other all Confidential Information of the other which it may have in its possession or destroy the same.



## **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 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: 3<sup>rd</sup> Floor, Clippers House  
Royal Mail Salford  
Clippers Quay  
Salford  
Manchester M50 3NW

Email address: [datasales@royalmail.com](mailto:datasales@royalmail.com)

Telephone: 0845 6000098

- 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 Licensee 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.

Dated .....

Signed .....

For and on behalf of Royal Mail Group  
Limited

Position .....

Dated .....

Signed .....

For and on behalf of the End User

Position .....

## POSTCODE ANYWHERE SOFTWARE AS A SERVICE AGREEMENT

### Parties

This is an agreement between:

- (1) **Postcode Anywhere (Europe) Ltd** (Company Number: 3347926), with registered address at Waterside, Basin Road, Worcester WR5 3DA, trading as Postcode Anywhere (“**PCA**”); and
- (2) the **Customer**.

### Acknowledgment By The Customer

The Customer acknowledges and agrees to the following:

The Agreement governs the use of the Service by the Customer.

The individual accepting the Agreement, confirms that it is authorised to do so, as an agent on behalf of the Customer.

The Customer acknowledges that by accepting the Agreement, it will also be entering into separate licensing agreements with the respective third party Licensors (where applicable).

The Customer acknowledges that PCA’s third party data Licensors require:

- PCA to observe certain requirements in using their data (the Third Party Licences) to provide the Service; and
- PCA’s customers to comply with certain end user licence agreements (the Third Party EULAs).

Consequently, the Customer agrees that it will not undertake any activities which would result in any of the above arrangements (the Third Party Contracts) to be breached.

The Service are licensed to the Customer. The Services are, and remain the property of PCA and its third party licensors.

By in any way installing, activating, copying or otherwise using the Services, or any part of them, the Customer agrees to be bound by the terms of this Agreement. If the Customer does not agree to the terms of this Agreement, the Customer may not install, activate, copy or in any way use the Services, or any part of them.

### Installation And/Or Activation By An Authorised Reseller

If the Service is being installed and/or activated by the Authorised Reseller for the Customer’s use, then the Authorised Reseller and the Customer each confirms that the Customer has appointed the Authorised Reseller as its agent to confirm acceptance of this Agreement on its behalf, and the Customer hereby agrees to be bound by this Agreement.

## 1 Definitions & Interpretation

### Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

<b>"Account Code"</b>	means a unique code which is used to identify and manage a Customer's account.
<b>"Additional Liability Cap"</b>	has the meaning attributed to it in Clause 7.6.2.
<b>"Agreement"</b>	means this agreement.
<b>"Authorised Reseller"</b>	means an authorised reseller of PCA.
<b>"Customer"</b>	means the organisation named as the 'Customer' or 'Business' or 'Company' of the Authorised Reseller
<b>"Customer Cause"</b>	means any of the following causes:  <ol style="list-style-type: none"><li>(1) any improper use, misuse or unauthorised alteration of the Software or Service by the Customer;</li><li>(2) any use of the Service by the Customer in a manner inconsistent with PCA's instructions which are provided from time to time;</li><li>(3) the use by the Customer of any hardware or software not provided by PCA or approved by PCA in writing for use by the Customer in connection with the Service;</li></ol>
<b>"Database"</b>	means a third party database, access to the whole or part of which is made available to the Customer by PCA.
<b>"Defaulting Party"</b>	has the meaning attributed to it in Clause 8.11.
<b>"Effective Date"</b>	means the date that the contract formed by this Agreement comes into force, being the date that it is accepted by the Customer (whether via the Authorised Reseller or otherwise) on-line, or the date it is signed by both Parties.
<b>"External Use"</b>	means use of the Royal Mail data or services in any public facing website use.
<b>"Fault"</b>	means any failure of the PCA Offering to operate in all material respects in accordance with its Documentation.
<b>"Force Majeure Event"</b>	has the meaning attributed to it in Clause 9.1.
<b>"Internal Use"</b>	means use of the Royal Mail data or services in any non-public facing website use (including without limitation in relation to any CRM, ERP, intranet, extranet or internal office use).
<b>"Liability Cap"</b>	has the meaning attributed to it in Clause 7.6.1.
<b>"Licence Fee"</b>	means a payment to PCA for use of the Service, other than by way of a Credit or SLA Charge.

<b>"Licensor"</b>	means a third party licensor of the Database.
<b>"Parties"</b>	means the Customer and PCA.
<b>"Party"</b>	means the Customer or PCA (as applicable).
<b>"Password"</b>	means the password selected by the Customer (or on its behalf by the Authorised Reseller) to use the Service.
<b>"PCA"</b>	has the meaning attributed to it above.
<b>"PCA Offering"</b>	means that part of the Service which is owned and developed by PCA or its group companies, but for the avoidance of doubt, excludes: the Database; any third party data; any third party software; any third party materials; any third party services; any third party documentation; (for the avoidance of doubt, such exclusions also include any third party software, documentation, materials, services and documentation provided or made available by the Authorised Reseller).
<b>"PCA Privacy Policy"</b>	means PCA's privacy policy, which is available from the PCA Website, as such policy is updated from time to time by PCA.
<b>"PCA Website"</b>	means any websites operated by PCA, which offer software or services, including the website with the url of: <a href="http://www.postcodeanywhere.co.uk">www.postcodeanywhere.co.uk</a>
<b>"Service"</b>	means the respective online service made available, or agreed to be made available, by PCA to the Customer pursuant to this Agreement.
<b>"Service Output"</b>	means any output response generated by the Service.
<b>"Subject Matter"</b>	has the meaning attributed to it in Clause 14.1.
<b>"Subscription Period"</b>	means the respective limited time period during which the Customer may use the respective Service, as determined by the payment made to the Supplier in respect of such Service.
<b>"Supplier"</b>	means PCA, or if the Customer is obtaining access to the Service via an Authorised Reseller, then it means the Authorised Reseller.
<b>"Terminating Party"</b>	has the meaning attributed to it in Clause 8.11.
<b>"Third Party Contracts"</b>	means the Third Party Licences and Third Party EULAs.
<b>"Third Party Licences"</b>	means the third party licences (which are available from the PCA Website) imposed by the Licensors on PCA in respect of the Service.
<b>"Third Party EULAs"</b>	means the third party end user licences (which are available from the PCA Website) which are stated as being applicable to the Customer's use of the Service.
<b>"Year"</b>	means a period of 12 months commencing from: the Effective Date; or from an anniversary of the Effective Date.

Interpretation

- 1.2 The headings contained in this Agreement are for convenience of reference only and shall not affect any interpretation.

- 1.3 References to “person” includes an individual, company, firm, partnership, government body, public body, charity, association, or other legal entity.
- 1.4 Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.
- 1.5 The words and phrases “including” and “in particular” shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible. Furthermore (except where already stated) such words shall be deemed to be immediately followed by the words “without limitation”.
- 1.6 References to any statute or statutory provision shall include:
  - 1.6.1 any subordinate legislation made under it; and
  - 1.6.2 any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.7 To the extent of any conflict or ambiguity between the provisions of the Agreement and the Third Party Contracts, the provisions of the Third Party Contracts shall prevail.

## 2 Subscription

### Grant of Licence

- 2.1 PCA hereby grants to the Customer the non-exclusive, non-transferable, revocable right for the Subscription Period to use the Service, subject to the terms and conditions referred to in this Agreement.
- 2.2 The Customer must pay the Authorised Reseller for the use of the Service.

### Prohibitions

- 2.3 This Agreement prohibits the Customer from re-selling (whether for free or by charging) the Service Output or Service.
- 2.4 The Customer agrees that it may not undertake any of the following acts (except to the extent expressly permitted by law or as expressly permitted separately in writing by PCA):
  - 2.4.1 use the Service to provide any software or a service which competes with the Service;
  - 2.4.2 undertake any data cleansing activities other than to the extent expressly permitted by the respective Third Party Contracts;
  - 2.4.3 make use of the Service (whether through an application or an integration or otherwise) which would adversely affect the reputation of: PCA; the Licensors; or PCA’s or the Licensors’ services or offerings; or
  - 2.4.4 any act or omission which has the objective of circumventing the intention of any of the restrictions within the Agreement.

### Retention Of Title And Ownership Of The Software Materials

- 2.5 PCA and its third party licensors retain title and ownership of the software materials underlying the Service. No intellectual property rights (including without limitation copyright) are transferred pursuant to this Agreement other than the licence to use the Service

as expressly granted by this Agreement. All rights in the Service not specifically granted in this Agreement are reserved by PCA and its licensors.

### Third Party EULAs

- 2.6 The Customer agrees that by requesting access to any third party software or data which is subject to a Third Party EULA, the Customer is entering into such Third Party EULA (where this is the intention of the Third Party EULA), and the Licensor will therefore have rights and remedies against the Customer pursuant to this Agreement and the Third Party EULA.
- 2.7 The Customer agrees that where it is entering into a Third Party EULA, it will bring any claims in respect of the third party software and data which is governed by that agreement, against the Licensor pursuant to the Third Party EULA and not against PCA.

## 3 Assurances

### Provision Of Services

- 3.1 Subject to the other provisions of the Agreement, PCA agrees that:
  - 3.1.1 during the respective Subscription Period, it has agreements in place with its Licensors, which confirm that it is licensed to provide access to the respective Services to the Customer;
  - 3.1.2 subject to Clause 3.7.1, it will use reasonable endeavours during the respective Subscription Period to:
    - 3.1.2.1 ensure that the software which is made available by PCA to be used as part of the Service is free of viruses;
    - 3.1.2.2 allow access to the respective Service during the relevant Subscription Period, subject to any maintenance, or matters outside PCA's reasonable control, as the Customer acknowledges that from time to time events may occur which affect the availability of the Service due to the nature of the internet, IT equipment and media;
    - 3.1.2.3 make available updates to the Database, where such updates are provided by its Licensors.

### Errors In software And data

- 3.2 The Customer agrees to the following:
  - 3.2.1 that software and data in general are not error-free and agrees that the existence of such errors in the Service or Service Output shall not constitute a breach of this Agreement;
  - 3.2.2 where the software integration code which is made available by PCA on the PCA Website, is provided on a free of charge basis, the Customer agrees that such software integration code is provided on an 'as is' basis, without any assurance (including without limitation any warranty) whatsoever, and therefore no assurance whatsoever is provided (without limitation) in respect of its suitability, performance, functionality, quality or otherwise. The Customer agrees that its sole and exclusive remedy in respect of such software integration code is to simply cease using such software integration code;



- 3.2.3 where the software integration code which is made available by PCA on the PCA Website, is provided on a chargeable basis by PCA to the Customer, then the Customer agrees that such software integration code is provided solely on the basis that it will materially comply with its stated description on the PCA Website. If there is any issue with such software integration code where it fails to materially comply with its stated description on the PCA Website, then the Customer agrees that it will inform PCA of this fact (with reasonable details) in writing within 7 days of paying the licence fee in respect of such software integration code, and if PCA is unable to remedy the issue to achieve the afore-mentioned material compliance with the description on the PCA Website within 30 days of receiving the notification from the Customer, then the Customer's sole and exclusive remedy in respect of such software integration code, is a refund of the charges which the Customer paid to PCA in respect of such software integration code (with the Customer accepting that its licence to use such software integration code will terminate from the date of such refund);
- 3.2.4 if any third party makes any updates to its software or platform, such that this causes an issue in respect of the Service, then the Customer accepts that this is not an issue with the Service itself, nor a breach by PCA of any of its obligations under this Agreement. However, PCA may at its sole discretion, choose to provide any updates to the PCA Offering to address any compatibility issues caused by any third party changes.

#### Database

- 3.3 The Customer acknowledges that in view of the fact that the Database contains third party data, the data in the Database is provided on an 'as is' basis, and no assurance in respect of it is provided (including without limitation any assurance with regard to its correctness, accuracy, completeness, fitness for any purpose, or otherwise). This exclusion of assurances applies only to the extent permitted by law.

#### PCA Offering

- 3.4 PCA warrants for the respective Subscription Period that the respective Service is made available to the Customer, that the PCA Offering will function properly. In the event that the PCA Offering does not function properly, and the Customer notifies PCA of the non-compliance, PCA shall use reasonable endeavours to correct and provide within a reasonable period of time by patch or new release (at its option) that part of the PCA Offering which does not so comply, provided that such non-compliance has not been caused by:
- 3.4.1 any modification, variation, configuration or addition to the Service not performed by PCA (for the avoidance of doubt, any issues resulting from the acts or omissions of the Authorised Reseller are to be addressed by the Customer directly with the Authorised Reseller as PCA will not be liable for such issues);
  - 3.4.2 its incorrect use, abuse or corruption of the Service by the Customer or its third parties;
  - 3.4.3 use of the Service with other software, data or on equipment with which it is incompatible; or
  - 3.4.4 as a result of the third party updates referred to in Clause 3.2.4.

#### IPR Warranty

- 3.5 PCA warrants for the respective Subscription Period, that such software, documentation, data and services which form the PCA Offering, will not infringe any third party's intellectual property rights.

Exclusion Of Assurances Not Contained In This Agreement

- 3.6 The Customer acknowledges that PCA has provided various express assurances in this Agreement. Therefore, to the extent permitted by law, and except as expressly set out in this Agreement, PCA excludes all other assurances (including without limitation, warranties and conditions) with respect to the Service, including without limitation any assurances relating to satisfactory quality or fitness for any particular purpose.

Customer Obligations

- 3.7 The Customer agrees:

- 3.7.1 to have in place daily back-up and disaster recovery measures in respect of its and its third parties' (where third parties are permitted by PCA) systems and data with which the Services are used, and effective firewall together with virus prevention measures (with the Customer being responsible for virus scanning all of its interaction with the Services; and the Customer being responsible for its own anti-virus protection measures to safeguard it against possible virus infection from use of the Services);
- 3.7.2 to supervise and ensure use of the Services in accordance with the terms of this Agreement;
- 3.7.3 to ensure that no third party who is not authorised by this Agreement to access the Services, is provided with such access by the Customer (whether such access is provided deliberately or negligently);
- 3.7.4 to ensure that any of the Customer's systems that rely upon the use of the Services for data entry or data lookup, also have a reasonable alternative manual means to continue to operate in the event that the Services are unavailable;
- 3.7.5 to ensure that the Customer's technical implementation to use the Services, avoids binding to a single datacentre and instead uses the standard PCA load balanced service (details of how to do this are available upon request from PCA);
- 3.7.6 that with regard to any use of the data or services relating to Royal Mail, the Customer must use the respective services in accordance with the Internal Use or External Use which has been authorised for the respective services, with the Customer acknowledging that there are differing charges applicable to whether the service is used for Internal Use or External Use, and it is the Customer's obligation to ensure that it has selected the correct licensing use option corresponding to its intended use by the Customer. If the Customer does not select the correct licensing option for its use, then without prejudice to PCA's and the Licensors' rights and remedies, the Customer will also make the additional payments pursuant to Clause 7.12.
- 3.7.7 that PCA may block any Service use, which violate PCA's fair use policy in force from time to time;
- 3.7.8 not to undertake any act or omission, or use or otherwise make available the Service in a way, which would cause PCA to be in breach of the Third Party Licences; and

- 3.7.9 not to undertake any act or omission, or use or otherwise make available the Service in a way, which would cause the Customer to be in breach of the Third Party EULAs.
- 3.8 Without prejudice to PCA's and the Licensors' additional rights and remedies, to the extent that the Customer fails to comply with Clause 3.7.2, 3.7.3, 3.7.6, 3.7.8, 3.7.9, the Customer will immediately upon request pay to PCA such amount as is required by the Licensors to be paid by PCA for the Customer's non-compliance with the afore-mentioned provisions.

*Mutual Reasonable Skill And Care*

- 3.9 Each Party agrees to use reasonable skill and care in undertaking its obligations.

*Authorised Reseller As Customer's Agent*

- 3.10 The Authorised Reseller and Customer agree that any of the obligations of the Customer can be exercised by the Authorised Reseller on the Customer's behalf, with the Authorised Reseller acting as the Customer's agent in this respect.

4 The Service

*Customer's Confirmation of Accuracy Of Registration Details*

- 4.1 The Customer confirms that all information which it provides to use the respective Service and any additional information which it provides pursuant to this Agreement, will at the time it is provided (and will continue to) be accurate and complete. If the information becomes inaccurate, incomplete or misleading any time thereafter, then (without prejudice to PCA's additional rights and remedies), the Customer will promptly update its details in the Account Section, to ensure that its details remain accurate and complete. The Customer also agrees that it will promptly notify PCA in writing if it ceases to use, or changes, its Authorised Reseller.

*Customer's Own Use Only & Audits*

- 4.2 The Services are provided solely for the Customer's own use pursuant to this Agreement. The Customer is explicitly prohibited from reselling or attempting to resell the Service Output, or marketing or otherwise distributing the Service, without the explicit written permission of PCA.
- 4.3 PCA reserves the right to check the URL of the Customer's website which is using the Service to assist it in determining that the Service is being used in accordance with this Agreement.
- 4.4 The Customer agrees to provide: reasonable access to the premises, facilities and personnel of the Customer; and reasonable information; to allow PCA or the Licensors to verify that the Customer is using the Service in accordance with the provisions of this Agreement and the requirements of the Licensors. Furthermore, the Customer acknowledges that PCA may need to provide information in relation to the identity of the Customer and the Customer's use of the respective Service to the Licensors (and in the case of any data services using data from Ordnance Survey, then the disclosure requirement would also extend to Royal Mail Group plc, for the purposes of this Clause), as a requirement to allow the Customer to use the Licensor's data, software and materials. The Customer hereby expressly consents to such disclosure by PCA to the Licensors pursuant to this Clause 4.4, and for the respective Licensors to contact the Customer in relation to the Customer's use of the Licensor's licensed data, software and other materials.

## Account & Technical Changes By PCA

- 4.5 PCA (acting reasonably) reserves the right to vary the technical specifications of the Service at any time, or change Account Codes or Passwords, giving the Customer as much notice as is reasonably possible.

## 5 Records

### Visibility Of Records By The Customer

### Visibility Of Records By The Supplier

- 5.1 The Customer acknowledges that PCA will (and the relevant Authorised Reseller may) be able to view certain of the details in the Account Section, together with other information related to the Customer's use of the Service (including without limitation, the Customer's Account Code and Licence Key).

## 6 Password Security

### Confidentiality

- 6.1 The Customer shall maintain the confidentiality and security of its Passwords and any Account Code disclosed to it. The Customer shall notify PCA or the Authorised Reseller immediately if it believes that the Account Code or Password has been, or is reasonably likely to be, used in any unauthorised way.

### Changing The Details

- 6.2 If there has been unauthorised use of the Customer's account which is brought to PCA's attention, or if the Customer has forgotten the Password, then PCA may issue a new Account Code or Password to enable continued use of the Service (or alternatively PCA may disable the Customer's access to the Account Section and any Services, if PCA reasonably believes that the unauthorised use of the Customer's account is due to the wrongful or negligent acts or omissions of the Customer). This is without prejudice to PCA's additional rights and remedies against the Customer.

### Responsibility For Unauthorised Use

- 6.3 The Customer agrees that it is liable and responsible for all transactions undertaken using the Account Code or Password. With regard to any unauthorised transactions, these must be promptly reported to PCA, and except to the extent that such transactions have occurred due to the wrongful acts of the Supplier, the Customer accepts full responsibility and liability for such transactions.

## 7 Liability

### Caveat To Limitations And Exclusions Of Liability

- 7.1 Notwithstanding any provision to the contrary, nothing in this Agreement shall limit or exclude PCA's liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.

### Exclusions

- 7.2 Subject to Clauses 7.1 and 7.12, neither Party shall be liable in any circumstances to the other Party for consequential, special, incidental or indirect losses, or the following losses whether direct, consequential, special, incidental or indirect losses: loss of profits; loss of revenue; loss of turnover; loss of sales; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of software or data; (or any losses arising from a claim by a third party for any of the afore-mentioned losses); whether such losses arise under contract (including without limitation in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation, negligence), or otherwise. However, Clauses 7.2 and 7.6, do not operate to negate any express refund obligations explicitly stated to be accepted by PCA in Clause 8.14.1.

### Liability Limits

- 7.3 Where any software, data, documents or service is expressed to be provided on an 'as is' basis, or where PCA has expressly excluded its liability for the respective issue, then subject to Clause 7.1, PCA accepts no liability in such circumstances.
- 7.4 Subject to Clause 7.1, where any remedy is expressed to be a sole and exclusive remedy, then that respective remedy applies.
- 7.5 Subject to Clause 7.1, the liability limits in Clause 7.6 apply where:
- 7.5.1 the liability is not limited or excluded within the scope of any of Clauses 7.2 to 9.2 (inclusive).
- 7.6 Subject to Clauses 7.1 to 7.5 (inclusive) and 7.12, the aggregate liability of PCA for all claims arising under or in connection with this Agreement (whether arising under contract (including without limitation in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation, negligence), or otherwise) shall be limited as follows in respect of the issues for which PCA is found liable:
- 7.6.1 in respect of the totality of all issues with the Services and Service Output, where the causes giving rise to the liability on the part of PCA occur within a particular Year, to a total aggregate amount of that respective Year's paid amounts by the Customer to the Authorised Reseller (the "**Liability Cap**") (for the avoidance of doubt, any amount spent from a Credit whether in the same or a different Year, will not constitute an additional amount of charges for the purposes of this Clause, as the purchase of the Credit counts towards the 'paid amounts' by the Customer to the Authorised Reseller, and therefore spending of Credits does not count, to avoid double-counting)), with such Liability Cap limiting PCA's collective liability for the totality of all such issues within that Year (and for the avoidance of doubt, if there are two issues within a Year, then the aggregate liability of PCA arising in respect of such 2 issues collectively, would equate to 100% of the charges paid in that respective Year and not 200% of the charges paid in that respective Year); or
- 7.6.2 in respect of the totality of all liability for collectively all other issues arising under or in connection with this Agreement, which are not limited by Clause 7.6.1, nor limited or excluded by any other provision of this Agreement, to the aggregate amount of £5,000 (the "**Additional Liability Cap**").
- 7.7 If the Customer has not paid any amounts invoiced in a particular Year, but suffers an issue in that Year for which PCA is liable, then for the purposes of Clause 7.6.1, the 'Liability Cap' for the current Year will equate to the greater of:

- 7.7.1 £5,000; or
- 7.7.2 the total amount paid by the Customer to the Authorised Reseller in the immediately preceding Year.

#### Customer's Acknowledgment

- 7.8 The Customer acknowledges that the charges in respect of this Agreement have been calculated on the basis that PCA will exclude and limit its liability as set out in this Agreement, and that the limitations and exclusions of liability in this Agreement are therefore reasonable.
- 7.9 Notwithstanding any provision to the contrary (but subject to Clause 7.1):
  - 7.9.1 the exclusions of liability in Clause 7 prevail; and
  - 7.9.2 PCA's liability under or in connection with this Agreement will not exceed the limits referred to in Clause 7; and
  - 7.9.3 where the Agreement refers to any limitation or exclusion of liability of PCA, such limitation or exclusion applies whether the respective liability arises under contract (including without limitation in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation, negligence), or otherwise.

#### Limitation Time Period

- 7.10 The Customer acknowledges that any claims which it wishes to pursue against PCA will be raised promptly. The Parties therefore agree that PCA shall not be held liable for any liability in respect of events occurring during the term of this Agreement, where the respective claim is not brought through legal proceedings against PCA within 12 months following the earlier of:
  - (1) when the event giving rise to the cause of action arose; and (2) termination of the Agreement.

#### Consequences For Exhaustion Of Liability Limits

- 7.11 The Parties agree that either Party may terminate the Agreement for convenience, if the Liability Cap or Additional Liability Cap becomes exhausted by the Customer successfully bringing claims against PCA (which are determined by a Court, or agreed between the Parties, as owing) for at least the total amount of the Liability Cap or the Additional Liability Cap. In such circumstances, such termination of itself will not give rise to any additional remedies nor refund rights.

#### Customer's Additional Obligations In Respect Of Wrongful Actions

- 7.12 The Customer agrees that it will be liable for all amounts to (whether arising in respect of any or all of the following circumstances):
  - 7.12.1 PCA and the Licensors in respect of, and relating to, any claim made against, or loss incurred or suffered by, PCA and/or the Licensors where this is wholly or in part attributable directly or indirectly to the Customer breaching any of the provisions of the Third Party Contracts. Furthermore, the Customer agrees that if PCA is required to pay any sums to any third party as a result of the Customer breaching any of the

Third Party Contracts, then the Customer will, immediately upon notice, reimburse PCA in full with the amount which PCA has had to pay to such third party as a result;

- 7.12.2 PCA in respect of any breaches of PCA's or its third parties' intellectual property rights (including without limitation, copyright and trademarks); and
- 7.12.3 PCA for any breaches of the Agreement which are undertaken with the deliberate intention of breaching this Agreement (with the Customer being deemed to be aware of all of the provisions of this Agreement).

## 8 Term, Termination and Suspension

### Duration

- 8.1 The Agreement will commence on the Effective Date and continue in force until it is terminated in accordance with the provisions of the Agreement.
- 8.2 The licences granted to use the respective Services pursuant to the Agreement ) will be valid for the shorter of the following respective periods:
  - 8.2.1 the expiration of the respective Subscription Period; or
  - 8.2.2 the specified period in the Account Section or invoice (or as otherwise agreed between the Parties in writing); or
  - 8.2.3 the termination of the Agreement.

### Temporary Suspension Of Service

- 8.3 PCA may temporarily suspend

the Service for emergency or urgent operational reasons, but where reasonably practicable, it will give the Customer advance warning of such suspension.

### Suspension For Abnormal Use

- 8.4 If PCA reasonably believes that the Customer's abnormal use of the Service or Software Materials is impairing the Service's performance or resulting in abnormal credit consumption (as reasonably determined by PCA), then PCA may suspend the Customer's access until the cause of the impairment has been resolved (such suspension will not affect the Customer's requirement to continue paying the relevant charges for the suspended Service).

### Termination Or Suspension by PCA

- 8.5 PCA will have the right to suspend or terminate this Agreement immediately upon notice (however, suspension will occur automatically following email notification if any payment is not made by the respective due date by the Customer) if the Customer fails to comply with any provision of this Agreement (such suspension will not affect the Customer's requirement to continue paying the relevant charges for the suspended Service, nor will it extend the respective Subscription Period in respect of any credit; termination of the Agreement in such circumstances will also not entitle the Customer to any refund).
- 8.6 PCA may terminate the Agreement (in whole or in part) immediately upon notice to the Customer at any time, if:

- 8.6.1 PCA is no longer able to make available the Service (in whole or in part) due to the acts or omissions of the Licensors;
  - 8.6.2 any of the Third Party Contracts terminate for any reason;
  - 8.6.3 the Licensors vary their terms and conditions, requirements, or pricing in a manner which adversely affects PCA or the Customer;
  - 8.6.4 a Licensor claims that the use of the Database in the manner in which they are being used by PCA or the Customer is not permitted; or
  - 8.6.5 The Customer brings PCA or the Licensors into disrepute.
- 8.7 Without prejudice to Clause 8.6, PCA may terminate the Agreement for convenience on 90 days' notice to the Customer at any time, and in such event, PCA will provide a pro-rata refund in accordance with Clause 8.14.1.
- 8.8 The respective Third Party EULA will automatically terminate with immediate effect if the corresponding Third Party Licence is terminated, and consequently the respective Service which was subject to such Third Party Contracts will also automatically terminate immediately. PCA will provide prompt notice of such event to the Customer.
- 8.9 PCA may terminate the Agreement in whole or in part for convenience at any time upon written notice (with such termination being effective on the date specified in the respective notice), where such termination is necessary for PCA to comply with the Third Party Licences.

#### Termination By The Customer

- 8.10 The Customer may terminate the Agreement with immediate effect, if PCA is in material breach of this Agreement (however, where such breach is capable of remedy, the Customer must provide PCA with at least 30 days written notice (with express written reference to its right to terminate the Agreement pursuant to this Clause) allowing PCA to remedy the breach, and only if PCA does not remedy the breach within this time period, may the Customer terminate the Agreement).

#### Termination By Either Party

- 8.11 Either Party (the "**Terminating Party**") may terminate the Agreement immediately by notice to the other Party (the "**Defaulting Party**") if:
- 8.11.1 the Defaulting Party is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of the Defaulting Party, or if any arrangement, compromise or composition of the Defaulting Party's debts is proposed or made by the Defaulting Party, or if the Defaulting Party enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings, or if any analogous event occurs in any other jurisdiction in which the Defaulting Party carries out its business;
  - 8.11.2 the Defaulting Party unreasonably discloses any confidential information of the Terminating Party (or of the Licensor); (where any reasonable disclosure is necessary, then the disclosing Party will ensure that any such disclosure is subject to



a reasonable duty of confidentiality being accepted by the third party recipient of such confidential information).

### Consequences Of Termination

- 8.12 Termination of the Agreement is without prejudice to both Parties' accrued rights and remedies.
- 8.13 The provisions of this Agreement which are expressed to, or intended to, survive termination, shall continue in full force and effect.

### Refunds On Termination

8.14 Where:

8.14.1 the Agreement is terminated by PCA (other than directly or indirectly as a result of the wrongful acts or omissions of the Customer); or

8.14.2 the Agreement is terminated by the Customer pursuant to Clauses 8.10 or 8.11;

then the Customer will be entitled to a pro-rata refund of the amount of Licence Fees at the date of termination of the Agreement, to reflect the extent to which it is no longer able to use the respective Service for the unexpired Subscription Period, with such payment being calculated and determined by PCA acting reasonably. The Customer agrees that this is the sole and exclusive financial remedy of the Customer in such circumstances.

## 9 Force Majeure

9.1 If either Party is prevented from complying with its obligations due to any event beyond its reasonable control (such event being referred to as a "**Force Majeure Event**") (including without limitation, any issues arising from the data, software or documentation supplied by the Licensors), it shall not be in breach of this Agreement nor otherwise liable to the other Party by reason of any delay in performance or non-performance of any of its obligations due to such events. However, this Clause does not excuse the Customer from complying with its payment obligations, nor from compliance with the Third Party Contracts, by itself claiming the benefit of a Force Majeure Event.

9.2 If a Force Majeure Event continues for a period of more than 14 consecutive days, then either Party may terminate the Agreement for convenience during the continuance of such Force Majeure Event. In such circumstances, both Parties acknowledge that there will be no compensation due from either Party to the other for termination in such circumstances.

## 10 Assignment And Subcontracting

10.1 The Customer may not assign this Agreement (whether in whole or in part) without the prior written consent of PCA (such consent not to be unreasonably withheld).

10.2 PCA may subcontract and assign any or all of its obligations and rights pursuant to this Agreement, without requiring the prior consent of the Customer.

## 11 Variations

11.1 No variation of this Agreement shall be effective unless it is in writing and is signed by an authorised representative of each Party, although any pricing arrangements tailored to the Customer may be expressly agreed by PCA by email.

11.2 Any discretion exercised by PCA from time to time, to afford the Customer any additional rights or benefits which are not afforded by the Agreement (in circumstances where such additional rights or benefits were the clear and deliberate intention of PCA), will only operate on that occasion and not operate as a variation of the Agreement with regard to any other occasions, unless otherwise expressly stated with the provisions of Clause 11.1 having been complied with.

## 12 Severability

12.1 If at any time any part of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected. In such circumstances, the Parties will use reasonable endeavours to substitute the omitted provision with a valid replacement which achieves to the closest extent reasonably and lawfully possible, the intention of the omitted provision.

## 13 Waiver

13.1 No provision of the Agreement shall be waived unless expressly stated otherwise in this Agreement in respect of any rights or remedies, or agreed to be waived by both Parties in writing; however, where a right must be exercised within a specified time period, then that right will be waived if it is not exercised within such time period. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by both Parties in writing.

## 14 Entire Agreement

14.1 This Agreement (which includes the relevant Third Party Contracts) contains the entire agreement between the Parties with respect to the subject matter of this Agreement (the “**Subject Matter**”) and supersedes and replaces all other written and oral communications between the Parties relating to the Subject Matter. Except for the express provisions in this Agreement (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. The Parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement, whether as an inducement to enter into this Agreement or otherwise. This Clause 14.1 operates subject to Clauses 14.2 and 14.3.

14.2 Notwithstanding any provision to the contrary in this Agreement, all implied: terms, conditions and warranties, (including without limitation those relating to satisfactory quality and fitness for purpose); whether:

14.2.1 implied by statute, common law, custom, usage or otherwise; or

14.2.2 otherwise sought to be expressly incorporated (including without limitation where sought to be incorporated by any express provision of this Agreement);

are hereby excluded to the maximum extent permitted by law. This Clause 14.2 operates subject to Clause 14.3.

14.3 Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes either Party’s liability for fraudulent misrepresentations.

## 15 Law And Jurisdiction

15.1 This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts to which the Parties irrevocably submit.

## 16 Notices & Privacy Policy

### Notices

16.1 Any notices to PCA in relation to this Agreement, must be sent in writing to The Legal Department, Postcode Anywhere (Europe) Ltd, Waterside, Basin Road, Worcester WR5 3DA or by e-mail to [legals@postcodeanywhere.co.uk](mailto:legals@postcodeanywhere.co.uk). Notices will only be validly served pursuant to this Agreement by the Customer, where the notice has been sent by tracked delivery (which can be used to reasonably demonstrate that the notice was received by PCA) or where receipt of the notice is acknowledged in writing by PCA.

16.2 The Customer agrees that PCA and the Licensors may use the information gained pursuant to this Agreement in accordance with the PCA Privacy Policy.

By using the Service(s), you indicate your acceptance of the following License Agreement.

\* IMPORTANT \*

The Service(s) are licensed by Satori Software only upon the condition that You agree to the terms and conditions set forth below.

READ THIS SERVICES AGREEMENT CAREFULLY. YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT IF YOU INSTALL AND/OR USE THE SERVICE(S).

If You do not agree to the terms contained herein, immediately and prior to use of the Service(s), contact Satori Software and the purchase price will be refunded.

#### 1. Definitions.

Satori Software Inc. ("Satori") is the Licensor of the Service(s).

"You" means an end user of the Service(s), or a mailing service provider or other service bureau which is making use of the Services on behalf of a single client of its own. ?You? excludes resellers, brokers, sales agents, marketers or distributors of data.

"Data" shall collectively mean and refer to data owned and licensed by Satori for the Service(s) that You may utilize, as indicated in Section 2.

"Service(s)" are the various Satori Service(s) that include proprietary data to which You are granted access pursuant to a license to use under Section 2 below. Service(s) may include any new products and services which hereafter may be permitted under this Agreement and incorporated herein. Service(s) may be seeded to detect any unauthorized use or duplication thereof.

"Agreement" means this agreement, including the Exhibits thereto.

"Exhibit" means any exhibit to this Agreement, which may be amended from time to time.

#### 2. Service(s) License Grant.

Subject to the terms and conditions of this Agreement for the services specified below that You may choose to use, Satori hereby grants to You a non-exclusive, non-sublicensable, non-transferable, limited license to receive the Service(s) and use the Data for the purposes set forth below:

### 3. License Restrictions and Requirements.

#### A. Satori Restrictions.

Satori may impose restrictions on the use of the Data to manage the integrity thereof and Satori's access to its data sources in light of issues concerning privacy, good taste, and other consumer related issues. You agree to strictly comply with all data use restrictions now or hereafter imposed by Satori. You will undertake all necessary measures to ensure that Your use of the Service(s) complies in all respects with any such restrictions as notified by Satori prior to, on, or after Your acceptance of this License.

#### B. Third Party Restriction.

You agree not to provide the Service(s) or expose the Data to any third parties. This restriction shall include, without limitation, any third parties that maintain any consumer household database similar to the Service(s), or offer any services similar to those described herein that may be based upon or derived from any such database, without the prior written approval of Satori.

#### C. Derivative Works.

Except as expressly permitted hereunder, You shall not modify, further develop or create any derivative products from the Data. You shall not decompile, disassemble, reverse engineer or otherwise attempt to obtain any internal component of any Data.

#### D. terms and conditions of third-party licensors

You agree to apply to all terms and conditions of third-party licensors of Data which terms and conditions are set out in the Exhibits or can be accessed through the link in the Exhibit(s).

### 4. Title.

Subject to the license rights granted herein, Satori and its third-party licensors (if applicable) retain all right, title and interest in and to the Services and the Data, and You acknowledge that you do not own or acquire any rights in or to the Service or the Data not expressly granted by this Agreement. You further acknowledge that Satori retains the right to use the Data for any purpose in Satori's sole discretion.

### 5. Customer In-House File.

If any in-house file (the "I-H File") of Yours is provided to Satori for processing hereunder, Satori agrees to: (i) hold the I-H File in confidence; (ii) disclose the I-H File only to its employees, contractors and agents as required for use hereunder; and (iii) use the I-H File only in connection with services performed hereunder. Title to any I-H File shall at all times remain with You.

### 6. Payment.

#### A. Payment terms.

Payments for Service(s) will be on a pre-paid basis, paid at the time of the Service(s) request. Satori may, at its sole discretion and with prior arrangement, invoice You for payment. In the case of an invoice, all amounts shall be due and payable within thirty (30)

days from the date of Satori's invoice. All amounts not paid by the due date thereof shall be subject to a service charge of the lower of one and one half percent (1-1/2%) per month or the highest rate under applicable law. You agree that You shall pay any and all reasonable attorney fees, court costs and other expenses incurred in the collection of any amounts owed by the You and not paid when due.

**B. Taxes.**

You shall pay when due all sales, use and excise or similar taxes or levies related to this Agreement, exclusive, however, of taxes based on Satori's income. If any such tax for which You are responsible hereunder is paid by Satori, You agree to promptly reimburse Satori.

**7. Term and Termination.**

**A. Term.**

This Agreement will remain in full force and effect for one year from the date of delivery of the Service(s) (the "Term").

**B. Termination for Cause.**

You shall be in default upon the failure to pay any fees or charges hereunder when due, or the failure to perform any other term, condition or covenant of this Agreement and such failure is not cured within a period of thirty (30) days after receipt of written notice thereof. Upon any default Satori may terminate this Agreement, which termination shall be without prejudice to any other rights which Satori may have against You with respect thereto, and shall not entitle You to any refund of fees or charges. You shall pay all costs, expenses, damages and reasonable attorney's fees incurred by Satori in the exercise of its rights or remedies hereunder. The foregoing remedies are not exclusive, but are cumulative and in addition to any other remedy available to Satori at law or in equity.

**C. Discontinuation of Service(s) for Change in Law.** Notwithstanding anything to the contrary in this Agreement, if the continued provision of any portion of the Service(s) is impacted by a change in applicable federal, state or local laws or regulations, as determined by Satori in its reasonable judgment, Satori may either (a) cease to provide the affected data or services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected services when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Satori in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless You object in writing, in which case Satori may exercise its rights under clause (a) above. Satori will attempt to provide You written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

**D. Discontinuation of Service(s) for Third-Party Changes.**

Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Service(s) becomes impossible, impractical, or undesirable due to circumstances imposed by Satori's third party vendors or data sources, Satori may either;

(a) cease to provide the affected services; or (b) establish new prices which will apply to the affected services, which prices will be reasonably calculated to cover the costs incurred by Satori in resolving any circumstances imposed by such vendors or data sources and will become effective on the date specified in such notice unless You object in writing, in which case Satori may exercise its rights under clause (a) above. Satori will attempt to provide You written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

#### E. Effect of Termination.

Upon termination: (a) Satori shall cease to provide Service(s) to You and (b) You shall immediately pay all accrued and outstanding fees and charges.

#### 8. Warranty and Remedies.

The Service(s) are not warranted as being error free, and are not warranted as including all available do not call information. THE SERVICE(S) ARE PROVIDED "AS IS" AND "AS AVAILABLE". SATORI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. Satori's sole obligation and Your sole remedy under this Agreement is the correction of any errors in the Service(s) which are made known to Satori by written notice from You describing such errors in detail: provided, however, You acknowledge that some corrections of errors shall be dependent on the availability of same from the source of the applicable data.

#### 9. Limitation of Liability.

IN NO EVENT WILL SATORI'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF FEES PAYABLE TO SATORI PURSUANT TO THIS AGREEMENT (INCLUDING FEES BOTH PAID AND DUE) AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL SATORI BE LIABLE FOR ANY OTHER DAMAGES, WHETHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS AND LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 10. Indemnity.

You shall defend, indemnify and hold Satori harmless from and against any claim made by any third party which arises from or is in any way connected with Your use of any of the Service(s). Your obligations under this Section shall survive any termination of this Agreement.

#### 11. Confidentiality.

The parties hereby agree that the terms and conditions of this Agreement, including all attachments hereto and any policies, customer information, business practices, pricing, plans and methods not in the public domain which may be known or disclosed to either party as a result of this Agreement, will be held in confidence and not disclosed to any third party for any reason whatsoever. You agree that You will not and will not permit Your clients to advertise or in any way publicly announce through any media that it has entered into this Agreement or has or will be using the Service(s), without the express prior written consent of Satori.

## 12. Infringement Indemnity.

A. If a claim of infringement has occurred, or in Satori's opinion, is likely to occur, then Satori may at its option and expense (i) procure for You the right to use the infringing data or (ii) replace or modify the infringing data so that the same is no longer subject to any such infringement claim. If neither of the foregoing solutions is available in Satori's judgment, then You may continue Your use of the Service(s) hereunder after the deletion of the infringing data therefrom. The parties agree to negotiate in good faith to determine any suitable adjustments to the fees applicable to the affected Service(s). If the parties cannot agree upon the terms for any such continued service, then upon written notice from one party to the other, either party can terminate this Agreement. Upon any such termination, Satori shall refund to You a prorated amount of any fees You have prepaid for a period after such termination takes effect.

B. Satori shall have no obligation under this Section to indemnify or defend You against a claim of infringement resulting from Your use, modification or alteration of the Service(s), or the combination of Service(s) with any product or service not provided by Satori. This Section 12 states Satori's entire liability to You including any claim of infringement of any proprietary rights of a third party.

## 13. Force Majeure.

Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

## 14. Notices.

Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

## 15. Miscellaneous Provisions.

A. The terms and conditions of this Agreement regarding payment, ownership of intellectual property, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement shall survive and continue in effect.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to choice of law provisions.



C. The terms, covenants and conditions contained herein constitute the complete and exclusive statement of the terms hereof, and supersede all prior oral and written statements of any kind made by the parties or their representatives with respect to the subject matter hereof. In the event of any conflict between the terms and conditions of this Agreement, any Exhibit hereto and any Customer purchase order, the terms and conditions of the Exhibit shall prevail. No statement in writing subsequent to the date of this Agreement purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing by duly authorized representatives of both parties in a document making specific reference to this Agreement.

D. Neither party shall issue any press releases or other public or published statements or information regarding this Agreement or this relationship without the prior written consent of the other party, which consent may be granted or withheld in such other party's sole discretion.

#### ADDRESS CORRECTION SERVICE AGREEMENT

You acknowledge that You have entered into a Service(s) Agreement. This Address Correction Service Agreement is hereby incorporated into and made a part of the Service(s) Agreement.

##### 1. License Grant.

Address Correction is provided by the USPS NCOALink product, which is a derivative of National Change of Address (NCOA). NCOA is a system of records as defined in subsection (a) (5) of the Privacy Act of 1974, 5 United States Code 552a (the "Act"), and is subject to the provisions of the Act, and 39 CFR 266-268. You shall use the NCOALink product only for the preparation of deliverables that will be submitted to the United States Postal Service for delivery and in accordance with subsection (m) (i) of the Act, shall fully comply with the requirements of the Act. Included among these requirements are the prohibition against the disclosure or use of the information for any purpose other than to update addresses on pre-existing address mailing lists.

You shall sign and return a USPS NCOALink Processing Acknowledgement Form (PAF) that Satori will provide to you before using the USPS NCOALink service.

#### ECO A MOVE UPDATE, APARTMENT NUMBER, HEAD OF HOUSEHOLD, WALK SEQUENCE, OR SUPPRESSION SUITE SERVICE AGREEMENT

You acknowledge that You have entered into a Service(s) Agreement. This ECO A Move Update, Apartment Number, Head of Household, Walk Sequence, or Suppression Suite Service Agreement is hereby incorporated into and made a part of the Service(s) License Agreement.

##### 1. License Grant.

Apartment Number, Head of Household, and Walk Sequence (?Data Enhancement?) shall include and mean the appending of data from Data to matched records on a file owned or otherwise properly rented or licensed by You. Data Enhancement shall be performed solely in "batch" mode to append such data to a file of more than one matched records and shall not be performed to append such data to a file of only one record. Such matched records, as enhanced by the Data Service(s) only be used by You in connection with Your own direct marketing programs for a twelve (12) month period commencing on the receipt of the initial delivery of the enhanced records. Such period shall not (i) be extended by any subsequent updates or refreshes of the Data or (ii) exceed the Term.

ECO A Move Update and Suppression Suite (?List Hygiene?) may be used by You for the sole purpose of updating address information for the purpose of preparation of mail. This may include use of USPS licensed services, including without limitation NCOALink, DSF2Link, DPV, LACSLink and TCOA. The creation of ?New Mover? lists or products and the use of the lists for skip-tracing are strictly prohibited. You shall use the USPS enhanced address information in compliance with the USPS guidelines as stated on the USPS official website, [www.ribbs.gov](http://www.ribbs.gov). You shall advertise the USPS postal services only in compliance with the USPS advertising guidelines as stated on the USPS official website, [www.ribbs.gov](http://www.ribbs.gov).

## 2. Limitations on Use of the Service(s).

### A. Data Access.

You shall not sell, rent or otherwise provide the Data to any third party. You shall hold the Data in confidence.

### B. Disclosure of Source of Data.

You shall not disclose to any other party that Satori is the source of the Data without the prior written consent of Satori.

### C. Individual Look-ups.

You shall not use the Data in any application involving individual look-ups of people or households including, without limitation, applications pertaining to: (i) skip tracing functions; (ii) electronic directory assistance applications or other e-data lookups; (iii) verification of the accuracy of a record; (iv) review of Your employee records; or (v) any other type of review, analysis or assessment of an individual record that is not expressly permitted hereunder.

### D. No Eligibility Decisions.

You may not use or take into consideration the Service(s) as a factor in establishing, determining or in connection with, an individual's eligibility for personal credit, insurance, employment or any other permissible purpose for which a consumer report may be used under the Fair Credit Reporting Act (15 U.S.C. ? 1681 et seq.). You may not use the Service(s) in any way for the purpose of taking ?adverse action? against a consumer, as defined in the Equal Credit Opportunity Act and Regulation B.

E. Solicitations; Ad Copy.

Any solicitations and ad copy used by You in connection with the Service(s): (i) shall not disclose the source of the recipient's name and address; (ii) shall not contain any indication that You possess any information about the recipient other than name and address; and (iii) must be in good taste and of the highest integrity.

F. Script Retention and Review.

When the Service(s) are used to deliver marketing materials to consumers, You shall retain two copies, or the ability to reproduce samples, or some other means of reconstructing the content of the marketing materials that were communicated using the Service(s). Materials complying with this requirement shall be retained for at least twelve (12) months after the marketing materials are communicated using the Service(s). Upon request from Satori within the twelve month period, You shall provide the requested materials evidencing the marketing materials communicated using the Service(s) and promptly deliver them to Satori. The obligation in this section does not apply to delivery of marketing materials to consumers whose contact information is obtained from a source other than the Service(s).

G. State Restrictions.

Portions of the Data may be derived from motor vehicle information procured by Satori from the states. Such states impose data use restrictions with which Satori must comply. Upon Satori's notice, you shall strictly comply with all data use restrictions now or hereafter imposed upon Satori by any state.

H. Compliance.

You shall use the Service(s) in compliance with the Direct Marketing Association's Guidelines for Ethical Business Practice (<http://www.the-dma.org/guidelines/EthicsGuidelines.pdf>) and Privacy Promise ([http://www.the-dma.org/privacy/privacy\\_promise.pdf](http://www.the-dma.org/privacy/privacy_promise.pdf)) and all federal, state and local laws, statutes, rules and regulations, including without limitation all applicable "do not call" legislation.

I. Rental Basis.

In connection with the permitted uses of the Data referenced in Section 1 above, all Data shall be on a rental sublicense basis only and no other basis whatsoever.

J. Key Identifier.

You shall not use the Service(s) to (i) merge internal consumer records and (ii) develop unique individual, household, address or other level identifiers or "keys" for managing and maintaining Your own internal consumer databases.

K. Automotive Customers.

You acknowledge that, if the occasion shall arise, You shall not market any vehicle data contained in the Data to any "Automotive Customer" (which for purposes hereof shall be collectively defined as automotive manufacturing companies, their distributors, dealers,

automotive aftermarket parties, advertising agencies to the extent related to work performed for an automotive Customer, insurance companies to the extent related to motor vehicle insurance, and bank and finance companies to the extent related to the financing of motor vehicle purchases).

L. Certain Vehicle Data.

You shall not use, or allow any third party to use, the following data elements as list selects for direct marketing purposes: Current Market Value; Number of Cars Currently Registered; Number of Cars Owned; Number of Cars Currently Leased; Number of Cars Bought New; Number of Cars Purchased Used; Number of Cars Registered/Bought New; Household Leasing Code-Cars; Number of Trucks Registered; Number of Trucks Purchased New; Number of Trucks Registered and Bought New; Number of RVs Owned; Number of RVs Bought New; Number of Motorcycles Owned; New Vehicle Code; Latest Vehicle Transaction Date; Make/Mix Code for Trucks; Presence of Camping/Touring Vehicles; Truck Owner Code; RV Code; and Motorcycle Code.

# Terms and Conditions for Germany

Thank you for using Data Improver. If you have any questions, please contact Support at the phone number or email address as provided on our website under "contacts".

By using the Service(s), you indicate your acceptance of the following License Agreement.

\* IMPORTANT \*

The Service(s) are licensed by Human Inference GmbH only upon the condition that You agree to the terms and conditions set forth below.

READ THIS SERVICES AGREEMENT CAREFULLY. YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT IF YOU INSTALL AND/OR USE THE SERVICE(S).

If You do not agree to the terms contained herein, immediately and prior to use of the Service(s), contact Human Inference GmbH and the purchase price will be refunded.

## 1. Definitions.

Human Inference GmbH ("Human Inference") is the Licensor of the Service(s).

"You" means an end user of the Service(s), or a mailing service provider or other service bureau which is making use of the Services on behalf of a single client of its own. You excludes resellers, brokers, sales agents, marketers or distributors of data.

"Data" shall collectively mean and refer to data owned and/or licensed by Human Inference for the Service(s) that You may utilize, as indicated in Section 2.

"Service(s)" are the various Human Inference Service(s) that include proprietary data to which You are granted access pursuant to a license to use under Section 2 below. Service(s) may include any new products and services which hereafter may be permitted under this Agreement and incorporated herein. Service(s) may be seeded to detect any unauthorized use or duplication thereof.

"Agreement" means this agreement, including the Exhibits thereto.

"Exhibit" means any exhibit to this Agreement, which may be amended from time to time.

## 2. Service(s) License Grant.

Subject to the terms and conditions of this Agreement for the services specified below that You may choose to use, Human Inference hereby grants to You a non-exclusive, non-sublicensable, non-transferable, limited license to receive the Service(s) and use the Data for the purposes set forth below:

### 3. License Restrictions and Requirements.

#### A. Human Inference Restrictions.

Human Inference may impose restrictions on the use of the Data to manage the integrity thereof and Human Inference's access to its data sources in light of issues concerning privacy, good taste, and other consumer related issues. You agree to strictly comply with all data use restrictions now or hereafter imposed by Human Inference. You will undertake all necessary measures to ensure that Your use of the Service(s) complies in all respects with any such restrictions as notified by Human Inference prior to, on, or after Your acceptance of this License.

You acknowledge and agree, for yourself and for the data subjects of whom you have collected data, that part of the Services may include the transfer of data to Human Inference affiliate company Satori software's servers in the United States. As data controller, as such term is defined in the Bundesdatenschutzgesetz, You remain at all times responsible for compliance with the provisions of such act, including obtaining consent from the data subjects to such transfer of personal data.

#### B. Third Party Restriction.

You agree not to provide the Service(s) or expose the Data to any third parties. This restriction shall include, without limitation, any third parties that maintain any consumer household database similar to the Service(s), or offer any services similar to those described herein that may be based upon or derived from any such database, without the prior written approval of Human Inference.

#### C. Derivative Works.

Except as expressly permitted hereunder, You shall not modify, further develop or create any derivative products from the Data. You shall not decompile, disassemble, reverse engineer or otherwise attempt to obtain any internal component of any Data.

#### D. terms and conditions of third-party licensors

You agree to apply to all terms and conditions of third-party licensors of Data which terms and conditions are set out in the Exhibits or can be accessed through the link in the Exhibit(s).

### 4. Intellectual Property Rights.

Subject to the license rights granted herein, Human Inference and its third-party licensors (if applicable) retain all right, title and interest in and to the Services and the Data, and You acknowledge that you do not own or acquire any rights in or to the Service or the Data not expressly granted by this Agreement. You further acknowledge that Human Inference retains the right to use the Data for any purpose in Human Inference's sole discretion.

### 5. Customer In-House File.

If any in-house file (the "I-H File") of Yours is provided to Human Inference for processing hereunder, Human Inference agrees to: (i) hold the I-H File in confidence; (ii) disclose the I-H File only to its employees, contractors and agents as required for use hereunder; and (iii) use the I-H File only in connection with services performed

hereunder. You shall own all rights, title and interest in and to all of the I-H File and shall have sole responsibility for the legality and security of the I-H File.

#### 6. Payment.

##### A. Payment terms.

Payments for Service(s) will be on a pre-paid basis, paid at the time of the Service(s) request. Human Inference may, at its sole discretion and with prior arrangement, invoice You for payment. In the case of an invoice, all amounts shall be due and payable within thirty (30) days from the date of Human Inference's invoice. All amounts not paid by the due date thereof shall be subject to a service charge of the lower of one and one half percent (1-1/2%) per month or the highest rate under applicable law. You agree that You shall pay any and all reasonable attorney fees, court costs and other expenses incurred in the collection of any amounts owed by the You and not paid when due.

##### B. Taxes.

You shall pay when due all sales, use and excise or similar taxes or levies related to this Agreement, exclusive, however, of taxes based on Human Inference's income. If any such tax for which You are responsible hereunder is paid by Human Inference, You agree to promptly reimburse Human Inference.

#### 7. Term and Termination.

##### A. Term.

This Agreement will remain in full force and effect for the duration of the Services, after which the Agreement will automatically terminate.

##### B. Effect of Termination.

The termination of this Agreement will not affect the rights or liabilities of the parties with respect to the Services already sold under the Agreement, or any indebtedness then owing by either party to the other.

#### 8. Warranty and Remedies.

The Service(s) are not warranted as being error free, and are not warranted as including all available do not call information. THE SERVICE(S) ARE PROVIDED "AS IS" AND "AS AVAILABLE". HUMAN INFERENCE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. Human Inference's sole obligation and Your sole remedy under this Agreement is the correction of any errors in the Service(s) which are made known to Human Inference by written notice from You describing such errors in detail: provided, however, You acknowledge that some corrections of errors shall be dependent on the availability of same from the source of the applicable data.

#### 9. Limitation of Liability.

IN NO EVENT WILL HUMAN INFERENCE'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF FEES PAYABLE TO HUMAN INFERENCE PURSUANT TO THIS AGREEMENT (INCLUDING FEES BOTH PAID AND DUE) AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY. IN NO

EVENT WILL HUMAN INFERENCE BE LIABLE FOR ANY OTHER DAMAGES, WHETHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS AND LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnity.

You shall defend, indemnify and hold Human Inference harmless from and against any claim made by any third party which arises from or is in any way connected with Your use of any of the Service(s). Your obligations under this Section shall survive any termination of this Agreement.

11. Confidentiality.

The parties hereby agree that the terms and conditions of this Agreement, including all Exhibits hereto and any policies, customer information, business practices, pricing, plans and methods not in the public domain which may be known or disclosed to either party as a result of this Agreement, will be held in confidence and not disclosed to any third party for any reason whatsoever. You agree that You will not and will not permit Your clients to advertise or in any way publicly announce through any media that it has entered into this Agreement or has or will be using the Service(s), without the express prior written consent of Human Inference.

12. Infringement Indemnity.

A. If a claim of infringement has occurred, or in Human Inference's opinion, is likely to occur, then Human Inference may at its option and expense (i) procure for You the right to use the infringing data or (ii) replace or modify the infringing data so that the same is no longer subject to any such infringement claim. If neither of the foregoing solutions is available in Human Inference's judgment, then You may continue Your use of the Service(s) hereunder after the deletion of the infringing data therefrom. The parties agree to negotiate in good faith to determine any suitable adjustments to the fees applicable to the affected Service(s). If the parties cannot agree upon the terms for any such continued service, then upon written notice from one party to the other, either party can terminate this Agreement. Upon any such termination, Human Inference shall refund to You a prorated amount of any fees You have prepaid for a period after such termination takes effect.

B. Human Inference shall have no obligation under this Section to indemnify or defend You against a claim of infringement resulting from Your use, modification or alteration of the Service(s), or the combination of Service(s) with any product or service not provided by Human Inference. This Section 12 states Human Inference's entire liability to You including any claim of infringement of any proprietary rights of a third party.

13. Force Majeure.

Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer



hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

14. Notices.

Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

15. Miscellaneous Provisions.

A. The terms and conditions of this Agreement regarding payment, ownership of intellectual property, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement shall survive and continue in effect.

B. This Agreement shall be governed by and construed in accordance with the laws of Germany without giving effect to choice of law provisions.

C. The terms, covenants and conditions contained herein constitute the complete and exclusive statement of the terms hereof, and supersede all prior oral and written statements of any kind made by the parties or their representatives with respect to the subject matter hereof. In the event of any conflict between the terms and conditions of this Agreement, any Exhibit hereto and any Customer purchase order, the terms and conditions of the Exhibit shall prevail. No statement in writing subsequent to the date of this Agreement purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing by duly authorized representatives of both parties in a document making specific reference to this Agreement.

D. Neither party shall issue any press releases or other public or published statements or information regarding this Agreement or this relationship without the prior written consent of the other party, which consent may be granted or withheld in such other party's sole discretion.

ADDRESS CORRECTION SERVICE AGREEMENT

You acknowledge that You have entered into a Service(s) Agreement. This Address Correction Service Agreement is hereby incorporated into and made a part of the Service(s) Agreement.

Exhibit 1

Der Kunde ("You") ermächtigt Human Inference, im Rahmen der vertragsgegenständlichen Adresspflegemaßnahmen für den Kunden Adresspflegeverträge mit der Deutsche Post Adress GmbH & Co. KG, Am Anger 33, 33332 Güntersloh, abzuschließen.

Der Kunde wird insoweit direkter Vertragspartner von Post Adress.

Insofern akzeptiert der Kunde die AGB der Deutsche Post Adress GmbH & Co. KG für den Datenabgleich eigener Bestandsdaten mit POSTADDRESS MOVE, die AGB für den Datenabgleich mit moversPLUS bzw. die AGB für den Datenabgleich mit POSTADDRESS CLEAN.

Insbesondere akzeptiert der Kunde die vertragsstrafebewehrten Nutzungsbeschränkungen hinsichtlich der überstellten Daten.

Post Adress ist berechtigt, selbst oder durch einen von ihr beauftragten, zur Berufsverschwiegenheit verpflichteten Angehörigen der beratenden Berufe (Rechtsanwalt, Steuerberater, Wirtschaftsprüfer) die Einhaltung der Nutzungsbestimmungen zu überprüfen.

Die o.g. Post Adress-AGB sind jeweils vollständig unter [www.postaddress.de](http://www.postaddress.de) abrufbar.

Das Zustandekommen eines Vertrages zwischen der Deutsche Post Adress GmbH & Co. KG und Kunden über die Nutzung von POSTADDRESS MOVE, moversPLUS und POSTADDRESS CLEAN ist an unterschiedliche Voraussetzungen gebunden.

Folgende Voraussetzungen hat ein Kunde zu erfüllen:

- Bei idem Kunden darf es sich nicht um eine natürliche Person handeln
- Der Kunde muss **Dateneigner/Eigentümer der zu aktualisierenden Adressen und Leistungsempfänger** sein.
- Der Kunde darf nicht einer der folgenden Branchen angehören:
  - Direktmarketing-Dienstleister / Lettershops**
  - Listbroker**
  - Werbeagenturen**
  - Call-Center**
  - Detekteien/ Auskunftsteien**
  - Verwalter von Kundendaten**
  - Post-Dienstleister**
  - Unternehmen der Consulting-Branche**
  - Inkassounternehmen ohne Mitgliedschaft im BDIU**  
(Bundesverband Deutscher Inkasso-Unternehmen e. V.;  
hiermit existiert eine Post Adress-Rahmenvereinbarung)
- Der Kunde muss seinen Sitz in der Europäischen Union (EU)/im Europäischen Wirtschaftsraum (EWR) haben oder in einem Land, dass ein angemessenes Datenschutzniveau gemäß Art. 25 Abs. 6 der EU-DatSchRL 95/46/EG aufweist.

**Deutsche Post Adress GmbH & Co. KG**

Deutsche Post Adress AGB

<http://www.postadressglobal.com/de-de/agb/>

Deutsche Post Adress

[http://www.postadressglobal.com/de-de/wp-content/uploads/2013/02/AGB\\_Dt-Post-Adress\\_deutsch\\_08-2010.pdf](http://www.postadressglobal.com/de-de/wp-content/uploads/2013/02/AGB_Dt-Post-Adress_deutsch_08-2010.pdf)

POSTADDRESS MOVE

[http://www.postadressglobal.com/de-de/wp-content/uploads/2013/04/AGB\\_PA-MOVE\\_Einmalabgleich\\_03-2009.pdf](http://www.postadressglobal.com/de-de/wp-content/uploads/2013/04/AGB_PA-MOVE_Einmalabgleich_03-2009.pdf)

[http://www.postadressglobal.com/de-de/wp-content/uploads/2013/04/AGB\\_PA-MOVE-Bestandsabgleich\\_04-2009.pdf](http://www.postadressglobal.com/de-de/wp-content/uploads/2013/04/AGB_PA-MOVE-Bestandsabgleich_04-2009.pdf)

movers PLUS [http://www.postadressglobal.com/de-de/wp-content/uploads/2013/04/AGB\\_moversPlus\\_04-2009.pdf](http://www.postadressglobal.com/de-de/wp-content/uploads/2013/04/AGB_moversPlus_04-2009.pdf)

POSTADDRESS CLEAN

[http://www.postadressglobal.com/de-de/wp-content/uploads/2013/06/AGB\\_PA-CLEAN\\_03-2009.pdf](http://www.postadressglobal.com/de-de/wp-content/uploads/2013/06/AGB_PA-CLEAN_03-2009.pdf)

Exhibit 2

**AZ Direct GmbH**

AZ Direct AGB

<http://www.postadressglobal.com/de-de/agb/>

Adressen und Daten

[http://www.az-direct.com/site/fileadmin/dokumente/AGBs\\_Deutsch\\_032012/AGB\\_Adressen\\_und\\_Daten.pdf](http://www.az-direct.com/site/fileadmin/dokumente/AGBs_Deutsch_032012/AGB_Adressen_und_Daten.pdf)

Listbroking - Adresseigner

[http://www.az-direct.com/site/fileadmin/dokumente/AGBs\\_Deutsch\\_032012/AGB\\_Listbroking\\_Adresseigner.pdf](http://www.az-direct.com/site/fileadmin/dokumente/AGBs_Deutsch_032012/AGB_Listbroking_Adresseigner.pdf)

Listbroking mit dem

Werbetreibenden [http://www.az-direct.com/site/fileadmin/dokumente/AGBs\\_Deutsch\\_032012/AGB\\_Listbroking\\_mit\\_dem\\_Werbetreibenden.pdf](http://www.az-direct.com/site/fileadmin/dokumente/AGBs_Deutsch_032012/AGB_Listbroking_mit_dem_Werbetreibenden.pdf)

Auftragsdatenverarbeitung - Herstellung und Verarbeitung von Werbemitteln

[http://www.az-direct.com/site/fileadmin/dokumente/AGBs\\_Deutsch\\_032012/AGB\\_Auftragsdatenverarbeitung\\_Herst\\_Werbemittel.pdf](http://www.az-direct.com/site/fileadmin/dokumente/AGBs_Deutsch_032012/AGB_Auftragsdatenverarbeitung_Herst_Werbemittel.pdf)

Beratungs- und Agenturleistungen

[http://www.az-direct.com/site/fileadmin/dokumente/AGBs\\_Deutsch\\_032012/AGB\\_Beratungs\\_und\\_Agenturleistungen.pdf](http://www.az-direct.com/site/fileadmin/dokumente/AGBs_Deutsch_032012/AGB_Beratungs_und_Agenturleistungen.pdf)

Online-Leistungen

[http://www.az-direct.com/site/fileadmin/dokumente/AGBs\\_Deutsch\\_032012/AGB\\_Online\\_Leistungen.pdf](http://www.az-direct.com/site/fileadmin/dokumente/AGBs_Deutsch_032012/AGB_Online_Leistungen.pdf)

### Exhibit 3

Restrictions.

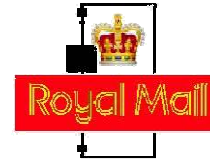
The following organisations, and types of organisation, are prohibited from using, or registering to use the Royal Mail "National Change of Address" service:

- Debt Collection Agencies
- Credit Reference Agencies for the purpose of credit referencing
- Police Forces
- Serious Organised Crime Agency
- HM Revenue & Customs
- The Intelligence services (these are primarily the Security Service, the Secret Intelligence Service and the Government Communications HG
- Scottish Crime and Drug Enforcement Agency
- Financial Services Authority
- Gangmasters Licensing Authority
- Home Office
- 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
- 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
- Foods Standards Agency
- Health & Safety Executive

Accordingly, the Client shall not use the Royal Mail "National Change of Address" service if it is any of the above organisations or types of organisation.

#### ADDRESS CORRECTION SERVICE AGREEMENT

You acknowledge that You have entered into a Service(s) Agreement. This Address Correction Service Agreement is hereby incorporated into and made a part of the Service(s) Agreement.



## **LICENCE RELATING TO THE NATIONAL CHANGE OF A DDRESS (NCOA) DATABASE**

### **END USER LICENCE**

**WARNING: Under n o circumstances will Royal Mail authorise the supply of Redirection Information to an End User prior to the Licen see having obtained the End User’s acc eptance of the ter ms of this Licence.**

**[Note: the means by which End Users sign up to this Licence may be electronic (for example, by way of a ‘clickwrap’ licence, where the End User accepts the ter ms by clicking an ‘I accept’ button electr onically) or in hard copy form.]**

#### **RECITALS:**

- A. Royal Mail has developed a computerised database of the na mes, old addresses and new addresses of Redirection Customers (as defined in clause 1.1 below).
- B. Royal Mail licenses the Licensee (as defined in clause 1.1 below) to use its database of Redire ction Information (as defined in clause 1.1 below ) to offer the Services (as d efin ed in clause 1.1 below) to End Users authorised by Royal Mail.
- C. The End User has requested that the Licensee provide the relevant Service(s) in order to update the End User’s customers’ addres s records contained in the End User’s Custo mer Database (as defined in clause 1.1 below). T he use of the Redirection Information is conditional upon the End User acc epting the terms of this Licen ce 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 Licensee under the terms of which Royal Mail licenses the Licensee to use Redirection Information for the provision

of the Services;

**“ Batch Processing”**

the automated electronic processing of Customer Records in a Customer Database against Redirection Records in the NCOA Database;

**“Change of Address Service”**

the change of address service which shall be provided by the Licensee to End Users in accordance with the Agreement, pursuant to which the Licensee carries out Batch Processing to find Tracking Matches and updates the name and address records which appear in its End Users’ Customer Databases and which match records of Redirection Customers by either: (i) replacing the address of the existing customer or prospective contact of the End User which forms part of the relevant Customer Record with the relevant New Address in the Customer Database; or (ii) appending the relevant New Address to that existing address in the Customer Database;

**“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 Licensee 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 NCOA Database and 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;

<b>“ Customer Database”</b>	an electronic compilation of Customer Records;
<b>“ Customer Record”</b>	the name and address of an existing customer or prospective contact 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;
<b>“ DPA”</b>	the Data Protection Act 1998, related statutory instruments, regulations or codes of practice, as from time to time amended, extended or re-enacted;
<b>“ Data Protection Requirements”</b>	the DPA, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them;
<b>“ End User”</b>	the owner or licensee of the relevant Customer Database who, as appropriate from the context, is either: (i) a customer of the Licensee which has entered into a contract with the Licensee for the supply of any of the Services; or (ii) a third party which has requested any such service and is a prospective customer;
<b>“ Intellectual Property Rights”</b>	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;
<b>“ Licence”</b>	this licence between the Parties;
<b>“ Licensee”</b>	the licensee providing any of the Services to the End User;
<b>“ Match”</b>	a Suppression Match or a Tracking Match;



<b>“ NCOA Database”</b>	a database containing Redirection Information selected, arranged and compiled by Royal Mail and stored on electronic media and including any updates to it;
<b>“ New Address”</b>	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;
<b>“ Old Address”</b>	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;
<b>“ Party”</b>	the End User or Royal Mail, as applicable  (together, the “Parties”);
<b>“ Permitted Purpose”</b>	updating existing Customer Records in the relevant Customer Database through Matches;
<b>“ Redirection Customer”</b>	a customer of the Redirection Service;
<b>“ Redirection Form”</b>	the application form for individuals who wish to use the Redirection Service;
<b>“ Redirection Information”</b>	in relation to each Redirection Customer, their name, Old Address and New Address extracted from the NCOA Database;
<b>“ Redirection Record”</b>	the name of a Redirection Customer together with that Redirection Customer’s Old Address;
<b>“ Redirection Service”</b>	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

Page 4

registered number 04138203 whose registered office is at 148 Old Street, London, EC1V 9HQ;

**“ Services”**

the Change of Address Service and the Suppression Service (or any one or both of such services as the context requires);

**“ Suppression Match”**

where through Batch Processing a Customer Record is matched to a Redirection Record and either: (i) the Customer Record is deleted on the Customer Database; or (ii) a permanent flag is provided against the address of the existing customer or prospective contact of the End User which forms part of that Customer Record in the Customer Database;

**“ Suppression Service”**

the suppression service which shall be provided by the Licensee to End Users in accordance with the Agreement, pursuant to which the Licensee carries out Batch Processing to find Suppression Matches and either: (i) deletes any Customer Record in the Customer Database which matches a Redirection Record; or (ii) provides a permanent flag against the address of the existing customer or prospective contact of the End User which forms part of that Customer Record in the Customer Database;

**“ Tracking Match”**

where through Batch Processing a Customer Record is matched to a Redirection Record and either:  
(i) the address of the existing customer or prospective contact of the End User which forms part of that Customer Record is replaced by the relevant New Address in the Customer Database; or (ii) the relevant New Address is appended to that existing address in the Customer Database; and

**“ 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; and
  - (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.

## **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 United Kingdom to use the Redirection Information for the Permitted Purpose, and in the manner set out below, from the Commencement Date until this Licence is terminated in accordance with the terms of this Licence. For the avoidance of doubt, the End User shall not 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 is owned or licensed by the End User for the End User’s own use and will not be sold or passed to third parties whether in part or whole. 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. The End User shall neither copy nor disaggregate the Redirection Information nor copy, decompile, or modify the software used in making or operating the NCOA Database, nor develop any database or service from such disaggregation or decompilation, save only to the extent permitted by applicable law. All back-up copies shall be subject to the terms and conditions of this Licence and shall be deemed to form part of the NCOA Database.
- 2.4. 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 for Matches, either directly or indirectly, and the End User must treat Redirection Information as Confidential Information.

- 2.5. 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 Suppression Match or a Tracking Match is immediately integrated into the Customer Records in the Customer Database;
  - (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.
- 2.6. The End User must pay the Licensee for all Matches it obtains through the Services.
- 2.7. The End User must upon five days prior notice grant the Licensee or Royal Mail or their respective agents reasonable access, during working hours, to its premises, accounts, computer systems and records (and permit the Licensee or Royal Mail or their agents to question employees) for the purpose of verifying the End User's compliance with its obligations under this Licence. The End User must supply any information which the Licensee or Royal Mail requests in writing in order to verify the End User is complying with its obligations under this Licence.
- 2.8. 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 Redirection Information;
  - (b) that the NCOA Database contains the names and addresses of all Redirection Customers; nor
  - (c) that the Redirection Information or NCOA 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 and any list or compilation of Redirection Information supplied to the End User and in the media on which it is supplied shall remain at all times the property of Royal Mail. In particular, Intellectual Property Rights in: a) Redirection Information; b) any back-up copies of Redirection Information; c) the structure, arrangement, composition and compilation of Redirection Information; and d) any item of work containing Redirection Information remain vested or will be vested (as appropriate) in Royal Mail. All rights in Redirection Information not expressly granted under this Licence are reserved to 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 Licensee'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 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 requirements of the DPA as they apply to its use of Redirection Information 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 European Economic Area 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 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.
- 7.6. Subject to clause 4.7, on the termination of this Licence, each Party shall return to the other all Confidential Information of the other which it may have in its possession or destroy the same.



## **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 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: 3<sup>rd</sup> Floor, Clippers House  
Royal Mail Salford  
Clippers Quay  
Salford  
Manchester M50 3NW

Email address: [datasales@royalmail.com](mailto:datasales@royalmail.com)

Telephone: 0845 6000098

- 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 Licensee 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.

Dated .....

Signed .....

For and on behalf of Royal Mail  
Group Limited

Position .....

Dated .....

Signed .....

For and on behalf of the End User

Position .....

## POSTCODE ANYWHERE SOFTWARE AS A SERVICE AGREEMENT

### Parties

This is an agreement between:

- (1) **Postcode Anywhere (Europe) Ltd** (Company Number: 3347926), with registered address at Waterside, Basin Road, Worcester WR5 3DA, trading as Postcode Anywhere (“**PCA**”); and
- (2) the **Customer**.

### Acknowledgment By The Customer

The Customer acknowledges and agrees to the following:

The Agreement governs the use of the Service by the Customer.

The individual accepting the Agreement, confirms that it is authorised to do so, as an agent on behalf of the Customer.

The Customer acknowledges that by accepting the Agreement, it will also be entering into separate licensing agreements with the respective third party Licensors (where applicable).

The Customer acknowledges that PCA’s third party data Licensors require:

- PCA to observe certain requirements in using their data (the Third Party Licences) to provide the Service; and
- PCA’s customers to comply with certain end user licence agreements (the Third Party EULAs).

Consequently, the Customer agrees that it will not undertake any activities which would result in any of the above arrangements (the Third Party Contracts) to be breached.

The Service are licensed to the Customer. The Services are, and remain the property of PCA and its third party licensors.

By in any way installing, activating, copying or otherwise using the Services, or any part of them, the Customer agrees to be bound by the terms of this Agreement. If the Customer does not agree to the terms of this Agreement, the Customer may not install, activate, copy or in any way use the Services, or any part of them.

### Installation And/Or Activation By An Authorised Reseller

If the Service is being installed and/or activated by the Authorised Reseller for the Customer's use, then the Authorised Reseller and the Customer each confirms that the Customer has appointed the Authorised Reseller as its agent to confirm acceptance of this Agreement on its behalf, and the Customer hereby agrees to be bound by this Agreement.

## Definitions & Interpretation

### Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

<b>"Account Code"</b>	means a unique code which is used to identify and manage a Customer's account.
<b>"Additional Liability Cap"</b>	has the meaning attributed to it in Clause 7.6.2.
<b>"Agreement"</b>	means this agreement.
<b>"Authorised Reseller"</b>	means an authorised reseller of PCA.
<b>"Customer"</b>	means the organisation named as the 'Customer' or 'Business' or 'Company' of the Authorised Reseller
<b>"Customer Cause"</b>	means any of the following causes:  <ul style="list-style-type: none"><li>(1) any improper use, misuse or unauthorised alteration of the Software or Service by the Customer;</li><li>(2) any use of the Service by the Customer in a manner inconsistent with PCA's instructions which are provided from time to time;</li><li>(3) the use by the Customer of any hardware or software not provided by PCA or approved by PCA in writing for use by the Customer in connection with the Service;</li></ul>
<b>"Database"</b>	means a third party database, access to the whole or part of which is made available to the Customer by PCA.
<b>"Defaulting Party"</b>	has the meaning attributed to it in Clause 8.11.
<b>"Effective Date"</b>	means the date that the contract formed by this Agreement comes into force, being the date that it is accepted by the Customer (whether via the Authorised Reseller or otherwise) on-line, or the date it is signed by both Parties.

<b>“External Use”</b>	means use of the Royal Mail data or services in any public facing website use.
<b>“Fault”</b>	means any failure of the PCA Offering to operate in all material respects in accordance with its Documentation.
<b>“Force Majeure Event”</b>	has the meaning attributed to it in Clause 9.1.
<b>“Internal Use”</b>	means use of the Royal Mail data or services in any non-public facing website use (including without limitation in relation to any CRM, ERP, intranet, extranet or internal office use).
<b>“Liability Cap”</b>	has the meaning attributed to it in Clause 7.6.1.
<b>“Licence Fee”</b>	means a payment to PCA for use of the Service, other than by way of a Credit or SLA Charge.
<b>"Licensor"</b>	means a third party licensor of the Database.
<b>"Parties"</b>	means the Customer and PCA.
<b>"Party"</b>	means the Customer or PCA (as applicable).
<b>"Password"</b>	means the password selected by the Customer (or on its behalf by the Authorised Reseller) to use the Service.
<b>“PCA”</b>	has the meaning attributed to it above.
<b>"PCA Offering"</b>	means that part of the Service which is owned and developed by PCA or its group companies, but for the avoidance of doubt, excludes: the Database; any third party data; any third party software; any third party materials; any third party services; any third party documentation; (for the avoidance of doubt, such exclusions also include any third party software, documentation, materials, services and documentation provided or made available by the Authorised Reseller).
<b>“PCA Privacy Policy”</b>	means PCA’s privacy policy, which is available from the PCA Website, as such policy is updated from time to time by PCA.
<b>"PCA Website"</b>	means any websites operated by PCA, which offer software or services, including the website with the url of: <a href="http://www.postcodeanywhere.co.uk">www.postcodeanywhere.co.uk</a>

<b>"Service"</b>	means the respective online service made available, or agreed to be made available, by PCA to the Customer pursuant to this Agreement.
<b>"Service Output"</b>	means any output response generated by the Service.
<b>"Subject Matter"</b>	has the meaning attributed to it in Clause 14.1.
<b>"Subscription Period"</b>	means the respective limited time period during which the Customer may use the respective Service, as determined by the payment made to the Supplier in respect of such Service.
<b>"Supplier"</b>	means PCA, or if the Customer is obtaining access to the Service via an Authorised Reseller, then it means the Authorised Reseller.
<b>"Terminating Party"</b>	has the meaning attributed to it in Clause 8.11.
<b>"Third Party Contracts"</b>	means the Third Party Licences and Third Party EULAs.
<b>"Third Party Licences"</b>	means the third party licences (which are available from the PCA Website) imposed by the Licensors on PCA in respect of the Service.
<b>"Third Party EULAs"</b>	means the third party end user licences (which are available from the PCA Website) which are stated as being applicable to the Customer's use of the Service.
<b>"Year"</b>	means a period of 12 months commencing from: the Effective Date; or from an anniversary of the Effective Date.

Interpretation

- 1.2 The headings contained in this Agreement are for convenience of reference only and shall not affect any interpretation.
- 1.3 References to "person" includes an individual, company, firm, partnership, government body, public body, charity, association, or other legal entity.
- 1.4 Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.
- 1.5 The words and phrases "including" and "in particular" shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible. Furthermore (except where already stated) such words shall be deemed to be immediately followed by the words "without limitation".
- 1.6 References to any statute or statutory provision shall include:

- 1.6.1 any subordinate legislation made under it; and
  - 1.6.2 any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.7 To the extent of any conflict or ambiguity between the provisions of the Agreement and the Third Party Contracts, the provisions of the Third Party Contracts shall prevail.

## 2 Subscription

### Grant of Licence

- 2.1 PCA hereby grants to the Customer the non-exclusive, non-transferable, revocable right for the Subscription Period to use the Service, subject to the terms and conditions referred to in this Agreement.
- 2.2 The Customer must pay the Authorised Reseller for the use of the Service.

### Prohibitions

- 2.3 This Agreement prohibits the Customer from re-selling (whether for free or by charging) the Service Output or Service.
- 2.4 The Customer agrees that it may not undertake any of the following acts (except to the extent expressly permitted by law or as expressly permitted separately in writing by PCA):
- 2.4.1 use the Service to provide any software or a service which competes with the Service;
  - 2.4.2 undertake any data cleansing activities other than to the extent expressly permitted by the respective Third Party Contracts;
  - 2.4.3 make use of the Service (whether through an application or an integration or otherwise) which would adversely affect the reputation of: PCA; the Licensors; or PCA's or the Licensors' services or offerings; or
  - 2.4.4 any act or omission which has the objective of circumventing the intention of any of the restrictions within the Agreement.

### Retention Of Title And Ownership Of The Software Materials

- 2.5 PCA and its third party licensors retain title and ownership of the software materials underlying the Service. No intellectual property rights (including without limitation copyright) are transferred pursuant to this Agreement other than the licence to use the Service as expressly granted by this Agreement. All rights in the Service not specifically granted in this Agreement are reserved by PCA and its licensors.

### Third Party EULAs

- 2.6 The Customer agrees that by requesting access to any third party software or data which is subject to a Third Party EULA, the Customer is entering into such Third Party EULA (where this is the intention of the Third Party EULA), and the Licensor will therefore have rights and remedies against the Customer pursuant to this Agreement and the Third Party EULA.
- 2.7 The Customer agrees that where it is entering into a Third Party EULA, it will bring any claims in respect of the third party software and data which is governed by that agreement, against the Licensor pursuant to the Third Party EULA and not against PCA.



### 3 Assurances

#### Provision Of Services

- 3.1 Subject to the other provisions of the Agreement, PCA agrees that:
- 3.1.1 during the respective Subscription Period, it has agreements in place with its Licensors, which confirm that it is licensed to provide access to the respective Services to the Customer;
  - 3.1.2 subject to Clause 3.7.1, it will use reasonable endeavours during the respective Subscription Period to:
    - 3.1.2.1 ensure that the software which is made available by PCA to be used as part of the Service is free of viruses;
    - 3.1.2.2 allow access to the respective Service during the relevant Subscription Period, subject to any maintenance, or matters outside PCA's reasonable control, as the Customer acknowledges that from time to time events may occur which affect the availability of the Service due to the nature of the internet, IT equipment and media;
    - 3.1.2.3 make available updates to the Database, where such updates are provided by its Licensors.

#### Errors In software And data

- 3.2 The Customer agrees to the following:
- 3.2.1 that software and data in general are not error-free and agrees that the existence of such errors in the Service or Service Output shall not constitute a breach of this Agreement;
  - 3.2.2 where the software integration code which is made available by PCA on the PCA Website, is provided on a free of charge basis, the Customer agrees that such software integration code is provided on an 'as is' basis, without any assurance (including without limitation any warranty) whatsoever, and therefore no assurance whatsoever is provided (without limitation) in respect of its suitability, performance, functionality, quality or otherwise. The Customer agrees that its sole and exclusive remedy in respect of such software integration code is to simply cease using such software integration code;
  - 3.2.3 where the software integration code which is made available by PCA on the PCA Website, is provided on a chargeable basis by PCA to the Customer, then the Customer agrees that such software integration code is provided solely on the basis that it will materially comply with its stated description on the PCA Website. If there is any issue with such software integration code where it fails to materially comply with its stated description on the PCA Website, then the Customer agrees that it will inform PCA of this fact (with reasonable details) in writing within 7 days of paying the licence fee in respect of such software integration code, and if PCA is unable to remedy the issue to achieve the afore-mentioned material compliance with the description on the PCA Website within 30 days of receiving the notification from the Customer, then the Customer's sole and exclusive remedy in respect of such software integration code, is a refund of the charges which the Customer paid to PCA in respect of such software integration code (with the Customer accepting that its licence to use such software integration code will terminate from the date of such refund);
  - 3.2.4 if any third party makes any updates to its software or platform, such that this causes an issue in respect of the Service, then the Customer accepts that this is not an issue with the Service

itself, nor a breach by PCA of any of its obligations under this Agreement. However, PCA may at its sole discretion, choose to provide any updates to the PCA Offering to address any compatibility issues caused by any third party changes.

#### Database

- 3.3 The Customer acknowledges that in view of the fact that the Database contains third party data, the data in the Database is provided on an 'as is' basis, and no assurance in respect of it is provided (including without limitation any assurance with regard to its correctness, accuracy, completeness, fitness for any purpose, or otherwise). This exclusion of assurances applies only to the extent permitted by law.

#### PCA Offering

- 3.4 PCA warrants for the respective Subscription Period that the respective Service is made available to the Customer, that the PCA Offering will function properly. In the event that the PCA Offering does not function properly, and the Customer notifies PCA of the non-compliance, PCA shall use reasonable endeavours to correct and provide within a reasonable period of time by patch or new release (at its option) that part of the PCA Offering which does not so comply, provided that such non-compliance has not been caused by:
- 3.4.1 any modification, variation, configuration or addition to the Service not performed by PCA (for the avoidance of doubt, any issues resulting from the acts or omissions of the Authorised Reseller are to be addressed by the Customer directly with the Authorised Reseller as PCA will not be liable for such issues);
  - 3.4.2 its incorrect use, abuse or corruption of the Service by the Customer or its third parties;
  - 3.4.3 use of the Service with other software, data or on equipment with which it is incompatible; or
  - 3.4.4 as a result of the third party updates referred to in Clause 3.2.4.

#### IPR Warranty

- 3.5 PCA warrants for the respective Subscription Period, that such software, documentation, data and services which form the PCA Offering, will not infringe any third party's intellectual property rights.

#### Exclusion Of Assurances Not Contained In This Agreement

- 3.6 The Customer acknowledges that PCA has provided various express assurances in this Agreement. Therefore, to the extent permitted by law, and except as expressly set out in this Agreement, PCA excludes all other assurances (including without limitation, warranties and conditions) with respect to the Service, including without limitation any assurances relating to satisfactory quality or fitness for any particular purpose.

#### Customer Obligations

- 3.7 The Customer agrees:
- 3.7.1 to have in place daily back-up and disaster recovery measures in respect of its and its third parties' (where third parties are permitted by PCA) systems and data with which the Services are used, and effective firewall together with virus prevention measures (with the Customer being responsible for virus scanning all of its interaction with the Services; and the Customer

being responsible for its own anti-virus protection measures to safeguard it against possible virus infection from use of the Services);

- 3.7.2 to supervise and ensure use of the Services in accordance with the terms of this Agreement;
  - 3.7.3 to ensure that no third party who is not authorised by this Agreement to access the Services, is provided with such access by the Customer (whether such access is provided deliberately or negligently);
  - 3.7.4 to ensure that any of the Customer's systems that rely upon the use of the Services for data entry or data lookup, also have a reasonable alternative manual means to continue to operate in the event that the Services are unavailable;
  - 3.7.5 to ensure that the Customer's technical implementation to use the Services, avoids binding to a single datacentre and instead uses the standard PCA load balanced service (details of how to do this are available upon request from PCA);
  - 3.7.6 that with regard to any use of the data or services relating to Royal Mail, the Customer must use the respective services in accordance with the Internal Use or External Use which has been authorised for the respective services, with the Customer acknowledging that there are differing charges applicable to whether the service is used for Internal Use or External Use, and it is the Customer's obligation to ensure that it has selected the correct licensing use option corresponding to its intended use by the Customer. If the Customer does not select the correct licensing option for its use, then without prejudice to PCA's and the Licensors' rights and remedies, the Customer will also make the additional payments pursuant to Clause 7.12.
  - 3.7.7 that PCA may block any Service use, which violate PCA's fair use policy in force from time to time;
  - 3.7.8 not to undertake any act or omission, or use or otherwise make available the Service in a way, which would cause PCA to be in breach of the Third Party Licences; and
  - 3.7.9 not to undertake any act or omission, or use or otherwise make available the Service in a way, which would cause the Customer to be in breach of the Third Party EULAs.
- 3.8 Without prejudice to PCA's and the Licensors' additional rights and remedies, to the extent that the Customer fails to comply with Clause 3.7.2, 3.7.3, 3.7.6, 3.7.8, 3.7.9, the Customer will immediately upon request pay to PCA such amount as is required by the Licensors to be paid by PCA for the Customer's non-compliance with the afore-mentioned provisions.

#### Mutual Reasonable Skill And Care

- 3.9 Each Party agrees to use reasonable skill and care in undertaking its obligations.

#### Authorised Reseller As Customer's Agent

- 3.10 The Authorised Reseller and Customer agree that any of the obligations of the Customer can be exercised by the Authorised Reseller on the Customer's behalf, with the Authorised Reseller acting as the Customer's agent in this respect.

## 4 The Service

#### Customer's Confirmation of Accuracy Of Registration Details

- 4.1 The Customer confirms that all information which it provides to use the respective Service and any additional information which it provides pursuant to this Agreement, will at the time it is provided (and will continue to) be accurate and complete. If the information becomes inaccurate, incomplete or misleading any time thereafter, then (without prejudice to PCA's additional rights and remedies), the Customer will promptly update its details in the Account Section, to ensure that its details remain accurate and complete. The Customer also agrees that it will promptly notify PCA in writing if it ceases to use, or changes, its Authorised Reseller.

#### Customer's Own Use Only & Audits

- 4.2 The Services are provided solely for the Customer's own use pursuant to this Agreement. The Customer is explicitly prohibited from reselling or attempting to resell the Service Output, or marketing or otherwise distributing the Service, without the explicit written permission of PCA.
- 4.3 PCA reserves the right to check the URL of the Customer's website which is using the Service to assist it in determining that the Service is being used in accordance with this Agreement.
- 4.4 The Customer agrees to provide: reasonable access to the premises, facilities and personnel of the Customer; and reasonable information; to allow PCA or the Licensors to verify that the Customer is using the Service in accordance with the provisions of this Agreement and the requirements of the Licensors. Furthermore, the Customer acknowledges that PCA may need to provide information in relation to the identity of the Customer and the Customer's use of the respective Service to the Licensors (and in the case of any data services using data from Ordnance Survey, then the disclosure requirement would also extend to Royal Mail Group plc, for the purposes of this Clause), as a requirement to allow the Customer to use the Licensor's data, software and materials. The Customer hereby expressly consents to such disclosure by PCA to the Licensors pursuant to this Clause 4.4, and for the respective Licensors to contact the Customer in relation to the Customer's use of the Licensor's licensed data, software and other materials.

#### Account & Technical Changes By PCA

- 4.5 PCA (acting reasonably) reserves the right to vary the technical specifications of the Service at any time, or change Account Codes or Passwords, giving the Customer as much notice as is reasonably possible.

## 5 Records

#### Visibility Of Records By The Customer

#### Visibility Of Records By The Supplier

- 5.1 The Customer acknowledges that PCA will (and the relevant Authorised Reseller may) be able to view certain of the details in the Account Section, together with other information related to the Customer's use of the Service (including without limitation, the Customer's Account Code and Licence Key).

## 6 Password Security

#### Confidentiality

- 6.1 The Customer shall maintain the confidentiality and security of its Passwords and any Account Code disclosed to it. The Customer shall notify PCA or the Authorised Reseller immediately if it believes that the Account Code or Password has been, or is reasonably likely to be, used in any unauthorised way.

### Changing The Details

- 6.2 If there has been unauthorised use of the Customer's account which is brought to PCA's attention, or if the Customer has forgotten the Password, then PCA may issue a new Account Code or Password to enable continued use of the Service (or alternatively PCA may disable the Customer's access to the Account Section and any Services, if PCA reasonably believes that the unauthorised use of the Customer's account is due to the wrongful or negligent acts or omissions of the Customer). This is without prejudice to PCA's additional rights and remedies against the Customer.

### Responsibility For Unauthorised Use

- 6.3 The Customer agrees that it is liable and responsible for all transactions undertaken using the Account Code or Password. With regard to any unauthorised transactions, these must be promptly reported to PCA, and except to the extent that such transactions have occurred due to the wrongful acts of the Supplier, the Customer accepts full responsibility and liability for such transactions.

## 7 Liability

### Caveat To Limitations And Exclusions Of Liability

- 7.1 Notwithstanding any provision to the contrary, nothing in this Agreement shall limit or exclude PCA's liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.

### Exclusions

- 7.2 Subject to Clauses 7.1 and 7.12, neither Party shall be liable in any circumstances to the other Party for consequential, special, incidental or indirect losses, or the following losses whether direct, consequential, special, incidental or indirect losses: loss of profits; loss of revenue; loss of turnover; loss of sales; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of software or data; (or any losses arising from a claim by a third party for any of the afore-mentioned losses); whether such losses arise under contract (including without limitation in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation, negligence), or otherwise. However, Clauses 7.2 and 7.6, do not operate to negate any express refund obligations explicitly stated to be accepted by PCA in Clause 8.14.1.

### Liability Limits

- 7.3 Where any software, data, documents or service is expressed to be provided on an 'as is' basis, or where PCA has expressly excluded its liability for the respective issue, then subject to Clause 7.1, PCA accepts no liability in such circumstances.
- 7.4 Subject to Clause 7.1, where any remedy is expressed to be a sole and exclusive remedy, then that respective remedy applies.
- 7.5 Subject to Clause 7.1, the liability limits in Clause 7.6 apply where:
- 7.5.1 the liability is not limited or excluded within the scope of any of Clauses 7.2 to 9.2 (inclusive).
- 7.6 Subject to Clauses 7.1 to 7.5 (inclusive) and 7.12, the aggregate liability of PCA for all claims arising under or in connection with this Agreement (whether arising under contract (including without limitation in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including

without limitation, negligence), or otherwise) shall be limited as follows in respect of the issues for which PCA is found liable:

- 7.6.1 in respect of the totality of all issues with the Services and Service Output, where the causes giving rise to the liability on the part of PCA occur within a particular Year, to a total aggregate amount of that respective Year's paid amounts by the Customer to the Authorised Reseller (the "**Liability Cap**") (for the avoidance of doubt, any amount spent from a Credit whether in the same or a different Year, will not constitute an additional amount of charges for the purposes of this Clause, as the purchase of the Credit counts towards the 'paid amounts' by the Customer to the Authorised Reseller, and therefore spending of Credits does not count, to avoid double-counting)), with such Liability Cap limiting PCA's collective liability for the totality of all such issues within that Year (and for the avoidance of doubt, if there are two issues within a Year, then the aggregate liability of PCA arising in respect of such 2 issues collectively, would equate to 100% of the charges paid in that respective Year and not 200% of the charges paid in that respective Year); or
- 7.6.2 in respect of the totality of all liability for collectively all other issues arising under or in connection with this Agreement, which are not limited by Clause 7.6.1, nor limited or excluded by any other provision of this Agreement, to the aggregate amount of £5,000 (the "**Additional Liability Cap**").
- 7.7 If the Customer has not paid any amounts invoiced in a particular Year, but suffers an issue in that Year for which PCA is liable, then for the purposes of Clause 7.6.1, the 'Liability Cap' for the current Year will equate to the greater of:
  - 7.7.1 £5,000; or
  - 7.7.2 the total amount paid by the Customer to the Authorised Reseller in the immediately preceding Year.

#### Customer's Acknowledgment

- 7.8 The Customer acknowledges that the charges in respect of this Agreement have been calculated on the basis that PCA will exclude and limit its liability as set out in this Agreement, and that the limitations and exclusions of liability in this Agreement are therefore reasonable.
- 7.9 Notwithstanding any provision to the contrary (but subject to Clause 7.1):
  - 7.9.1 the exclusions of liability in Clause 7 prevail; and
  - 7.9.2 PCA's liability under or in connection with this Agreement will not exceed the limits referred to in Clause 7; and
  - 7.9.3 where the Agreement refers to any limitation or exclusion of liability of PCA, such limitation or exclusion applies whether the respective liability arises under contract (including without limitation in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation, negligence), or otherwise.

#### Limitation Time Period

- 7.10 The Customer acknowledges that any claims which it wishes to pursue against PCA will be raised promptly. The Parties therefore agree that PCA shall not be held liable for any liability in respect of events occurring during the term of this Agreement, where the respective claim is not brought through legal proceedings against PCA within 12 months following the earlier of: (1) when the event giving rise to the cause of action arose; and (2) termination of the Agreement.

### Consequences For Exhaustion Of Liability Limits

- 7.11 The Parties agree that either Party may terminate the Agreement for convenience, if the Liability Cap or Additional Liability Cap becomes exhausted by the Customer successfully bringing claims against PCA (which are determined by a Court, or agreed between the Parties, as owing) for at least the total amount of the Liability Cap or the Additional Liability Cap. In such circumstances, such termination of itself will not give rise to any additional remedies nor refund rights.

### Customer's Additional Obligations In Respect Of Wrongful Actions

- 7.12 The Customer agrees that it will be liable for all amounts to (whether arising in respect of any or all of the following circumstances):

7.12.1 PCA and the Licensors in respect of, and relating to, any claim made against, or loss incurred or suffered by, PCA and/or the Licensors where this is wholly or in part attributable directly or indirectly to the Customer breaching any of the provisions of the Third Party Contracts. Furthermore, the Customer agrees that if PCA is required to pay any sums to any third party as a result of the Customer breaching any of the Third Party Contracts, then the Customer will, immediately upon notice, reimburse PCA in full with the amount which PCA has had to pay to such third party as a result;

7.12.2 PCA in respect of any breaches of PCA's or its third parties' intellectual property rights (including without limitation, copyright and trademarks); and

7.12.3 PCA for any breaches of the Agreement which are undertaken with the deliberate intention of breaching this Agreement (with the Customer being deemed to be aware of all of the provisions of this Agreement).

## 8 Term, Termination and Suspension

### Duration

- 8.1 The Agreement will commence on the Effective Date and continue in force until it is terminated in accordance with the provisions of the Agreement.
- 8.2 The licences granted to use the respective Services pursuant to the Agreement ) will be valid for the shorter of the following respective periods:
- 8.2.1 the expiration of the respective Subscription Period; or
  - 8.2.2 the specified period in the Account Section or invoice (or as otherwise agreed between the Parties in writing); or
  - 8.2.3 the termination of the Agreement.

### Temporary Suspension Of Service

- 8.3 PCA may temporarily suspend

the Service for emergency or urgent operational reasons, but where reasonably practicable, it will give the Customer advance warning of such suspension.

### Suspension For Abnormal Use

- 8.4 If PCA reasonably believes that the Customer's abnormal use of the Service or Software Materials is impairing the Service's performance or resulting in abnormal credit consumption (as reasonably determined by PCA), then PCA may suspend the Customer's access until the cause of the impairment has been resolved (such suspension will not affect the Customer's requirement to continue paying the relevant charges for the suspended Service).

Termination Or Suspension by PCA

- 8.5 PCA will have the right to suspend or terminate this Agreement immediately upon notice (however, suspension will occur automatically following email notification if any payment is not made by the respective due date by the Customer) if the Customer fails to comply with any provision of this Agreement (such suspension will not affect the Customer's requirement to continue paying the relevant charges for the suspended Service, nor will it extend the respective Subscription Period in respect of any credit; termination of the Agreement in such circumstances will also not entitle the Customer to any refund).
- 8.6 PCA may terminate the Agreement (in whole or in part) immediately upon notice to the Customer at any time, if:
- 8.6.1 PCA is no longer able to make available the Service (in whole or in part) due to the acts or omissions of the Licensors;
  - 8.6.2 any of the Third Party Contracts terminate for any reason;
  - 8.6.3 the Licensors vary their terms and conditions, requirements, or pricing in a manner which adversely affects PCA or the Customer;
  - 8.6.4 a Licensor claims that the use of the Database in the manner in which they are being used by PCA or the Customer is not permitted; or
  - 8.6.5 The Customer brings PCA or the Licensors into disrepute.
- 8.7 Without prejudice to Clause 8.6, PCA may terminate the Agreement for convenience on 90 days' notice to the Customer at any time, and in such event, PCA will provide a pro-rata refund in accordance with Clause 8.14.1.
- 8.8 The respective Third Party EULA will automatically terminate with immediate effect if the corresponding Third Party Licence is terminated, and consequently the respective Service which was subject to such Third Party Contracts will also automatically terminate immediately. PCA will provide prompt notice of such event to the Customer.
- 8.9 PCA may terminate the Agreement in whole or in part for convenience at any time upon written notice (with such termination being effective on the date specified in the respective notice), where such termination is necessary for PCA to comply with the Third Party Licences.

Termination By The Customer

- 8.10 The Customer may terminate the Agreement with immediate effect, if PCA is in material breach of this Agreement (however, where such breach is capable of remedy, the Customer must provide PCA with at least 30 days written notice (with express written reference to its right to terminate the Agreement pursuant to this Clause) allowing PCA to remedy the breach, and only if PCA does not remedy the breach within this time period, may the Customer terminate the Agreement).

Termination By Either Party



8.11 Either Party (the “**Terminating Party**”) may terminate the Agreement immediately by notice to the other Party (the “**Defaulting Party**”) if:

8.11.1 the Defaulting Party is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of the Defaulting Party, or if any arrangement, compromise or composition of the Defaulting Party’s debts is proposed or made by the Defaulting Party, or if the Defaulting Party enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings, or if any analogous event occurs in any other jurisdiction in which the Defaulting Party carries out its business;

8.11.2 the Defaulting Party unreasonably discloses any confidential information of the Terminating Party (or of the Licensor); (where any reasonable disclosure is necessary, then the disclosing Party will ensure that any such disclosure is subject to a reasonable duty of confidentiality being accepted by the third party recipient of such confidential information).

#### Consequences Of Termination

8.12 Termination of the Agreement is without prejudice to both Parties’ accrued rights and remedies.

8.13 The provisions of this Agreement which are expressed to, or intended to, survive termination, shall continue in full force and effect.

#### Refunds On Termination

8.14 Where:

8.14.1 the Agreement is terminated by PCA (other than directly or indirectly as a result of the wrongful acts or omissions of the Customer); or

8.14.2 the Agreement is terminated by the Customer pursuant to Clauses 8.10 or 8.11;

then the Customer will be entitled to a pro-rata refund of the amount of Licence Fees at the date of termination of the Agreement, to reflect the extent to which it is no longer able to use the respective Service for the unexpired Subscription Period, with such payment being calculated and determined by PCA acting reasonably. The Customer agrees that this is the sole and exclusive financial remedy of the Customer in such circumstances.

## 9 Force Majeure

9.1 If either Party is prevented from complying with its obligations due to any event beyond its reasonable control (such event being referred to as a “**Force Majeure Event**”) (including without limitation, any issues arising from the data, software or documentation supplied by the Licensors), it shall not be in breach of this Agreement nor otherwise liable to the other Party by reason of any delay in performance or non-performance of any of its obligations due to such events. However, this Clause does not excuse the Customer from complying with its payment obligations, nor from compliance with the Third Party Contracts, by itself claiming the benefit of a Force Majeure Event.

9.2 If a Force Majeure Event continues for a period of more than 14 consecutive days, then either Party may terminate the Agreement for convenience during the continuance of such Force Majeure Event. In such circumstances, both Parties acknowledge that there will be no compensation due from either Party to the other for termination in such circumstances.

## 10 Assignment And Subcontracting

- 10.1 The Customer may not assign this Agreement (whether in whole or in part) without the prior written consent of PCA (such consent not to be unreasonably withheld).
- 10.2 PCA may subcontract and assign any or all of its obligations and rights pursuant to this Agreement, without requiring the prior consent of the Customer.

## 11 Variations

- 11.1 No variation of this Agreement shall be effective unless it is in writing and is signed by an authorised representative of each Party, although any pricing arrangements tailored to the Customer may be expressly agreed by PCA by email.
- 11.2 Any discretion exercised by PCA from time to time, to afford the Customer any additional rights or benefits which are not afforded by the Agreement (in circumstances where such additional rights or benefits were the clear and deliberate intention of PCA), will only operate on that occasion and not operate as a variation of the Agreement with regard to any other occasions, unless otherwise expressly stated with the provisions of Clause 11.1 having been complied with.

## 12 Severability

- 12.1 If at any time any part of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected. In such circumstances, the Parties will use reasonable endeavours to substitute the omitted provision with a valid replacement which achieves to the closest extent reasonably and lawfully possible, the intention of the omitted provision.

## 13 Waiver

- 13.1 No provision of the Agreement shall be waived unless expressly stated otherwise in this Agreement in respect of any rights or remedies, or agreed to be waived by both Parties in writing; however, where a right must be exercised within a specified time period, then that right will be waived if it is not exercised within such time period. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by both Parties in writing.

## 14 Entire Agreement

- 14.1 This Agreement (which includes the relevant Third Party Contracts) contains the entire agreement between the Parties with respect to the subject matter of this Agreement (the “**Subject Matter**”) and supersedes and replaces all other written and oral communications between the Parties relating to the Subject Matter. Except for the express provisions in this Agreement (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. The Parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement, whether as an inducement to enter into this Agreement or otherwise. This Clause 14.1 operates subject to Clauses 14.2 and 14.3.
- 14.2 Notwithstanding any provision to the contrary in this Agreement, all implied: terms, conditions and warranties, (including without limitation those relating to satisfactory quality and fitness for purpose); whether:
  - 14.2.1 implied by statute, common law, custom, usage or otherwise; or

14.2.2 otherwise sought to be expressly incorporated (including without limitation where sought to be incorporated by any express provision of this Agreement); are hereby excluded to the maximum extent permitted by law. This Clause 14.2 operates subject to Clause 14.3.

14.3 Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes either Party's liability for fraudulent misrepresentations.

## 15 Law And Jurisdiction

15.1 This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts to which the Parties irrevocably submit.

## 16 Notices & Privacy Policy

### Notices

16.1 Any notices to PCA in relation to this Agreement, must be sent in writing to The Legal Department, Postcode Anywhere (Europe) Ltd, Waterside, Basin Road, Worcester WR5 3DA or by e-mail to [legals@postcodeanywhere.co.uk](mailto:legals@postcodeanywhere.co.uk). Notices will only be validly served pursuant to this Agreement by the Customer, where the notice has been sent by tracked delivery (which can be used to reasonably demonstrate that the notice was received by PCA) or where receipt of the notice is acknowledged in writing by PCA.

16.2 The Customer agrees that PCA and the Licensors may use the information gained pursuant to this Agreement in accordance with the PCA Privacy Policy.

# TERMS AND CONDITIONS THE NETHERLANDS

Thank you for using Data Improver. If you have any questions, please contact Support at the phone number or email address as provided on our website under “contacts”.

By using the Service(s), you indicate your acceptance of the following License Agreement.

\* IMPORTANT \*

The Service(s) are licensed by Human Inference B.V. only upon the condition that You agree to the terms and conditions set forth below.

**READ THIS SERVICES AGREEMENT CAREFULLY. YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT IF YOU INSTALL AND/OR USE THE SERVICE(S).**

If You do not agree to the terms contained herein, immediately and prior to use of the Service(s), contact Human Inference B.V. and the purchase price will be refunded.

## 1. Definitions.

Human Inference B.V. ("Human Inference") is the Licensor of the Service(s).

"You" means an end user of the Service(s), or a mailing service provider or other service bureau which is making use of the Services on behalf of a single client of its own. You excludes resellers, brokers, sales agents, marketers or distributors of data.

"Data" shall collectively mean and refer to data owned and licensed by Neopost CIM for the Service(s) that You may utilize, as indicated in Section 2.

"Service(s)" are the various Human Inference Service(s) that include proprietary data to which You are granted access pursuant to a license to use under Section 2 below. Service(s) may include any new products and services which hereafter may be permitted under this Agreement and incorporated herein. Service(s) may be seeded to detect any unauthorized use or duplication thereof.

“Agreement” means this agreement, including the Exhibits thereto.

“Exhibit” means any exhibit to this Agreement, which may be amended from time to time.

## 2. Service(s) License Grant.

Subject to the terms and conditions of this Agreement for the services specified below that You may choose to use, Human Inference hereby grants to You a non-exclusive, non-sublicensable, non-transferable, limited license to receive the Service(s) and use the Data for the purposes set forth below:

## 3. License Restrictions and Requirements.

### A. Human Inference Restrictions.

Human Inference may impose restrictions on the use of the Data to manage the integrity thereof and Human Inference's access to its data sources in light of issues concerning privacy, good taste, and other consumer related issues. You agree to strictly comply with all data use restrictions now or hereafter imposed by

Human Inference. You will undertake all necessary measures to ensure that Your use of the Service(s) complies in all respects with any such restrictions as notified by Human Inference prior to, on, or after Your acceptance of this License.

You acknowledge and agree, for yourself and for the data subjects of whom you have collected data, that part of the Services may include the transfer of data to Human Inference affiliate company Satori software's servers in the United States. As data controller, as such term is defined in the Wet Bescherming Persoonsgegevens, You remain at all times responsible for compliance with the provisions of such act, including obtaining consent from the data subjects to such transfer of personal data.

#### B. Third Party Restriction.

You agree not to provide the Service(s) or expose the Data to any third parties. This restriction shall include, without limitation, any third parties that maintain any consumer household database similar to the Service(s), or offer any services similar to those described herein that may be based upon or derived from any such database, without the prior written approval of Human Inference.

#### C. Derivative Works.

Except as expressly permitted hereunder, You shall not modify, further develop or create any derivative products from the Data. You shall not decompile, disassemble, reverse engineer or otherwise attempt to obtain any internal component of any Data.

#### D. terms and conditions of third-party licensors

You agree to apply to all terms and conditions of third-party licensors of Data which terms and conditions are set out in the Exhibits or can be accessed through the link in the Exhibit(s).

#### 4. Intellectual Property Rights.

Subject to the license rights granted herein, Human Inference and its third-party licensors (if applicable) retain all right, title and interest in and to the Services and the Data, and You acknowledge that you do not own or acquire any rights in or to the Service or the Data not expressly granted by this Agreement. You further acknowledge that Human Inference retains the right to use the Data for any purpose in Human Inference's sole discretion.

#### 5. Customer In-House File.

If any in-house file (the "I-H File") of Yours is provided to Human Inference for processing hereunder, Human Inference agrees to: (i) hold the I-H File in confidence; (ii) disclose the I-H File only to its employees, contractors and agents as required for use hereunder; and (iii) use the I-H File only in connection with services performed hereunder. You shall own all rights, title and interest in and to all of the I-H File and shall have sole responsibility for the legality and security of the I-H File.

#### 6. Payment.

##### A. Payment terms.

Payments for Service(s) will be on a pre-paid basis, paid at the time of the Service(s) request. Human Inference may, at its sole discretion and with prior arrangement, invoice You for payment. In the case of an invoice, all amounts shall be due and payable within thirty (30) days from the date of Human Inference's invoice. All amounts not paid by the due date thereof shall be subject to a service charge of the lower of one and one half percent (1-1/2%) per month or the highest rate under applicable law. You agree that You shall pay any and all reasonable attorney fees, court costs and other expenses incurred in the collection of any amounts owed by the You and not paid when due.

## B. Taxes.

You shall pay when due all sales, use and excise or similar taxes or levies related to this Agreement, exclusive, however, of taxes based on Human Inference's income. If any such tax for which You are responsible hereunder is paid by Human Inference, You agree to promptly reimburse Human Inference.

## 7. Term and Termination.

### A. Term.

This Agreement will remain in full force and effect for the duration of the Services, after which the Agreement will automatically terminate.

### B. Effect of Termination.

The termination of this Agreement will not affect the rights or liabilities of the parties with respect to the Services already sold under the Agreement, or any indebtedness then owing by either party to the other.

## 8. Warranty and Remedies.

The Service(s) are not warranted as being error free, and are not warranted as including all available do not call information. THE SERVICE(S) ARE PROVIDED "AS IS" AND "AS AVAILABLE". HUMAN INFERENCE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. Human Inference's sole obligation and Your sole remedy under this Agreement is the correction of any errors in the Service(s) which are made known to Human Inference by written notice from You describing such errors in detail: provided, however, You acknowledge that some corrections of errors shall be dependent on the availability of same from the source of the applicable data.

## 9. Limitation of Liability.

IN NO EVENT WILL HUMAN INFERENCE'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF FEES PAYABLE TO HUMAN INFERENCE PURSUANT TO THIS AGREEMENT (INCLUDING FEES BOTH PAID AND DUE) AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL HUMAN INFERENCE BE LIABLE FOR ANY OTHER DAMAGES, WHETHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS AND LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. Indemnity.

You shall defend, indemnify and hold Human Inference harmless from and against any claim made by any third party which arises from or is in any way connected with Your use of any of the Service(s). Your obligations under this Section shall survive any termination of this Agreement.

## 11. Confidentiality.

The parties hereby agree that the terms and conditions of this Agreement, including all attachments hereto and any policies, customer information, business practices, pricing, plans and methods not in the public domain which may be known or disclosed to either party as a result of this Agreement, will be held in confidence and not disclosed to any third party for any reason whatsoever. You agree that You will not and will not permit Your clients to advertise or in any way publicly announce through any media that it has entered into this Agreement or has

or will be using the Service(s), without the express prior written consent of Human Inference.

## 12. Infringement Indemnity.

A. If a claim of infringement has occurred, or in Human Inference's opinion, is likely to occur, then Human Inference may at its option and expense (i) procure for You the right to use the infringing data or (ii) replace or modify the infringing data so that the same is no longer subject to any such infringement claim. If neither of the foregoing solutions is available in Human Inference's judgment, then You may continue Your use of the Service(s) hereunder after the deletion of the infringing data therefrom. The parties agree to negotiate in good faith to determine any suitable adjustments to the fees applicable to the affected Service(s). If the parties cannot agree upon the terms for any such continued service, then upon written notice from one party to the other, either party can terminate this

Agreement. Upon any such termination, Human Inference shall refund to You a prorated amount of any fees You have prepaid for a period after such termination takes effect.

B. Human Inference shall have no obligation under this Section to indemnify or defend You against a claim of infringement resulting from Your use, modification or alteration of the Service(s), or the combination of Service(s) with any product or service not provided by Human Inference. This Section 12 states Human Inference's entire liability to You including any claim of infringement of any proprietary rights of a third party.

## 13. Force Majeure.

Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

## 14. Notices.

Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

## 15. Miscellaneous Provisions.

A. The terms and conditions of this Agreement regarding payment, ownership of intellectual property, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement shall survive and continue in effect.

B. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without giving effect to choice of law provisions.

C. The terms, covenants and conditions contained herein constitute the complete and exclusive statement of the terms hereof, and supersede all prior oral and written statements of any kind made by the parties or their representatives with respect to the subject matter hereof. In the event of any conflict between the terms and conditions of this Agreement, any Exhibit hereto and any Customer purchase order, the terms and conditions of the

Exhibit shall prevail. No statement in writing subsequent to the date of this Agreement purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing by duly authorized representatives of both parties in a document making specific reference to this Agreement.

- D. Neither party shall issue any press releases or other public or published statements or information regarding this Agreement or this relationship without the prior written consent of the other party, which consent may be granted or withheld in such other party's sole discretion.

#### ADDRESS CORRECTION SERVICE AGREEMENT

You acknowledge that You have entered into a Service(s) Agreement. This Address Correction Service Agreement is hereby incorporated into and made a part of the Service(s) Agreement.



## Exhibit 1

# Addendum Terms and Conditions use of Dutch Consumer Check

## 1 DEFINITIES

In deze Overeenkomst wordt gebruik gemaakt van de volgende definities, zowel in enkelvoud als in meervoud:

- 1.1 Algemene Voorwaarden:** de Algemene Voorwaarden Cendris, waarvan een exemplaar beschikbaar is via Cendris.nl.
- 1.2 Afnemer:** natuurlijke of rechtspersoon die van Human Inference, of de Aan Human Inference Gelieerde Ondernemingen (zoals Neopost) het gebruik van één van de Human Inference producten, waarin de NCB data zijn vervat, in sublicentie verkrijgt uitsluitend ten behoeve van eigen gebruik binnen de Europese Unie in overeenstemming met hetgeen is bepaald in deze Overeenkomst en via de Algemene voorwaarden van Cendris.

## 2 Verplichtingen

- 2.1 Afnemer verplicht zich tot het uitsluitend gebruik van de NCB data voor dataonderhoud van consumentengegevens.
- 2.2 Afnemer zal adequate voorzieningen van technische en organisatorische aard treffen ter beveiliging van de geleverde postcodes, geboortejaren en de geleverde NAW(T), tegen onbevoegde kennisneming, wijziging of verstrekking aan derden.
- 2.3 Afnemer zal de NCB data en/of unieke sleutels niet zodanig aanwenden dat daarmee in strijd wordt gehandeld met het door Cendris kenbaar gemaakt gebruiksdoel van de NCB data, of in strijd handelen met de goede naam van Cendris, Koninklijke PostNL B.V., of van de andere bronleveranciers van het Nationaal Consumenten Bestand waaruit de NCB data worden betrokken.
- 2.4 Afnemer zal de ter zake van het gebruik van de NCB data geldende wettelijke regels in acht nemen waaronder begrepen doch niet beperkt tot de Wet bescherming Persoonsgegevens en de Telecommunicatiewet alsmede overige wettelijke verplichtingen als nader uiteengezet.

## 3 Overige wettelijke verplichtingen

- 3.1 Afnemer staat er voor in dat de door Human Inference geleverde NCB data en unieke sleutels niet door haar zullen worden gebruikt op een wijze:
  - a) dat daarmee de privacybelangen van de met NAW(T) verrijkte opgenomen natuurlijk personen worden geschaad, bijvoorbeeld doordat het 'bel-mij-niet'-register of andere wettelijke regels met betrekking tot het 'bel-mij-niet'-register (zoals het ontdebelen) niet in acht worden genomen;
  - b) dat in strijd wordt gehandeld met het door Cendris kenbaar gemaakte gebruiksdoel;
  - c) welke in strijd is met enige wettelijke bepaling en/of richtlijnen van de DDMA en andere brancheorganisaties.

- 3.2 Indien Afnemer op grond van artikel 35, lid 2 van de Wet bescherming persoonsgegevens een verzoek ontvangt van een natuurlijk persoon voor het recht van inzage met betrekking tot de herkomst van persoonsgegevens, zal Afnemer dit verzoek onverwijld schriftelijk of telefonisch doorgeven aan Human Inference, om haar in staat te stellen te voldoen aan het recht van inzage van de degene op wie het persoonsgegeven betrekking heeft door direct met de natuurlijke persoon in contact te treden. De benodigde contactgegevens kunnen worden gevonden op de contactpagina van de Human Inference website.

#### **4. Intellectuele Eigendom**

- 4.1 Tenzij uitdrukkelijk anders overeengekomen blijven de intellectuele eigendomsrechten (waaronder begrepen auteursrechten en databankrechten) van alle in het kader van deze Overeenkomst aan een Partij ter beschikking gestelde producten (waaronder software, gegevens en gegevensbestanden) bij de verstreckende Partij en worden deze niet aan de ontvangende Partij overgedragen.
- 4.2 De ontvangende Partij is niet gerechtigd om de producten te kopiëren of op andere wijze te vermenigvuldigen, dan wel deze op welke wijze dan ook openbaar te maken, anders dan overeenkomstig hetgeen daarover in deze Overeenkomst is bepaald. Voor zover de producten uit gegevens of gegevensbestanden bestaan, mogen deze niet worden "opgevraagd" of "hergebruikt" in de zin van de Databankenwet, behoudens voor zover dit noodzakelijk is ter verwezenlijking van het overeengekomen gebruik van die gegevens of gegevensbestanden.
- 4.3 Zonder voorafgaande schriftelijke toestemming is het Partijen niet toegestaan om logo's, merken, handelsnamen of andere intellectuele eigendommen van elkaar te gebruiken in de communicatie (advertenties en andere reclame-uitingen daaronder begrepen) met derden.
- 4.4 Onverminderd het bepaalde in de Algemene Voorwaarden van Cendris of Human Inference is Human Inference gerechtigd deze Overeenkomst tussentijds met onmiddellijke ingang en zonder rechterlijke tussenkomst en zonder daarmee tot enige schadevergoeding gehouden te zijn te beëindigen door middel van een daartoe gericht aangetekend schrijven, indien
- Afnemer buiten de grenzen treedt van de aan haar toegestane gebruiksdoeleinden dan wel anderszins inbreuk maakt op de (intellectuele eigendoms)rechten van Human Inference of Cendris.
- 4.5 Bij alle uitingen, in welke vorm dan ook, die Afnemers initiëren en waarin Cendris en/of Koninklijke PostNL B.V. worden genoemd en/of het logo, een (beeld)merk, (handels)naam, huisstijl of andere uiting van (één van) voornoemde partijen wordt gebruikt, zal Afnemer voordat de uiting wordt geplaatst de schriftelijke toestemming moeten verkrijgen van Cendris. Dit houdt tevens in dat er niet gebeld mag worden namens Cendris en/of PostNL. Afnemers mogen wel vermelden dat Cendris en/of PostNL als één van de bronnen voor haar diensten fungeert.