

# Swiftcomplete Ltd

## Terms and Conditions

Version 1.0  
25th May 2021

Please read these Terms and Conditions carefully. All contracts that Swiftcomplete may enter into from time to time for the provision of the Service shall be governed by these Terms and Conditions.

### 1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

**Account** means an account enabling a Customer to manage the Service, including administrator accounts, developer accounts and user accounts.

**Additional Terms** means the additional terms and conditions relating to a particular Dataset and / or elements of the Service which apply if the Customer selects the relevant Dataset or element of the Service on the Services Order Form.

**Affiliate** means an entity that Controls, is Controlled by, or is under common Control with the relevant entity.

**Agreement** means a contract between the parties incorporating the Additional Terms, the Terms and Conditions, the Schedules, the Services Order Form and any amendments to that contract from time to time.

**Business Day** means any weekday other than a bank or public holiday in England.

**Business Hours** means the hours of 09:00 to 16:30 GMT/BST on a Business Day.

**Charges** means the following amounts:

- (a) the amounts specified on the Services Order Form.
- (b) such amounts as may be agreed in writing by the parties from time to time.

**Client** means any third party that uses the Service within a product which is provided, sold or licensed to them by the Customer.

**Control** means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly).

**Customer** means the person or legal entity identified on the Services Order Form.

**Customer Confidential Information** means:

- (a) any information disclosed by or on behalf of the Customer to Swiftcomplete at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
  - (i) was marked or described as "confidential"; or
  - (ii) should have been reasonably understood by Swiftcomplete to be confidential; and
- (b) the Customer Data.

**Customer Data** means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to Swiftcomplete for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Service by the Customer (but excluding analytics data relating to the use of the Platform and server log files).

**Customer Personal Data** means any Personal Data that is processed by Swiftcomplete on behalf of the Customer in relation to the Agreement.

**Dataset** means any data, including Third Party Data, made available to the Customer through the Service by Swiftcomplete under this Agreement.

**Data Protection Laws** means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679).

**Documentation** means the documentation for the Service produced by Swiftcomplete and delivered or made available by Swiftcomplete to the Customer.

**Effective Date** means the date upon which the parties execute a hard-copy Services Order Form; or, following the Customer completing and submitting the online Services Order Form published by Swiftcomplete on Swiftcomplete's website, the date upon which Swiftcomplete sends to the Customer an order confirmation.

**Force Majeure Event** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

**Intellectual Property Rights** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

**Maintenance Services** means the general maintenance of the Platform and Service, and the application of Updates and Upgrades.

**Minimum Term** means in respect of the Agreement, the period set out on the Services Order Form beginning on the Effective Date.

**Personal Data** has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time.

**Platform** means the platform managed by Swiftcomplete and used by Swiftcomplete to provide the Service, including the application and database software for the Service, the system and server software used to provide the Service, and the computer hardware on which that application, database, system and server software is installed.

**Service** means the Swiftcomplete Places or Swiftcomplete Descriptions service provided to the Customer under the Agreement.

**Service Defect** means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Service, but excluding any defect, error or bug caused by or arising as a result of:

(a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Service.

(b) any use of the Platform or Service contrary to the Documentation, whether by the Customer or by any person authorised by the Customer.

(c) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or

(d) an incompatibility between the Platform or Service and any other system, network, application, program, hardware or software not specified as compatible in the Service Specification.

**Service Specification** means the specification for the Platform and Service set out on the Services Order Form and in the Documentation.

**Services Order Form** means an online order form published by Swiftcomplete and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference.

**Support Services** means support in relation to the use of, and the identification and resolution of errors in, the Service, but shall not include the provision of training services.

**Supported Web Browser** means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that Swiftcomplete agrees in writing shall be supported.

**Swiftcomplete** means Swiftcomplete Ltd, a company incorporated in England and Wales (registration number 11211428) having its registered office at Antenna Media Centre, Beck Street, Nottingham, NG1 1EQ.

**Terms and Conditions** means all the documentation containing the provisions of the Agreement, namely the Services Order Form, the main body of these Terms and Conditions and the Schedules, including any amendments to that documentation from time to time.

**Third Party Data** means any data used in the Service belonging to a Third Party Data Supplier.

**Third Party Data Supplier** means Swiftcomplete's data suppliers that provide Third Party Data for use in the Service.

**Update** means a hotfix, patch or minor version update to any Platform software.

**Upgrade** means a major version upgrade of any Platform software.

1.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

1.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

1.4 General words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

1.5 Singular words include the plural and plural words include the singular.

## 2. Term

2.1 The Agreement shall come into force upon the Effective Date.

2.2 The Agreement shall continue in force indefinitely until it is terminated in accordance with this Agreement.

2.3 Unless the parties expressly agree otherwise in writing, each Services Order Form shall create a distinct contract under these Terms and Conditions.

## 3. Provision

3.1 Swiftcomplete will provide the Customer with the Service detailed on the Services Order Form in accordance with the Agreement.

3.2 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the provision by Swiftcomplete shall be the exclusive property of Swiftcomplete.

## 4. Using the Service

4.1 The Customer shall comply with the Terms and Conditions, the Schedules and all Additional Terms in the Agreement.

4.2 Swiftcomplete grants to the Customer a worldwide, non-exclusive, non-transferable, revocable licence to use the Service during the Term in accordance with the Documentation and the Agreement.

4.3 The right to use the Service granted by Swiftcomplete to the Customer is subject to the following limitations:

(a) for its own internal business purposes

(b) within a product or service it provides, sells or licenses to its own Client, providing the Customer (i) enforces the End User Terms in the Schedules upon the Client and (ii) provides Swiftcomplete with the Client's business name, company number and registered office address

4.4 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by Swiftcomplete to the Customer is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Service.

(b) the Customer must not permit any unauthorised person to access or use the Service.

(c) the Customer must not republish or redistribute any content or material from the Service.

(d) the Customer must not make any alteration to the Platform; and

(e) the Customer must not conduct or request that any other person

conduct any load testing or penetration testing on the Platform or Service without the prior written consent of Swiftcomplete.

(f) the Customer must not use automated systems, scripts or processes to extract or scrape data from the Service or Platform

(g) the Customer must not attempt to reverse engineer, reverse assemble, decompile, or otherwise attempt to derive source code, algorithms or structure of the Service or Platform

4.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Service.

4.7 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Service with the authority of the Customer or by means of an administrator Account comply with Schedule 1 (Acceptable Use Policy).

4.8 The Customer must not use the Service in any way that causes, or may cause, damage to the Service or Platform or impairment of the availability or accessibility of the Service.

4.9 The Customer must not use the Service:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or  
(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.10 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4.11 Swiftcomplete may suspend the provision of the Service if any amount due to be paid by the Customer to Swiftcomplete under the Agreement is overdue, and Swiftcomplete has given to the Customer at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend the Service on this basis.

## 5. Audit

5.1 Swiftcomplete and its Third Party Data Suppliers shall have the right with reasonable notice and during Business Hours to audit the Customers use of the Service and Third Party Data.

5.2 Swiftcomplete and its Third Party Data Suppliers shall:

(a) take reasonable steps to minimise disruption to the Customer during the audit; and

(b) be responsible for any costs of the audit, except where the Customer is found to be non-compliant with any obligation under this Agreement in which case the Customer shall reimburse the auditor for the full cost of the audit.

5.3 The Customer shall provide the auditor with full access to its premises, employees, computers and IT systems as required for the purpose of the audit.

## 6. Customer Obligations

6.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to Swiftcomplete, or procure for Swiftcomplete, such:

(a) co-operation, support and advice;

(b) information and documentation; and

(c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable Swiftcomplete to perform its obligations under the Agreement.

6.2 The Customer must provide to Swiftcomplete, or procure for Swiftcomplete, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by Swiftcomplete to enable Swiftcomplete to perform its obligations under the Agreement.

## 7. Customer Data

7.1 The Customer hereby grants to Swiftcomplete a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of Swiftcomplete's obligations and the exercise of Swiftcomplete's rights under the Agreement. The Customer also grants to Swiftcomplete the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.

7.2 The Customer warrants to Swiftcomplete that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

## 8. Marketing

8.1 The Customer agrees that Swiftcomplete may refer to the Customer and use the logo of the Customer on any Swiftcomplete marketing material or website pages.

8.2 The Customer may opt out of appearing on the Swiftcomplete website or marketing material by written agreement

## 9. Intellectual Property Rights

9.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from Swiftcomplete to the Customer.

## 10. Charges

10.1 The Customer shall pay the Charges to Swiftcomplete in accordance with these Terms and Conditions.

10.2 If the Charges are based in whole or part upon the time spent by Swiftcomplete performing the Services, Swiftcomplete must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to Swiftcomplete any Charges in respect of Services performed in breach of this Clause.

10.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to Swiftcomplete.

10.4 Swiftcomplete may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Agreement, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 5% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this Clause (or, if no such variation has occurred, since the date of execution of the Agreement), in the Retail Prices Index (all items) published by the UK Office for National Statistics.

## 11. Payments

11.1 Swiftcomplete shall issue invoices for the Charges to the Customer from time to time during the Term.

11.2 The Customer must pay the Charges to Swiftcomplete within the period of 30 days following the issue of an invoice in accordance with this Clause.

11.3 The Customer must pay the Charges by debit card, credit card or bank transfer (using such payment details as are notified by Swiftcomplete to the Customer from time to time).

11.4 If the Customer does not pay any amount properly due to Swiftcomplete under these Terms and Conditions, Swiftcomplete may:

(a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## 12. Acknowledgements and warranty limitations

12.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, Swiftcomplete gives no warranty or representation that the Service will be wholly free from defects, errors and bugs.

12.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, Swiftcomplete gives no warranty or representation that the Service will be entirely secure.

12.3 The Customer acknowledges that the Service are designed to be compatible only with that software and those systems specified as compatible in the Service Specification; and Swiftcomplete does not warrant or represent that the Service will be compatible with any other software or systems.

12.4 The Customer acknowledges that Swiftcomplete will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Service; and, except to the extent expressly provided otherwise in these Terms and Conditions, Swiftcomplete does not warrant or represent that the Service or the use of the Service by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

12.5 The Customer acknowledges that Swiftcomplete does not warrant or represent the suitability, reliability, availability, timeliness, and accuracy of any information returned by the Service.

12.6 The Customer acknowledges that it is their sole responsibility to fully check any and all information returned by the Service against their expectations.

12.7 The Customer acknowledges that the information returned by the Service is provided "as is" without warranty or condition of any kind.

## 13. Indemnities

13.1 The Customer shall indemnify and shall keep indemnified Swiftcomplete against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Swiftcomplete and arising directly or indirectly as a result of any breach by the Customer of these Terms and Conditions (a "Customer Indemnity Event").

## 14. Limitations and exclusions of liability

14.1 Nothing in these Terms and Conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

14.2 The limitations and exclusions of liability set out in this Clause and elsewhere in these Terms and Conditions:

(a) are subject to Clause 18.1; and

(b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

14.3 Swiftcomplete shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

14.4 Swiftcomplete shall not be liable to the Customer in respect of any loss of profits or anticipated savings.

14.5 Swiftcomplete shall not be liable to the Customer in respect of any loss of revenue or income.

14.6 Swiftcomplete shall not be liable to the Customer in respect of any loss of use or production.

14.7 Swiftcomplete shall not be liable to the Customer in respect of any loss of business, contracts or opportunities.

14.8 Swiftcomplete shall not be liable to the Customer in respect of any loss or corruption of any data, database or software.

14.9 Swiftcomplete shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

14.10 The liability of Swiftcomplete to the Customer under the Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to Swiftcomplete under the Agreement in the 12 month period preceding the commencement of the event or events.

14.11 The aggregate liability of Swiftcomplete to the Customer under the Agreement shall not exceed the total amount paid and payable by the Customer to Swiftcomplete under the Agreement.

## 15. Force Majeure Event

15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

15.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

15.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 16. Termination

16.1 Either party may terminate the Agreement by giving to the other party not less than 30 days' written notice of termination, expiring after the end of the Minimum Term.

16.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits any breach of the Agreement, and the breach is not remediable;
- (b) the other party commits a breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach).

16.3 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
  - (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or
  - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the

purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or

- (d) if that other party is an individual:
  - (i) that other party dies;
  - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs;Or
  - (iii) that other party is the subject of a bankruptcy petition or order.

16.4 Swiftcomplete may terminate the Agreement immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to Swiftcomplete under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) Swiftcomplete has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause.

16.5 The rights of termination set out in the Agreement shall not exclude any rights of termination available at law.

## 17. Effects of termination

17.1 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.

17.2 Within 30 days following the termination of the Agreement for any reason

- (a) the Customer must pay to Swiftcomplete any Charges in respect of Services provided to the Customer before the termination of the Agreement; and
- (b) Swiftcomplete must refund to the Customer any Charges paid by the Customer to Swiftcomplete in respect of Services that were to be provided to the Customer after the termination of the Agreement, without prejudice to the parties' other legal rights.

17.3 On termination, the Customer shall:

- (a) immediately cease using the Service; and
- (b) immediately destroy any copies of the Third Party Data that it holds; and
- (c) immediately remove any references to any Swiftcomplete hosted scripts; and
- (d) provide written confirmation to Swiftcomplete within seven working days that it has done so

## 18. Notices

18.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out on the Services Order Form):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting, providing that, if the stated time of deemed receipt is not within

Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

18.2 Swiftcomplete's contact details for notices under this Clause are as follows: Swiftcomplete Ltd, Antenna Media Centre, Beck Street, Nottingham, NG1 1EQ.

18.3 The addressee and contact details set out on the Services Order Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause.

## 19. Subcontracting

19.1 Subject to any express restrictions elsewhere in these Terms and Conditions, Swiftcomplete may subcontract any of its obligations under the Agreement, providing that Swiftcomplete must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

19.2 Swiftcomplete shall remain responsible to the Customer for the performance of any subcontracted obligations.

19.3 Notwithstanding the provisions of this Clause but subject to any other provision of these Terms and Conditions, the Customer acknowledges and agrees that Swiftcomplete may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

## 20. Assignment

20.1 The Customer hereby agrees that Swiftcomplete may assign, transfer or otherwise deal with Swiftcomplete's contractual rights and obligations under these Terms and Conditions.

20.2 Swiftcomplete hereby agrees that the Customer may assign, transfer or otherwise deal with the Customer's contractual rights and obligations under these Terms and Conditions.

## 21. No waivers

21.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

21.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

## 22. Severability

22.1 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

22.2 If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 23. Third party rights

23.1 The Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

23.2 The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

## 24. Variation

24.1 The Agreement may not be varied except in accordance with this Clause.

24.2 The Agreement may be varied by means of a written document signed by or on behalf of each party.

24.3 Swiftcomplete may vary the Agreement by giving to the Customer at least 30 days' notice of the proposed variation, providing that if Swiftcomplete gives to the Customer a notice under this Clause, the Customer shall have the right to terminate the Agreement by giving notice of termination to Swiftcomplete at any time during the period of 14 days following receipt of Swiftcomplete's notice.

## 25. Entire agreement

25.1 The Services Order Form, the main body of these Terms and Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

25.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

## 26. Law and jurisdiction

26.1 These Terms and Conditions shall be governed by and construed in accordance with English law.

26.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

# Swiftcomplete Ltd

## Schedule 1 - End User Terms for Royal Mail Datasets

Version 1.0  
25th May 2021

### 1. Definitions

1.1 Except to the extent expressly provided otherwise, in this schedule:

**address** means an address to which mail can be delivered.

**Bureau Customer** means a customer for a Bureau Service.

**Bureau Service** means a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer.

**Confidential Information** means information of a confidential nature in whatever form and whether or not marked as confidential, relating to the business of a Party.

**Customer Database** means a database of an End User's customer.

**Data Cleansing** means the processing of existing data records using PAF® Data:

(a) including validating, reformatting, correcting or appending additional data to those records, and

(b) including the use of PAF® Data within address capture applications, but

(c) not including Data Extraction (whether carried out by an address capture application or otherwise),

and **Cleansed** shall be read accordingly.

**Data Extraction** means the extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database.

**End User** has the same definition as **Customer** (or **Client** where one or more exists) in the main Terms and Conditions.

**Extracted Data** means data generated as a result of Data Extraction.

**Licensee** has the same definition as **Customer** in the main Terms and Conditions.

**PAF® Data** means Royal Mail's database known as PAF®, and including the database known as the "Alias File".

**Solution** means a product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data.

**Substantially All Database** means a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland.

**User** means an individual authorised by an End User to use a Solution.

### 2. End Users' permitted use of Solutions

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

### 3. 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 Clause 9 of this Schedule, 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 license 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.

### 4. 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 subcontractor 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 subcontractor.

## **5. Personal rights**

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

## **6. 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.

## **7. 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.

## **8. 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

## **9. Bureau Services**

9.1. End Users performing Bureau Services further to this Schedule are subject to the terms and restrictions set out below and must ensure that they are observed by Bureau Customers.

9.2. End Users must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.

9.3. End Users may only supply or provide access to Cleansed Customer Databases to Bureau Customers subject to the restriction on use of Cleansed data set out in 3(c)(ii) of this Schedule.

9.4. The End User and a Bureau Customer may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's PAF® databases" provided that such use is reasonable.

9.5. The names of Bureau Customers must be provided to Royal Mail on its request.