

## **Terms & Conditions**

### **IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE ORDERING ANY PRODUCT or SERVICE FROM US:**

The agreement (**Licence**) is a legal agreement between you (**Licensee, your or you**) and the supplier, **Address Logic Ltd** whose offices are at Norton House, 34 New Street, Chipping Norton, OXON, OX7 5LJ (**Licensor, us, our, or we**) for provision of products (**Data**), which may include any combination of software, firmware, applications, APIs, code, website, application, app, screens, forms, macros, reports and or documentation (**Provision**).

#### **1. GRANT AND SCOPE OF TERMS & CONDITIONS**

- 1.1 In consideration of payment by you of the agreed fee and you agreeing to abide by these Terms & Conditions, the Licensor hereby grants to you a non-exclusive, non-transferable Licence to use the Data and or Provision for the duration of the licence period (12 month period renewing automatically on a rolling 12 month basis unless otherwise agreed in writing) (**Licence Period**) on the terms of this Licence after which all data and associated documentation must be deleted.
- 1.2 When ordering, you notified us of the number of full and part time users that you authorised to use the Data and or Provision. During the Licence Period no more than the agreed number of users can access the Data and Service.

#### **2. LICENSEE'S UNDERTAKINGS AND WARRANTY**

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
  - (a) not to copy the Data or Provision unless such copying is incidental to normal use of the Data, or where it is necessary for the purpose of back-up or operational security;
  - (b) not to rent, lease, sub-license, loan, show, translate, merge, adapt, vary or modify the Data or Provision;
  - (c) to supervise and control use of the Data and or Provision and ensure that the Data and or Provision is used by your employees and representatives in accordance with the terms of this Licence;
  - (d) to include the copyright notice of the Licensor on all entire and partial copies you make of the Data and or Provision on any medium;
  - (e) not to provide or otherwise make available the Data and or Provision in whole or in part, in any form to any person other than authorised users you appointed;
  - (f) that you accept Data and or Provision may contain links to third party data and or services not limited to websites, data and services. You warrant to us that you have read, understood and accepted third party terms & conditions where such links

apply. You further acknowledge that we have no control over third party content and accept no responsibility for them or for any loss or damage that may arise from your use of them.

- (g) not to use, store or otherwise allow or disseminate any of the Data and or Provision (or any derivative database or list created using the Data and or Provision) beyond the expiry of the Licence Period and to confirm in writing that all Data (and any derivative product or service created in part or full as a result of using the Data and or Provision) has been deleted entirely prior to the end of the Licence Period.
- (h) to pay on demand the requisite licence fee as applies from time to time for an additional Licence Period if the Data and or Provision is used in contravention of clause 2.1(g).
- (i) not to transfer or store Data outside of a state or country that is a member of the Economic European Community; for the avoidance of doubt a licence holder end user from outside the EEU may be a licensee however the storage device serving the data to end users must be physically based in the EEC

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Data and the Provision anywhere in the world belong to the Licensor, that rights in the Data and or Provision are licensed (not sold) to you, and that you have no rights in, or to, the Data or the Documentation other than the right to use them in accordance with the terms of this Licence.

### **4. WARRANTY**

- 4.1 The Licensor warrants that for a period of 90 days from the Order Date (**Warranty Period**) the Data and or Provision will, when properly used, perform in accordance with the functions documented by us (provided that the Data and or Provision is used properly with the correct operating system and software for which it was designed as defined by documentation written by us that is relevant to the Data and or Provision ordered).
- 4.2 You acknowledge that except in cases where the Data and or Provision has been customised and personalised specifically for you, the Data and or Provision has not been supplied to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Data and or Provision meet your requirements.
- 4.3 You acknowledge that the Data and Provision may not be free errors, and agree that the existence of minor errors shall not constitute a breach of this Licence.
- 4.4 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Data and or Provision in consequence of which it fails to resemble substantially in accordance with said Data or Provision product documentation, and such defect or fault does not result from you having amended the Data and or Provision or used it in contravention of

the terms of this Licence, the Licensor will, at its sole option replace and or rectify the Data and or Provision, provided that you make available all the information that may be necessary to help the Licensor to remedy the defect, including sufficient information to enable the Licensor to recreate the defect.

## **5. LICENSOR'S LIABILITY**

5.1 Nothing in this Licence shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, or deliberate personal repudiatory breaches of this agreement.

5.2 Subject to condition 5.1, the Licensor's liability for losses suffered by you arising out of or in connection with this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall be limited as follows, even if such losses result from the Licensor's deliberate personal repudiatory breach of this agreement:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 5.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 5 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 5.2.

5.3 Subject to condition 5.1 and condition 5.2, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to 100% of the Licence Fee.

5.4 Subject to condition 5.1, condition 5.2 and condition 5.3, the Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

5.5 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Data and or Provision. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Data and Provision which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

## **6. TERMINATION**

6.1 The Licensor may terminate this Licence immediately by written notice to you if:

- (a) You commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- (b) a petition for a bankruptcy order to be made against you has been presented to the court; or
- (c) the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).

6.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must cease all activities authorised by this Licence;
- (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- (d) you must immediately delete or remove the Data and Provision from all computer equipment and systems in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Data then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

## **7. TRANSFER OF RIGHTS AND OBLIGATIONS**

7.1 This Licence is binding on you and us, and on our respective successors and assigns.

7.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

7.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

## **8. EVENTS OUTSIDE OUR CONTROL**

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by events outside our reasonable control (**Force Majeure Event**).

8.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

8.3 Our performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

## **9. WAIVER**

9.1 If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

9.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

9.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

**10. SEVERABILITY**

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**11. ENTIRE AGREEMENT**

11.1 This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Data and Provision and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

11.2 We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Licence except as expressly stated in this Licence.

11.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

**12. LAW AND JURISDICTION**

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.

## **ANNEX 1: SPECIFIC ROYAL MAIL LICENCE TERMS FOR USERS OF PAF® DATA PRODUCTS**

### **1. END USERS' PERMITTED USE OF SOLUTIONS**

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms.

### **2. CONDITIONS OF USE**

- a) End Users must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- b) End Users may use PAF® Data for Data Extraction but Extracted Data:
  - i) may only be accessed by Users, and
  - ii) must not be supplied or any access to it provided to any third party.
- c) End Users may provide Cleansed data to third parties provided that:
  - i) where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
  - ii) if such databases are Substantially All Databases:
    - A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
    - B) the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
    - C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
- d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties
- e) Except as set out in these End User Terms, End Users must not:
  - i) transfer, assign, sell or licence Solutions or their use to any other person,
  - ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
  - iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

### **3. SUBCONTRACTING**

End Users may provide PAF® Data to their subcontractors who may use it to the extent necessary for:

- a) the provision of information technology services to the End User, or
- b) acting on behalf of the End User

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

#### **4. PERSONAL RIGHTS**

End User rights are personal, limited and non-transferable.

#### **5. ROYAL MAIL'S IPR NOTICE**

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

#### **6. CESSATION OF USE OF PAF® DATA**

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

#### **7. PAF® USE BY USERS**

End Users must ensure that:

- a) these End User Terms bind their Users,
- b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and
- c) in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.