

InfoLogic / Royal Mail

Privacy Policy, Terms & Conditions

www.postcodeaddressfile.co.uk Version 23/12/09

Privacy Policy

www.postcodeaddressfile.co.uk is an InfoLogic company and as such follows the Direct Marketing Associations Guides and is registered with the Information Commissioners' Office (ICO). As such we will not under any circumstance share, loan or provide any information / data collected without the sole authorisation of the provider / person / organisation that provided said data.

We use third-party advertising companies to serve ads when you visit our website. These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and would like to know your options in relation to not having this information used by these companies, click here.

Standard Terms & Conditions

1. GENERAL

In so far as the context admits these terms and conditions are deemed to be incorporated into any agreement entered into with InfoLogic for the provision of any service or product. For avoidance of doubt, InfoLogic agrees to offer services and advice either through it's web site or otherwise and users agree to use InfoLogic's services and web site.

2. DEFINITIONS

In this Agreement the following expressions shall have the following meanings: -“this Agreement” means the terms and conditions set out hereunder and overleaf “Bureau” means any third party which is responsible to the Client and/or the User and which is to assist the Client and/or the User in using the Services “the Client” means the individual, firm or limited company specified herein to whom the Services are to be provided “the Information” means any information (in whatever form) (including without limitation any list of names and addresses of individuals and/or businesses) contained in the Media “the Media” means the records, tapes or other materials and documents upon which the Information is communicated to the Client “the Services” means the Media and the services to be provided by InfoLogic in accordance with this Agreement (details of such services being set out overleaf) “the User” means that individual firm or other party as may be specified overleaf that is to use the Services.

3. CONTRACT TERMS

Subject to Clause 17 hereunder this Agreement and any other agreement between InfoLogic and the Client shall be upon the terms and subject to the conditions set out below and overleaf to the

exclusion of any other terms and conditions whether or not the same are endorsed upon delivered with or referred to in the order or any other document delivered sent or otherwise disclosed by the Client to InfoLogic. The Client acknowledges that it has not relied upon any representations or warranties made by InfoLogic save as expressly provided in this Agreement.

4. PAYMENT OF CHARGES

4.1 The charges payable for the Services (“the Charges”) shall be as specified overleaf.

4.2 InfoLogic may at its option require the Charges to be paid (either in full or part) before the Services are provided to the Client but otherwise the Charges shall be due and payable to InfoLogic within 28 days of the date of InfoLogic’s invoice.

4.3 Interest at an annual rate of 3% above Barclays Bank plc’s base rate from time to time shall accrue daily and be calculated on a daily basis on any sum overdue from the date of invoice until payment in full of the Charges (whether before or after any judgment)

4.4 Unless expressly stated otherwise the Charges shall be exclusive of VAT (which for the avoidance of doubt shall be payable at the prevailing rate by the Client in accordance with the terms and conditions hereof)

4.5 The Client shall have no right to set-off against InfoLogic in respect of any claims it may have against InfoLogic (whether in connection with this Agreement or otherwise)

4.6 Additional charges shall be payable for any additional services, which the Client requires InfoLogic to provide subsequent to any quotation given by InfoLogic.

4.7 All delivery and handling charges shall be payable by the Client

4.8 In the event that InfoLogic agrees (as indicated overleaf) to give the Client any credit in respect of the Charges the Client acknowledges that such credit is given by InfoLogic strictly on condition that the Client pays to InfoLogic not less than £1,500 (one thousand five hundred pounds) during each discrete period of 12 (twelve) months commencing on the date of this Agreement (and thereafter each anniversary of such date) during the duration of this Agreement (“the Minimum Value Figure”).

4.9 In the event that at the expiry of any period of 12 months referred to in clause 4.8 there is a shortfall between the Charges actually paid by the Client and the Minimum Value Figure InfoLogic shall be entitled to invoice the Client such shortfall and the Client shall then pay such shortfall within 28 days from the date of such invoice.

5. QUOTATIONS

5.1 Any quotations made by InfoLogic are made on the basis that all services quoted for will be ordered and in accordance with costs prevailing at the time of quotation. Quotations and the Charges are subject to amendment at InfoLogic’s discretion on or at any time after acceptance in order to meet any increase in such costs (due to whatever cause)

5.2 InfoLogic may correct any Charges payable under this Agreement and invoices in respect thereof where typographical or other errors have been made.

6. COPYRIGHT

Property and the copyright (and all other intellectual property rights) in the Media and the Information (other than any information which was passed to InfoLogic by the Client in connection with the Services or which has been obtained from any third party by InfoLogic) shall at all times remain vested in InfoLogic

7. CONFIDENTIALITY

7.1 The Client undertakes:

7.1.1 that it shall not (without the prior written consent of InfoLogic) re-use copy reproduce publish or transmit the Information (or any part thereof) in any manner whatsoever.

7.1.2 that it shall not disclose communicate or make available the Information or any confidential information (as defined below) to any third party provided always that the Client shall be permitted to disclose the Information to any User and/or Bureau specified in the Agreement solely in accordance with Clause 8.4 below.

7.1.3 (without prejudice to Clause 7.1.2 above) that it shall not provide the whole or any part of the Information as part of any directory or other product or service for distribution to third parties

7.1.4 For the purposes of sub-clause 7.1.2. hereof the expression "Confidential Information" shall mean (as the context may require):-

7.1.4.1 any information concerning InfoLogic's trade secrets or business dealing transactions or affairs which may come to the notice of the Client and/or

7.1.4.2 any information or know-how relating to the methods or techniques used by InfoLogic in devising and developing the Services and any tapes documents or other materials comprising any part of such information and/or know-how made available by InfoLogic hereunder

7.1.5 The provisions of sub-clause 7.1.2. hereof shall not apply to any Confidential Information to the extent that the Client is required to divulge the same by a Court tribunal or governmental authority with competent jurisdiction or the information is in the public domain or such information has been received independently from a third party.

8. USAGE

8.1 Unless otherwise agreed in writing by InfoLogic the Information shall be used by the Client once only and within 6 months of being supplied by InfoLogic and only for the purposes relating to the Client's marketing purposes as specified more particularly overleaf provided that the Client shall be entitled to use the Information subsequently in respect only of those individuals and/or businesses which become bona fide customers of the Clients by use of the Information in accordance with this Agreement.

8.2 It is a condition of this provision of the Services that prior to such provision the Client shall specify, in writing to InfoLogic the full name and address of the User and the Bureau and such information concerning such User and Bureau as InfoLogic shall reasonably require together with the estimated date upon which the Information is intended for use and the purposes of such use. The Client agrees that InfoLogic may withhold the provision of the Services to the Client when InfoLogic has reasonable justification for doing so. The Client acknowledges that the Information may contain data licensed to InfoLogic by third parties (in respect of data licensed by each such third party a "Third Party Database") and that InfoLogic is contractually restricted from sub-licensing the whole or substantially the whole of any Third Party Database in one single selection of records or in several selections to a single sub-licensee either alone or together with its affiliates. InfoLogic reserves the right (without incurring any liability to the Client) to withhold performance of the Services and/or the provision of any data to the Client to the extent that InfoLogic reasonably considers this to be necessary in order to comply with this restriction and/or any other obligation of InfoLogic to any such licensor of a Third Party Database.

8.3 A reasonable time prior to such use the Client shall provide to InfoLogic a sample of all promotional material to be delivered to any and all names and address included within the Information and the Client further expressly agrees that it shall not send out any promotional material if so required by InfoLogic.

8.4 Subject always to sub-clause 7.1. above the Client may use the Information for the bona fide business purposes of the User and may provide the Information to the User and/or Bureau solely for such purposes to be carried out but the Client shall procure that the User and the Bureau shall (where the context so admits) fully comply with the obligations of the Client under this Agreement as if they were each a party hereto (without limitation including the provisions of Clause 7.1 hereof) and shall supply the User and Bureau with a copy of these terms and conditions.

8.5 The Information will contain a number of check names and addresses in order to monitor the usage and to ensure that the Information is used in accordance with this Agreement

8.5.1 The Client agrees that (and shall procure that the User and/or Bureau shall agree that) InfoLogic shall be entitled to publicise or disclose to third parties the existence of or the outline of the subject matter of this Agreement

8.5.2 Where the Information is used in contravention of the provisions of this Agreement the Client shall be liable to pay InfoLogic a sum equivalent to the value of the Charges on each occasion that the Information is so used which sum shall be payable in accordance with the provisions of Clause 4.2 above.

8.5.3 The Client expressly agrees and acknowledges that the provisions of sub-clause 8.5.2 above shall operate by way of liquidated damages and are a genuine pre-estimate of InfoLogic's loss in such circumstances all Media must be returned to InfoLogic within one month of use.

9. LIMITATION OF LIABILITY

9.1 While reasonable endeavours will be made by InfoLogic to provide the Services in accordance with any delivery date or manner specified and to ensure that the Information is accurate InfoLogic does not warrant the accuracy or fitness for any particular purpose of the Information (or any part

thereof) and not does it warrant or guarantee the results of any exercise carried out by the Client and InfoLogic shall not be liable to the Client for any loss damage costs or expenses suffered or incurred by the Client (and/or the User and/or the Bureau) by reason of the Services not being provided on the said dates or the said manner or any Information being inaccurate or in the event of any defect in our failure of any activity.

9.2 Without prejudice to any other provision contained in this Agreement:

9.2.1 InfoLogic shall not be liable (whether in contract or in negligence or tort or otherwise) for any indirect or consequential loss of any kind whatsoever.

9.2.2 InfoLogic shall not be liable for loss of profit or loss of business or increase in or failure to reduce bad debt or loss of business opportunity suffered by the Client (and/or the User and/or the Bureau) as a result of or arising out of the use of the Services or otherwise in connection with this Agreement

9.2.3 InfoLogic's maximum aggregate liability hereunder whether for breach of this Agreement or otherwise and whether or not arising from the negligence of InfoLogic or any other person involved directly or indirectly in the provision of the Services shall not exceed an amount equal to the Charges (exclusive of VAT) payable to InfoLogic hereunder in respect of the particular service and or provision the subject of such breach or other claim.

9.2.4 The provisions of sub-clauses 9.1 and 9.2 above shall not apply to any liability in respect of death or personal injury arising out of the negligence of InfoLogic its servants or agents.

9.3 The Client hereby expressly agrees that time shall not be of the essence in relation to InfoLogic's obligations under this Agreement and that upon leaving the premises of InfoLogic the Media shall be at the risk of the Client

10. INDEMNITY

The Client shall indemnify and keep indemnified InfoLogic from and against any and all liability loss claims demands costs or expenses of any kind whatsoever which it shall at any time suffer or incur

11. STATUTORY REQUIREMENTS

11.1 The Client undertakes that it shall not use the Information for any unlawful purpose and that at all times it shall comply fully with all relevant statutory requirements and regulations from time to time in force (including without limitation the provisions of the Data Protection Act 1998 and any subsequent amendments thereto or re-enactments thereof)

11.2 The Client undertakes to work within all of the relevant codes of practice for the advertising industry including without limitation. "The Promotion Practice" and "The Advertising Associations "Standards of Practice" in List and Database Management (as such codes are amended and re-drafted from time to time)

12. EXCLUSION OF WARRANTIES AND REPRESENTATIONS

Save as expressly provided in this Agreement or to the extent that it is unlawful for any said representations, terms, warranties or conditions to be excluded InfoLogic makes or includes no representations, terms warranties or conditions (whether express or implied (by statute or otherwise) in connection with the Services or use thereof by the Client and/or User and/or Bureau or otherwise in connection with the Agreement)

13. TERMINATION

InfoLogic shall be entitled to terminate this Agreement immediately by written notice to the Client if:

13.1 The Client is guilty of any material breach of the provisions of this Agreement.

13.2 The Client has had a bankruptcy order made against it or has made an arrangement or composition with its creditors or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver manager administrator received appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding-up of the or for the granting of an administration order in respect of the Client or any proceedings have been commenced relating to the insolvency of the Client

13.3 The Termination of this Agreement shall be without prejudice to the rights of InfoLogic either party accrued prior to such termination or any provision, which by its terms is intended to survive the termination of this Agreement (including without limitation Clause 6 Clause 7 and Clause 9 hereof)

14. FORCE MAJEURE

Notwithstanding anything herein contained neither party shall be under any liability to the other in respect of any failure to perform or delay in performing any of its obligations hereunder which is due to any cause of whatsoever nature beyond its reasonable control and no such failure or delay shall be deemed for any purpose to be a breach of this Agreement

15. ASSIGNMENT AND SUB-CONTRACTING

The rights granted to the Client hereunder are personal to it and the Client shall not assign or grant any rights in respect of or otherwise deal in the same InfoLogic shall be entitled to assign or sub-contract the provision of the Services (or any part thereof) to any third party and reference in the terms and conditions to InfoLogic shall be deemed to include reference to such assignee or sub contractor

16. WAIVER

Failure or delay by either party to enforce any of the provisions of this Agreement shall not operate as a waiver of any of its rights hereunder or operate so as to bar the exercise or enforcement thereof at any time or time

17. VARIATION

This Agreement constitutes the whole of the terms agreed between the parties hereto in respect of the subject matter hereof and supersedes all previous negotiations understandings or representations and shall be capable of being varied only by instrument in writing signed by a duly authorised representative of each of the parties hereto

18. SEVERANCE

This Agreement is severable in that if any provision hereof is determined to be illegal or unenforceable by any Court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement

19. LAW

This Agreement shall be governed by and construed in accordance with English Law and the parties hereto agree that the English Courts shall have exclusive jurisdiction.

Addendum to Standard Terms & Conditions:

Terms of Use

Please read these terms and conditions ("Terms of Use") relating to your use of this web site; ('www.infologic.biz') (the "Site"). By accessing the Site you are agreeing to the terms that appear below. These Terms of Use are in addition to (but in no way supersede) the terms of the contract you agreed with us when you ordered product or services.

Who We Are

The Site is owned and operated by InfoLogic ("us" or "we"). InfoLogic is a company, its head office is at 14 Swan Road, West Drayton, Middlesex, UB7 7JY. [If you have any questions or queries about this Site or relating to these terms please use the relevant contact details set out on the Contact Us link featured throughout the web site.]

Content

All intellectual property rights in all the materials contained in the Site, the data and any other products available for download from the Site (the "Content") including but not limited to patents, copyright, database right and trademarks belong to us or our licensors.

The Content includes a number of trade marks including InfoLogic that are owned by us or our licensors. By making the trade marks available on the Site we are not granting you any licence to copy, download or reproduce them without written permission from InfoLogic or our partners.

Warranty and Liability

In respect of the Site under no circumstances will we be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill

or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the Site regardless of the form of action.

Whilst we shall use reasonable care and skill to ensure that you are able to run counts and selections or extract download our data and/or products available from the Site and that the Site is continuously available we do not warrant that the provision of the Content or the Site will be uninterrupted or error free and/or that defects will be corrected.

Any Content that you download to your computer or otherwise obtain through the Site is at your own discretion. You will be solely responsible for any damage to your computer or any of your data that results from you downloading any of the Content. We exclude all warranties (whether express or implied) to the extent that we are legally allowed to exclude them.

Passwords and Security

You acknowledge and agree that control of and security of identification codes and passwords used to access the Content and/or the Site (collectively the "Client ID") are your sole responsibility and that we shall have no liability whatsoever to you. You agree that you will inform us immediately on becoming aware of any unauthorised use and/or disclosure of the Client ID, or if any equipment used by the Client to access the Content is stolen;

Your Privacy

We take your privacy very seriously and aim to comply with the relevant provisions of UK data protection legislation. Any information given to us by you or collected by us during your use of the Site is only used in accordance with the terms of the contract agreed between us.

Other Matters

If any provision of these terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this notice, which shall remain in full force and effect.

Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.

These terms shall be governed by, and construed in accordance with, English law. You agree that the Courts of England shall have exclusive jurisdiction to settle any dispute that may arise out of, under, or in connection with these terms.

We may make changes to any part of the Site or the Content (including these terms) at any time. We will notify you of any changes to these terms by including them below (see "Changes to Terms"). By using the Site after the date of any change you are agreeing to the changes. If you do not agree to any changes you should not use the Site after the date of any changes that you do not accept.

TERMS RELATING TO POSTCODE ADDRESS FILE (PAF), POSTCODE FILE and POSTZON END USERS

1. DEFINITIONS

1.1 Where the context so admits, the following words and expressions shall have the following meanings:

“Alias”

means the file known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Delivery Point’ and ‘County Alias’ details;

“Associated User”

means a business End User that has entered into and operates in accordance with an Associated User Contract;

“Associated User Contract”

means a written contract between an Associated User and an End User that has established or that operates an Associated User Network, and which (i) authorises the Associated User to undertake Business Network Activities; and (ii) obliges such End User to provide know-how and/or technical and/or business support to the Associated User; and (iii) sets out commercial methods or standards specified by that End User and obliges the Associated User to operate according to such commercial methods or standards; in each case in a manner which is consistent throughout the Associated User Network;

“Associated User Network”

means a network, established or operated by an End User, of businesses comprising that End User and a minimum of ten (10) Associated Users (unless otherwise agreed in writing with the Solutions Provider) each of which has an Associated User Contract with that End User;

“Associated User Product”

means a Product (other than an End User Per Click Product, Password Function Product or a Look Up Service) supplied or to be supplied by the Solutions Provider to an End User for use by that End User and the Associated Users participating in that End User’s Associated User Network;

“Bureau Services”

means any activity which involves the processing of an End-User Database using the Data and includes:

(a) the verification of an existing Record in the End-User Database as being the same as the entry on the Data;

(b) the amendment of an existing Record in the End-User Database to correct the address so that it contains the same information as the entry on the Data;

(c) the standardisation of an existing Record in the End-User Database into a “PAF format”;

(d) the flagging or marking of an existing Record in the End-User Database as being the same as the Data;

(e) adding further information derived from the Data to an existing Record in the End-User Database; and

(f) extracting duplicate existing Records in the End-User Database;

but does not include Data Creation;

“Business Network Activities”

means marketing, distributing, supplying, reselling or providing information to, or obtaining enquiries or orders from, third party Service Recipients or potential Service Recipients, in each case in respect of the products and/or services supplied in accordance with a common identity and business format or method which is specified in the Associated User Contract.

“Confidential Information”

means any information of a confidential or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, computer software and data, physical objects and samples) relating to the business, operations, customers, processes, budgets, product information, know-how and strategies of either party or Royal Mail;

“Data”

means PAF and/or Alias and/or Postzon and any extracts from or updates to any of the same, that the End-User has elected to receive pursuant to the terms of this Licence Agreement as supplied or contained in any product or service supplied by the Solutions Provider or the Third Party Solutions Provider;

“Data Creation”

means the use of the Data whether incorporated in a Product or Service or otherwise to create a new Record or Records not already held on any database or mailing list owned by or licensed to the End-User;

“Data Storage Medium”

means the format on which the Data is supplied to the End-User;

“Delivery Point”

means a postal address (business or residential) to which mail is delivered;

“Delivery Point Suffix (DPS)”

means a 2-character code (one alpha one numeric) which evaluates each Delivery Point to be uniquely identified. To enable customers to apply a barcode correctly to mail, the Postcode and DPS are required along with a Checksum Digit. The Checksum Digit can be accessed via a small programme which will generate it automatically;

“End-User”

shall mean the person entering into this Licence Agreement or an agreement of which these terms form part with a Solutions Provider or Third Party Solutions Provider;

“End-User Database”

means the End-User’s existing electronic compilation of records, database or mailing list;

“End-User Per Click Product”

means a Product whereby the End-User operates a website (or a technical equivalent) which offers products and services to its service recipients and which can capture, verify, update or amend an address or postcode entered by a Service Recipient;

“European Commission Approved Transfers”

means transfers of personal data: (a) within the European Economic Area (b) to such other countries as are approved from time to time by the European Commission as having an adequate level of protection for personal information or (c) which are protected by legislation or frameworks within other countries where such legislation or frameworks have been approved by the European Commission as having an adequate level of protection for personal information;

“Excluded Product”

means those products which are licensable pursuant to a Specific Use Licence Agreement;

“Excluded Service”

means those services which are licensable pursuant to a Specific Use Licence Agreement;

“Intellectual Property Rights”

means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“Internal User Per Click Product”

means a Product whereby the End-User accesses certain of the Data by way of Transactions and only for its own internal use;

“Licence”

shall have the meaning attributed to it in Clause 2 below;

“Licence Agreement”

means the body of this agreement together with its annexes (if any);

“Look Up Service”

means a Product whereby the End-User offers a service to its Service Recipients by telephone, mobile telephone, PDA, on the internet or through other technical equivalents which allows a Service Recipient to obtain individual addresses or Postcodes for such Service Recipient's own personal use;

"PAF"

means the database, or any part of it, known as the 'Postcode Address File' containing all known address and Postcode information in the United Kingdom as may be amended from time to time. 'PAF' is a registered trade mark of Royal Mail;

"Password Function Product"

means a Product for supply to an End-User whereby each User within that End-User is granted an individual distinct password to enable it to access that Product for the End-User's own internal business use only, and which is stored on the Solutions Provider's Systems;

"Per Click Mechanism"

means a mechanism to count the number of Transactions;

"Postcode"

means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify a Delivery Point or a number of Delivery Points;

"Postcode Area"

means the outward part of the Postcode comprising the first two alphabetic characters;

"Postzon"

means the database or any part of it known as "Postzon" which Royal Mail owns or is otherwise authorised to use and which combines a postcode and coded identifiers describing, inter alia, country, county and local authority electoral ward, Ordnance Survey grid references and NHS codes as amended from time to time;

"Product"

means any product (including Special Products), other than an Excluded Product, with functionality, software or services additional to the Data itself, which incorporates or is created using the Data or any part of the Data and which may: (i) be produced in any form, including any device, solution, software or database; (ii) be in written form or produced electronically; and (iii) be provided to End-Users to be stored on individual Users, on the End-User's System(s), or on the Solutions Provider's or Third Party Solutions Provider's (as the case may be) System(s) for the purpose of remote access by the End-User;

"Record"

means an individual entry in or to be made in a collection of data containing a Delivery Point or details of part of a Delivery Point. A Record may also contain a business or consumer name;

“Remote Access Product”

means a Product which is stored on the Solutions Provider’s or Third Party Solutions Provider’s (as the case may be) System(s) for the purpose of remote access by the End-User;

“Royal Mail”

means Royal Mail Group Limited;

“Service”

means any service, other than an Excluded Service, in connection with the Data;

“Service Recipient”

means a recipient of products or services from the End-User, whether a fee-paying customer or otherwise. For the avoidance of doubt, such recipient must be a third party and not a representative of the End-User itself;

"Solutions Provider"

means a person licensed by Royal Mail to obtain copies and updates of the Data from Royal Mail to enhance its own Products and Services for supply to End-Users and to licence Third Party Solutions Providers for the same purposes;

“Special Product”

means any or all of the End-User Per Click Product, Password Function Product, Look Up Service, Internal User Per Click Product and Associated User Product;

“Specific Use Licence Agreement”

means the Royal Mail licence agreement for the licensing of the Data (or part thereof) for specific navigation services use or purposes and as is currently known as “PAF – Navigation Services Use”;

“System”

means a server or other storage device owned or controlled by any one of the Solutions Provider, Third Party Solutions Provider or End-User (as appropriate);

“Term”

means the period agreed between the Solutions Provider or Third Party Solutions Provider (as the case may be) and the End-User;

"Third Party Solutions Provider"

means a person licensed by Solutions Providers to obtain copies and updates of the Data from Solutions Providers to enhance its own Products and Services to supply to End-Users;

“Transaction”

means each return of up to a maximum of one hundred (100) Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) in response to a query relating to a Postcode and/or Delivery Point. For the avoidance of doubt, the intention of the parties is that one (1) Postcode or Delivery Point will be selected from those returned in response to such a query and as such further searches within the return of up to one hundred (100) Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) are not considered to be a further “Transaction”; and

"User"

means an individual work station or terminal or hand-held or otherwise portable device within an End-User’s organisation which has access to the whole or part of the Data, which shall include indirect access via the supply by the Solutions Provider or Third Party Solutions Provider of their Products and/or Services.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

1.3 Unless otherwise stated, a reference to a clause or schedule is a reference to a clause of or a schedule to this Licence Agreement. In the event of any inconsistency or conflict between any provisions of the clauses and any provision of the annexes, the former shall prevail, but only to the extent of the relevant conflict or inconsistency.

1.4 Clause headings are for ease of reference only and do not affect the construction of this Licence Agreement.

1.5 Any references in this Licence Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2. LICENCE

The End-User may use the Data in the Product or Service as provided to the End-User by the Solutions Provider or the Third Party Solutions Provider (as the case may be) on a non-exclusive, non-transferable, revocable basis, for the Term (unless terminated earlier), in accordance with the terms of this Licence Agreement.

3. REGISTRATION

The End-User shall complete the End-User Registration Form that is provided to it and return it to the Solutions Provider or the Third Party Solutions Provider (as the case may be) within seven (7) days of entering into this Licence Agreement.

4. LIMITATIONS ON USE OF THE DATA BY END-USERS

4.1 The End-User shall use the Data within the End-User's organisation only except as and only to the extent expressly permitted pursuant to this Licence Agreement.

4.2 Subject to clause 4.3 and the remainder of this clause 4.2, the End-User shall use the Data provided to it as part of a Product or Service by the Solutions Provider or Third Party Solutions Provider (as applicable) only in exercising the functionality and purpose of that same Product or Service. The End-User may use the Data in relation to any other product or service provided that it has the prior written consent of the Solutions Provider or Third Party Solutions Provider (as appropriate) and in such case each such product or service shall be deemed to be a Product or Service (as appropriate). For the avoidance of doubt, the appropriate additional licence fees shall be payable as if it was such a Product or Service.

4.3 The End-User shall not use any of the Data or any Product or Service to create its own products or services containing any of the Data to provide or offer to any third party, except as expressly permitted by the terms of this Licence Agreement. The End-User shall not copy, reproduce, extract, publish or reutilise the whole or any part of the Data for, or transfer, sell, let, lend, or otherwise part with possession of the whole or any part of the Data to, or relay or disseminate the whole or any part of the Data to, any other person or organisation, except as is expressly permitted by the terms of this Licence Agreement.

4.4 The End-User may make a reasonable number of back-up copies of the Data for security and disaster recovery purposes. The End-User may only use such archived back-up copies of the Data for archive retention and retrieval purposes. The End-User shall ensure that its employees, agents and sub-contractors comply with the terms of this clause.

4.5 The End-User shall upon reasonable prior notice grant Royal Mail and its agents reasonable accompanied access during working hours to its premises, accounts and records relevant to this Licence Agreement for the purposes of verifying and monitoring the End-User's compliance with its obligations under this Licence Agreement.

4.6 The Parties' attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the "Data Protection Requirements"). The End-User acknowledges that Royal Mail is the data controller in respect of any personal data in the Data. Royal Mail and the Solutions Provider acknowledge that the End-User is the data controller in respect of any personal data in its own database whether it has been cleansed, modified or had Bureau Services carried out in relation to it (in each case in accordance with this Licence Agreement) or otherwise. The End-User agrees it will not do or omit to do any act which would place it, the Solutions Provider or Royal Mail in breach of the Data Protection Requirements and each Party warrants 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 Agreement. The End-User agrees that it shall:

4.6.1 implement appropriate technical and organisational measures to protect personal data within the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;

4.6.3 promptly refer to Royal Mail (either directly or indirectly via the Solutions Provider and/or Third Party Solutions Provider (if appropriate)) any queries relating to the personal data within the Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail to resolve;

4.6.4 promptly upon request from Royal Mail provide such information to Royal Mail as Royal Mail may reasonably require to allow it to comply, in relation to the personal data within the Data, with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner; and

4.6.5 ensure that if, during the term of this Licence Agreement, it intends to make any transfers of personal data within the Data which are not European Commission Approved Transfers, then it shall, prior to any such transfer, obtain Royal Mail's consent and at the End-User's own cost provide such further information and sign such further documents, agreements or deeds as Royal Mail may require to ensure the adequate protection of the personal data.

For the purposes of this clause 4.6 "data controller", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Act 1998.

4.7 The End-User shall ensure that any changes to the number of Users in relation to any Product or Service are notified to the Solutions Provider or the Third Party Solutions Provider (as the case may be) and that the number of Users does not exceed that permitted by the number and type of licences granted to the End-User. The End-User shall have a mechanism or process in place to ensure that the number of Users accessing the Data does not exceed the number and type of licences granted to it.

4.8 Save as permitted in this clause 4.8, the End-User shall not provide the whole or any part of the Data or allow the provision of or access to the same to any sub-contractors of the End-User. The Solutions Provider shall be permitted to provide the Data or allow the provision of or access to the Data to its sub-contractors solely for the purposes of using such Data to provide services to the End-User which are for the purposes of the provision of data storage and/or information technology services to the End-User or where such sub-contractor is otherwise acting on behalf of the End-User for the End-User's own internal business purposes, provided that:

4.8.1 the Solutions Provider has given its prior written consent to the End-User's use of such sub-contractor (such consent not to be unreasonably withheld); and

4.8.2 such sub-contractor has entered into a written agreement with the End-User on terms which are no less onerous than and which do not grant more extensive rights than those contained in this Licence Agreement in relation to the Data and which:

(i) includes termination provisions equivalent, as between End-User and its sub-contractor, to those set out in this Licence Agreement and which provide that the agreement will automatically terminate if this Licence Agreement is terminated or if the End-User otherwise ceases to be licensed to use and/or permit the sub-contractor to use the Data;

(ii) contains provisions relating to confidentiality and to the ownership and protection of the Data and Intellectual Property Rights subsisting in and/or relating to the same,

which are no less onerous than and which do not grant more extensive rights than those contained in this Licence Agreement, including (without limitation) clauses 2 (Licence), 4 (Limitations on Use of the Data by End-Users), 7 (Liability) and 8 (Property Rights in the Data); and

(iii) enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999; and

4.8.3 the End-User shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own and shall be responsible for all loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with such sub-contractor's use of or access to the Data.

4.9 Nothing in this Licence Agreement shall permit the End-User, through the receipt or carrying out of Bureau Services, to use, or permit the use of the Data, for Data Creation.

4.10 The End-User may only receive Bureau Services from the Solutions Provider and/or carry out Bureau Services subject to the limitations in clauses 4.10.1 to 4.10.3 below and only for the purposes permitted in clauses 4.10.1 to 4.10.3 below, and provided also that it complies with the provisions of this Clause 4.10:

4.10.1 The End-User shall not receive nor carry out Bureau Services in relation to any database other than its own End-User Database.

4.10.2 Where Bureau Services have been performed in relation to the End-User Database in accordance with this Licence Agreement that End-User Database may:

- (i) be used by the End-User for its own internal use; and
- (ii) subject to clause 4.10.3, be supplied by the End-User to any third party and thereafter by any third party to any other third party;

in each case provided that each End-User Database upon which the Bureau Services are performed and each copy thereof (whether supplied to a third party or otherwise) shall include the following notice or, where the Solutions Provider (having received consent from Royal Mail) gives its prior written consent, such other notice that is substantially the same:

"This database (or part thereof) has been processed in accordance with Royal Mail's relevant licence terms against databases known as [PAF, Alias and Postzon] [delete database name if not applicable] in which Royal Mail owns or is authorised to use the intellectual property rights therein. As a result of such processing this database contains current postcodes and addresses as of [insert date of last update]. You shall reproduce this notice on any and all copies you make of this database."

4.10.3 Where Bureau Services have been performed in relation to the End-User Database in accordance with this Licence Agreement that End-User Database may not be supplied by the End-User to any third party (or thereafter by any third party to any other third party) where such End-User Database is a single End-User Database or part of a series of connected End-User Databases comprising all or substantially all the Delivery Points in the United Kingdom.

For the purposes of this clause 4.10.3:

(i) the meaning of “substantially all” can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;

(ii) a database comprising “substantially all” the Delivery Points in the United Kingdom shall include (but not be limited to) any database comprising seventy percent (70%) or more of the Delivery Points in the United Kingdom from time to time; and

(iii) the meaning of “series of connected databases” shall include (but not be limited to) databases directly or indirectly derived from a single database.

4.10.4 The End-User may include the following statement, provided only that its use is reasonable, on its business stationery and publicity material: “[Name of Royal Mail Solutions Provider/Third Party Solutions Provider/End-User] processes databases against Royal Mail’s PAF, Alias and Postzon databases.”

4.10.5 The use of the statements set out in Clause 4.10.4 is not permitted after the date of expiry or termination of this Licence Agreement.

4.10.6 The End-User shall, upon request from the Solutions Provider, advise it of the details of all third parties to whom the End-User has supplied an End-User Database upon which the Bureau Services have been performed. For the avoidance of doubt, this does not include the details of other third parties to which that End-User Database was supplied by the third parties that were supplied it directly by the End-User.

4.11 The End-User shall ensure that its employees, agents and sub-contractors comply with the terms of this Clause 4.

5. ADDITIONAL TERMS FOR SPECIAL PRODUCTS

5.1 General

(a) Where the End-User purchases a Special Product then the provisions of this Clause 5 shall apply, in addition to the other terms and conditions of this Licence Agreement.

(b) Except as and only to the extent expressly permitted pursuant to this Licence Agreement, the End-User shall not use any Special Product or the whole or any part of the Data as contained in the Special Product to:

(i) produce or assist in the production of its own products for sale to a third party including (without limitation) Special Products;

(ii) offer any Look Up Service to a third party;

(iii) otherwise offer any elements of the Data (including individual addresses and/or Postcodes) as contained in the Special Product (including any Delivery Points) to a third party; or

(iv) shall not use any Special Product to perform Bureau Services for any third party.

(c) If the End-User wishes to carry out any of the activities set out in Clause 5.1(b), then the End-User must contact Royal Mail and enter into a separate agreement dealing with the appropriate

licensing and licence fees. The End-User must not carry out any of such activities until it has completed this process.

5.2 End-User Per Click Product

(a) Where the End-User uses an End-User Per Click Product, the End-User shall:

(i) only use the End-User Per Click Product to carry out Transactions for the purpose of capturing, verifying, updating or amending details entered by a Service Recipient or prospective Service Recipient on the End-User's website and only for the purpose of despatching a product or for the provision of a service that is offered on such website to the Service Recipient;

(ii) ensure that the End-User Per Click Product is configured in such a way that a request is initiated by a Service Recipient of the End-User via the End-User's website to verify, update or amend a single address or Postcode entered by that Service Recipient on the End-User's website. Upon receipt of that request, the System upon which the End-User Per Click Product is stored (whether this is the End-User's or the Solutions Provider's System) must respond by returning a correct address or Postcode or confirming that the address inputted is correct;

(iii) where the End-User Per Click Product is stored on its own System, and except where it is required by the Solutions Provider to pay only an annual fee rather than fees on a per Transaction basis, control access to that System by means of transaction management software. The transaction management software must include the Per Click Mechanism to count the number of Transactions and must ensure that the number returns of Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) in any Transaction shall be no more than one hundred (100);

(iv) except where it is required by the Solutions Provider to pay only an annual fee rather than fees on a per Transaction basis, monitor the number of Transactions performed and report this accurately to the Solutions Provider;

(v) not use the Data, or any part of it, as contained in the End-User Per Click Product elsewhere in its organisation or for any purpose other than to operate the End-User Per Click Product.

(b) The End-User shall not use the End-User Per Click Product for any other purpose other than as permitted in Clause 5.2(a) and shall not pass on any part of the Data obtained as a result of using the End-User Per Click Product to any third party unless expressly permitted in accordance with this Licence Agreement.

5.3 Password Function Product

Where the End-User has been supplied with the Password Function Product (which is a Remote Access Product only), the End-User shall ensure that single passwords are not shared between Users.

5.4 Look Up Service

(a) Where the End-User provides a Look Up Service, the End-User shall:

(i) at all times have possession and control of the Data and under no circumstances shall the End-User pass the same to any of its Service Recipients or other third party other than as expressly permitted by this clause 5.4;

(ii) only offer the Look Up Service as a look-up service, which enables its Service Recipients to search for an individual address and/or postcode;

(iii) ensure that access to the Look Up Service is controlled by means of transaction management software. This transaction management software must include the Per Click Mechanism to count the number of Transactions and must ensure that the number returns of Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) in any Transaction shall be no more than one hundred (100);

(iv) only provide the information set out in clause 5.4(a)(ii) above in response to an enquiry submitted by a Service Recipient contacting the End-User;

(v) only permit each Service Recipient to submit fifteen (15) enquiries to the look up service each day and shall only provide responses to fifteen (15) such enquiries per day from each Service Recipient; and

(vi) where it provides the Look Up Service over the internet it must only offer the Look Up Service on its own website and not on any third party website and it must provide its Service Recipients with the "Service Recipient Licence" set out at Annex 3B.

5.5 Internal Use Per Click Product

(a) Where the End-User has been supplied with an Internal Use Per Click Product it must use this only for own internal use and not for the supply of any Data by to any other person, and it shall:

(i) only order one Internal Per Click Product per annum;

(ii) only carry out a maximum of five hundred (500) Transactions per annum using that Internal Use Per Click Product; and

(iii) ensure that access to the Internal Use Per Click Product is controlled by means of transaction management software. This transaction management software must include the Per Click Mechanism to count the number of Transactions and must ensure that the number of returns of Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) in any Transaction shall be no more than one hundred (100).

5.6 Associated User Product

(a) Where the End User has established or does operate an Associated User Network and receives or uses an Associated User Product supplied by the Solutions Provider then it shall be liable to pay to the Solutions Provider the appropriate fee relating to the Associated User Product and this shall be on behalf of itself and all the Associated Users that are members of its Associated User Network. That End User also must comply with and ensure that the Associated Users comply with the following conditions:

(i) the Associated User Product may only be used by the End User and the Associated Users that participate in its Associated User Network, and only for the purposes of capturing, completing and/or verifying address details of Service Recipients or potential Service Recipients whose details will be entered by such End User and/or Associated Users;

(ii) the Associated User Product must only be operated on that End User's System and must only be accessible by the Associated Users that participate in its Associated User Network and over a secure electronic connection with technical restrictions to prevent use by any other person;

(iii) the Associated User Product must only be used in connection with the supply or offers of supply of products and/or services supplied in accordance with a common identity and business format or method which is specified in the Associated User Contract and/or the provision of information on those products and/or services, in each case to Service Recipients or potential Service Recipients.

(b) Where the End User has established or does operate an Associated User Network and receives or uses an Associated User Product supplied by the Solutions Provider then it shall enter into a written agreement with each Associated User that participates in its Associated User Network on terms equivalent to and which are no less onerous than and which do not grant more extensive rights than those contained in the "End-User Agreement" which it entered into with the Solutions Provider (including, without limitation, those provisions relating to the licensing and limitations on the use of the Data, termination, confidentiality, liability and property rights in the Data) and which:

(i) ensures that each Associated User which receives or uses an Associated User Product then it shall not be liable to pay a fee to the Solutions Provider relating to that Associated User Product except where this has not been paid by the End User that established or that operates the relevant Associated User Network;

(ii) permits the Associated User to use the Associated User Product only for the purposes of capturing, completing and/or verifying address details of Service Recipients or potential Service Recipients whose details the Associated User enters;

(iii) permits the Associated User to access the Associated User Product only on the System of the End User that established or that operates the relevant Associated User Network and only over a secure electronic connection;

(iv) permits the Associated User to use the Associated User Product only in connection with the supply or offers of supply of the products and/or services supplied in accordance with a common identity and business format or method which is specified in the Associated User Contract and/or the provision of information on those products and/or services, in each case to Service Recipients or potential Service Recipients;

(v) enables Royal Mail to directly enforce its terms by virtue of the Contracts (Rights of Third Parties) Act 1999; and

(vi) ensures that the End-User that has established or that operates the Associated User Network shall remain primarily responsible for the acts and omissions of the Associated Users as though they were its own and shall be responsible for all loss or damage (whether direct or indirect

or consequential) howsoever arising out of or in connection with such Associated Users' use of or access to the Data.

(c) On request from the Solutions Provider the End User that has established or that operates an Associated User Network shall: (i) notify the Solutions Provider in writing of all Associated Users that participate in that End User's Associated User Network; (ii) provide the Solutions Provider with copies of the agreements between such End-User and the Associated Users that participate in that Associated User Network; and (iii) provide evidence to the Solution Provider's reasonable satisfaction which shows that an End User that it identifies as an Associated User is a genuine Associated User; and in each case such End-User shall permit the Solutions Provider to provide the same to Royal Mail.

6. FEES

6.1 The Solutions Provider acknowledges that the fees that it is charged by Royal Mail in relation to the Data and its subsequent usage by End-Users are the same as are charged generally to all solutions providers operating under the same or similar terms. Such fees may be decreased or increased by Royal Mail on or around 31st August each year. The current fees are, and any varied fees will be, made publicly available by Royal Mail by being published on its website, which is currently at www.royalmail.com, from time to time. The Solutions Provider acknowledges that it is not under any obligation to Royal Mail to charge certain fees to the End-User.

7. LIABILITY

7.1 Royal Mail does not in any way warrant the accuracy or completeness of the Data and shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this Licence Agreement or its termination, except to the extent that such liability may not be lawfully excluded.

7.2 Royal Mail is not liable in any way in respect of any Data, Products or Services provided by the Solutions Provider or Third Party Solutions Provider (as the case may be) to the End-User.

7.3 Even if the Products and/or Services provided to the End-User by the Solutions Provider or the Third Party Solutions Provider are designated as Post Office or Royal Mail approved, Royal Mail does not in any way warrant that such Products and/or Services have been tested for use by any party or that such products and/or services will be suitable for or be capable of being used by any party.

7.4 Royal Mail shall not be obliged in any circumstances to provide any Data or any Products or Services direct to the End-User.

7.5 For the avoidance of doubt, neither party excludes liability for any personal injury or death which is caused by their negligence or for any other liability which may not be excluded by law.

8. PROPERTY RIGHTS IN THE DATA

8.1 The Data and all Intellectual Property Rights subsisting in and/or relating to the Data from time to time are and shall remain the property of Royal Mail or its licensors. The End-User shall acquire no rights in the Data or the Intellectual Property Rights except as expressly provided in this

Licence Agreement. This Licence Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Rights that may subsist in or relate to the Data.

8.2 The End-User shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.

8.3 The Licence Agreement does not grant to the End-User any right to use any of the trade marks, service marks, business names or logos of Royal Mail.

8.4 The provisions of this Clause shall continue to operate after the termination of this Licence Agreement.

9. ASSIGNMENT

The End-User shall not assign or otherwise transfer this Licence Agreement or any part of it (including any licence) without the prior written consent of the Solutions Provider.

10. GENERAL

This Licence Agreement shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the jurisdiction of the English courts.

ANNEX 3B

SERVICE RECIPIENT LICENCE FOR LOOK UP SERVICE

You are receiving or have received information which is derived from databases (or parts or extracts thereof) of which Royal Mail is the owner or creator, or otherwise authorised to use (the "Data"). Royal Mail owns, or is licensed, all Intellectual Property Rights which subsist in and/or relate to that Data from time to time. You must not at any time copy, reproduce, publish, sell, let, lend, extract, reutilise or otherwise part with possession or control of or relay or disseminate any part of this information or use it for any purpose other than your own private or internal use. You shall only be entitled to submit a maximum of fifteen (15) enquiries to this Look Up Service per day.

Changes to the Terms

Addition of Royal Mail terms and Conditions, Last updated: 30.01.2008

Addition of Google AdSense privacy policy 23.03.2009