

PDV's Standard Terms & Conditions

1 Definitions and Interpretation

1.1 In these PDV Standard Terms and Conditions and the Order Confirmation unless the context shall otherwise require the following words and expressions shall have these meanings assigned to them:

Act means as relevant the Data Protection Act 2018 ("DPA"), the UK General Data Protection Regulation ("UKGDPR") and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as well as any amendments or replacements thereof, including any legislation implementing EC Directives 67/66/EC and 2002/58/EC).

Applicable Regulations means those provisions of any Act together with all Codes of Practice applicable from time to time in relation to the handling, processing, provision and use of data for direct marketing purposes pursuant to the Agreement or any Order Confirmation;

Agreement means these PDV Standard Terms and Conditions and any associated Order Confirmation including where relevant any Term Supply Agreement, Data Processing Agreement, standard contractual clauses, binding corporate rules, non-disclosure agreement or variation;

Broadcast is the process of directly marketing a commercial message to a group of people e.g. using email, SMS or RMT;

Codes of Practice means best practice guidelines issued from time to time by any regulator or regulators in relation to the Act.

Confidential Information means any information, data or know-how including but not limited to that which relates to (in the case of PDV any PDV third party Data Owner database or databases or extracts from any of them or to any part or parts of any PDV database or databases and all PDV Data), research, plans, ideas, products, services, customers, markets, software developments, inventions, processes, designs, drawings, statistics, marketing or finances, or other business or technical information which is treated confidentially. Confidential Information does not include information that:

- is in the possession of the receiving Party at the time of the disclosure;
- becomes public knowledge without any action of either Party;
- was independently developed or prepared by either Party; or
- is required to be disclosed by law or by any regulator to whose regulation the disclosing Party is subject.



Contact Channel means the media channel or channels permitted for use in respect of PDV Data supplied which may be via Post, Email, Landline Telephone, Mobile Telephone or SMS;

Control means control as defined in section 840 of the Income and Corporation Taxes Act 1988;

Customer means the End User, or their agent, broker, intermediary, or Processor acting on behalf of and under the instruction of the End User who are the Controller and Party or Parties to the Agreement other than PDV;

Controller, Processor and Data Subject shall all have the meanings attributed to them under Article 4 of the GDPR.

Data Owner means a third-party Controller, including but not limited to Data Locator Group Limited and MyOffers 2019 Limited who shares data with PDV for the direct marketing purposes of PDV's Customer and/or End Client;

Data Processing Agreement means an agreement put in place to ensure a Processor shall be governed by a contract or other legal act that is binding on the Processor with regard to the Controller and sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of Data Subjects and the obligations and rights of the Controller as defined in Article 29 (3) of the UKGDPR;

PDV means PDV Limited, Company No. 03974954, with its registered office located at Green Heys, Walford Road, Ross on Wye, HR9 5DB, a Processor acting under the direct authority of the Data Owner and the instruction of the Customer and/or End User;

PDV Data is data supplied by third party Controllers who are the Data Owner, as more particularly described in the Order Confirmation

PDV's Standard Terms and Conditions means these terms and conditions, drafted under the direct authority of the Data Owner;

EEA – means the European Economic Area

Email means the Contact Channel of email;

End User means as relevant the Customer and/or the third party, acting as Controller, specified in the Order Confirmation that is acquiring or being granted or is permitted to acquire or be granted the right to have an End User Licence to use or broker PDV Data;

End User Licence means the non-exclusive temporary and restricted licence granted to the End User to use PDV Data subject to the terms of the Agreement including but not limited to the Licence Terms and the terms of the Order Confirmation;

Enquirer means either a) an individual who during the course of a telemarketing call responds to the End User by expressing purchasing interest in the specific offer of the campaign for which



PDV Data has been provided or b) an individual who responds directly to the offer in an email creative, mailing piece or SMS sent by or on behalf of the End User, with a firm intention to purchase;

ICO - means the Information Commissioner's Office

Intellectual Property Rights means in respect of all PDV Data and that of the Data Owner, all and any copyrights, database rights, design rights, topography rights, trademarks, trade names, rights in respect of passing off, inventions, patents, know how, confidential information and ideas, subsisting in all and any of the countries of the world and applications for protections available in respect thereof or any of them in all and any countries of the world

Landline Telephone means the Contact Channel of landline telephony;

Legal Basis means the basis on which Personal Data maybe processed as defined under Article 6 of the UKGDPR. Data may be supplied by PDV on the basis of the Legitimate Interest of the Data Owner for Postal or Telephone campaigns where the Data Subject has not objected to processing by registering with the Telephone Preference Service ("TPS") or the Mailing Preference Service ("MPS") unless the Data Subject has given a clear indication of their wish to receive direct marketing from the End User in which case data will be supplied on the basis of consent;

Licence Period means the period during which time the End User may make use of the PDV Data concerned;

Licence Terms means together the specific terms of the End User Licence listed on the Order Confirmation which terms shall include but not be limited to the Contact Channel, Usage Terms and Licence Period;

Mailing Piece/Creative means promotional material which the End User may intend to communicate to individuals whose details are contained in the PDV Data;

Mobile Telephone means the Contact Channel of mobile telephony;

Names mean the names of individuals whose details are contained in the PDV Data;

Net Names means that the End User may be eligible for a percentage rebate for verified duplication of individuals within PDV Data and the End User's other data files. The percentage shown is the absolute minimum number of individuals that an End User will pay for;

Order Confirmation means an order confirmation emanating from PDV to the End User granting an End User Licence, under the direct authority of the Data Owner, for the End User to make use of PDV Data;

Output means an upload from PDV of PDV Data to specified SFTP account for the customer;



Party means either PDV or the Customer and/or the End User;

Personal Data means the personal data (as that term is defined in the Act) contained in the PDV Data;

Personal Data Breach – has the meaning attributed to it in the Act.

Post means the Contact Channel of mailing;

Purchaser means an individual who purchases from the End User a specific product or service (which can be evidenced by a contract) promoted to the consumer through a telemarketing call, email creative, mailing piece or SMS through a campaign in which PDV Data has been provided;

Purpose means the purpose of sourcing and supplying PDV Data pursuant to the Agreement or any Order Confirmation, Data Processing Agreement or other written instruction from the Customer and/or End Client, which unless stated otherwise in the Order Confirmation is as a source for Direct Marketing;

Rental Fee means the amount payable by an End User for use of PDV Data calculated and specified on the Order Confirmation as a cost per thousand;

Run-On Costs means the amount charged for Names deemed to have been classified as part of the allowable Net Names;

Seed Names means as relevant security names, postal addresses, Email addresses, Landline Telephone and Mobile Telephone numbers as are included in each Output of PDV Data which inclusion monitors the timing of delivery of PDV Data, the terms of the Agreement and the usage of PDV Data in compliance with the Agreement.

SMS means the Contact Channel of text communication service component of a phone, web or mobile communication systems, using standardised communications protocols that allow the exchange of short text messages between fixed line or mobile phone devices with the specific consent of the Data Subject.

Software means a secure file transfer protocol, a protocol used to transfer files between a PC and an embedded device using RS-232 or any other similar secure protocols which allows an End User to download PDV Data;

Subject Access Request – has the meaning attributed to it in the Act.

Term Supply Agreement means any agreement entitled Term Supply Agreement between PDV and the Customer;

Usage Terms means the number of times as specified on the Order Confirmation that the End User is permitted to contact Names;

Volume means the number of Names to be supplied in the Order Confirmation;



- 1.2 PDV under the direct authority of the Data Owner has the right to revise and amend these Terms and Conditions from time to time as published on www.pdv.agency/policies/pdv-terms.pdf. The End User will be subject to the policies and terms in force at the time that the End User orders the PDV Data as evidenced by the Order Confirmation, but subject to (and to the extent of) any changes therein as may from time to time be required by law or regulatory authority.

2 Grant of Licence and Data Supply

- 2.1 Subject to the terms of the Agreement PDV, under the direct authority of the Data Owner, hereby grants the End User an End User Licence under Licence Terms as prescribed in the Agreement to use PDV Data solely for the Purpose.
- 2.2 End User shall have the right in accordance with the Licence Terms and the Agreement only to use the PDV Data concerned but without limitation not to copy, alter, manipulate, adapt or license others to use PDV Data.
- 2.3 End User warrants that any PDV Data shall not be used for the purposes of data enhancement or used for combining with the End User's or another third party's data unless as otherwise specified in the Order Confirmation and then only to that extent.
- 2.4 End User alone will be permitted to extract information from the PDV Data and to print it in documentary form on condition only that:
 - 2.4.1 any documents produced in this way and any copies of such documents will be retained in the possession of End User; and:
 - 2.4.2 neither the electronic form nor any information extracted, nor any printed copies or parts of printed copies shall be passed on, disclosed or otherwise communicated to any third party save for those who are instructed under the terms of a Data Processing Agreement or other legal Agreement which binds that third party to only process PDV Data under Applicable Regulations and these terms and conditions; and:
 - 2.4.3 PDV Data held in electronic form is deleted and any copies of it destroyed within twelve weeks from the date of Output.
- 2.5 The Usage Terms for the PDV Data concerned shall be for one time only unless stated otherwise in the Order Confirmation.
- 2.6 The Licence Terms for use of Post, Email or SMS Contact Channels permit the despatch by the End User of one Mailing Piece/Creative to each Name supplied, unless stated otherwise in the Order Confirmation.
- 2.7 The Licence Terms for use of Landline Telephone or Mobile Telephone Contact Channels permit a single contact to be made by the End User through telephony to each individual whose contact details are provided in the PDV Data concerned subject to a maximum of fifteen call attempts being made to make contact with them. For clarity if the individual cannot be reached after

fifteen call attempts (i.e. the call rings out or the individual is not in) this individual is not permitted to be called again under the End User Licence.

- 2.8 Individuals provided in the PDV Data concerned who do not become either an Enquirer or a Purchaser immediately following the execution of the campaign as permitted in this Agreement, may only be contacted again by the End User if and to the extent that the Licence Terms permit repeat contact unless the Data Subject has provided to the End User for further communication.
- 2.9 Contact details of an Enquirer may be retained by the End User for a period of no more than ninety days following initial first contact via the campaign as permitted under the terms of the Agreement, unless the Data Subject has provided their consent to the End User for further communication, provided that:
 - 2.9.1 This period of retention is permitted solely to allow the End User a reasonable time to convert an Enquirer into a Purchaser;
 - 2.9.2 No further contact of any kind may be made by the End User after the permitted ninety day period of retention unless the Enquirer has become a Purchaser or has provided their consent for further communication by the End User;
- 2.10 The End User Licence is terminated immediately the PDV Data concerned has been used under the Licence Terms as stated in the Order Confirmation. Following such termination of the End User Licence any question as to the extent of contact pursuant to unauthorised use of the PDV Data comprised in any Output concerned shall for all purposes be determined conclusively as follows:
 - 2.10.1 Seed Names contacted will be taken to have been contacted by the Customer irrespective of how and by whom such contact has been made;
 - 2.10.2 each unauthorised contact with a Seed Name will evidence unauthorised contact also with such proportion of the PDV Data to which the Order Confirmation relates as is equal to the fraction ("the Specified Fraction") that the contacted Seed Name bears to all of the Seed Names included within such PDV Data, so that for example each unauthorised contact made with a Seed Name where a total of five Seed Names shall have been included within the PDV Data concerned shall mean that one fifth of all of the PDV Data to which the Order Confirmation relates shall have been contacted without authorisation; and
 - 2.10.3 the written certificate by a director of PDV as to the number of Seed Names included within the PDV Data concerned shall be conclusive and binding on the Customer and on PDV.
- 2.11 The Licence Period is a maximum of eight weeks from the date of Output. No use of the PDV Data concerned after the expiry of the Licence Period is permitted.
- 2.12 Upon each occasion of unauthorised contact with a Seed Name the Customer will pay to PDV on PDV's first written demand such sum as shall be equal to the Specified Fraction of the entire value of the Order Confirmation concerned. The Parties each agree, warrant, represent and acknowledge that payment of such sum for each such unauthorised contact represents genuine pre-estimate of PDV's loss since:



- 2.12.1 establishing the extent of use of the PDV Data concerned by reference to contact with Seed Names represents the only practicable method of monitoring the use of the PDV Data concerned;
 - 2.12.2 the number of Seed Names included within the PDV Data concerned is necessarily limited so as to preserve for the mutual benefit of both Parties the value of the PDV Data concerned;
 - 2.12.3 the market for usage of data is a volume market such that contact with Seed Names is deemed, and/or conclusively presumed, for economic and statistical reasons to be done only in conjunction with proportionate contact with the rest of the PDV Data concerned;
 - 2.12.4 the value attributable to each use of the PDV Data concerned is fairly demonstrated and established between PDV and the Customer by proportionate reference to the amount payable by the Customer originally pursuant to the Order Confirmation for lawful use; and
 - 2.12.5 accordingly that the appropriate recompense for PDV's loss in respect of each occasion of unauthorised contact with the PDV Data concerned is that PDV should be paid by the Customer a sum equal to the Specified Fraction of the amount payable in respect of the PDV Data concerned for lawful use as set out in the Order Confirmation.
- 2.13 The End User accepts that PDV Data may contain goneaways, deceased's, dead and wrong numbers, e-mail bouncebacks and inaccuracies.
 - 2.14 The End User accepts that no guarantees are offered for response, contact or open rates, click-throughs or deliverability through any Contact Channel in respect of PDV Data.
 - 2.15 PDV will deliver PDV Data to the address specified in the Order Confirmation.
 - 2.16 Once a delivery date of an Output has been agreed the End User:
 - 2.16.1 acknowledges that such date shall be indicative only;
 - 2.16.2 agrees that PDV shall not be liable for any loss or damage suffered by End User as a result of late delivery of PDV Data;
 - 2.16.3 agrees that whilst PDV shall make every effort to complete the Output within the time quoted, time shall not be of the essence of the Output.
 - 2.16.4 agrees to receive the Output of PDV Data, return any PDV Data or send any other data owned by the End User to PDV by the Software.
 - 2.16.5 PDV will not be liable for any direct or indirect loss, damage or inconvenience whatsoever caused by use of the Software.
 - 2.17 The End User shall comply at all times with clause 7.
 - 2.18 By signing a relevant Order Confirmation, the End User understand and agrees that it shall, at all times comply with the terms and conditions contained in Schedule 1 of these terms and conditions where the End User agrees to, or requests, the screening of data supplied against the NCOA database owned and licenced by Royal Mail;



2.18.1 For the avoidance of doubt the Rights of Third Parties Act 1999 will apply to any supply of data which has been screened against the NCOA database In favour of Royal Mail Group Limited.

2.19 PDV reserves the right, under the direct authority of the Data Owner, to grant licences in respect of PDV Data to any other party or parties.

3 Calculation and Payment of Fees

3.1 Subject to the minimum payment to be paid as specified in the Order Confirmation the Rental Fee will be calculated by reference to the Volume and will be charged per thousand at the rates set out in the Order Confirmation.

3.2 In the event that PDV agrees, under the direct authority of the Data Owner, to Net Names and the supply of PDV Data for the purpose of de-duplication against other data held by the End User and on the basis that the End User shall only pay a proportion of the price reflecting the Net Names actually used any claim for credit for the unused portion of the PDV Data:

3.2.1 must be made within a period not exceeding three months from the date of Output;

3.2.2 must be supported by a de-duplication report from a recognised data processing bureau approved by PDV, under the direct authority of the Data Owner. Certificates produced by the End User will not be accepted as proof of valid Net Names;

3.2.3 will have Run-On Costs applied to all approved Net Names.

3.3 On signing the Order Confirmation the End User agrees to be bound by the terms of the Agreement including fee calculations regardless of whether any PDV Data Output is used by End User.

3.4 If there are any issues or deficiencies relating to PDV Data:

3.4.1 the End User must submit any queries in respect of the PDV Data concerned in writing to PDV within eight weeks from date of Output, or by the end of the Licence Period whichever is sooner;

3.4.2 the End User must submit all queries in a format required by PDV, under the direct authority of the Data Owner;

3.5 The End User acknowledges any queries relating to PDV Data may not be used by the End User as a reason for payment to be withheld or delayed;

3.6 In the event of a dispute in respect of PDV Data, the End User acknowledges that PDV, under the direct authority of the Data Owner, may resolve any dispute by:

3.6.1 a re-supply of PDV Data; or

3.6.2 a goodwill credit on account.



only once PDV, under the direct authority of the Data Owner, has investigated all queries relating to PDV Data and after the End User has submitted PDV Data in accordance with clause 3.4.1 and 3.4.2.

- 3.7 The End User acknowledges that any re-supply of PDV Data or goodwill credit on account will be at the Data Owners sole discretion.
- 3.8 The End User acknowledges that queries submitted to PDV by the End User will only be investigated if the End User has fully complied with clause 3.4.1 and 3.4.2 and the total of queried PDV Data exceeds 5% of the total Output in any Order Confirmation.
- 3.9 In the event that PDV does not receive a written notification of a query in respect to the PDV Data with rationale and support in accordance with clause 3.4, then any invoice issued for PDV Data will be deemed valid and payable and may not thereafter be disputed.
- 3.10 Any queries in respect of the contents of an invoice must be received no later than 10 days from the date of receipt after which point the invoice shall be deemed valid and payable and may not thereafter be disputed.

PDV reserves the right to charge interest on any sums not paid by the due date for payment at the greater of:

- 4% per annum over the base rate of Barclays Bank PLC; or
- 8% per annum.

In addition, PDV reserves the right to charge the End User for its legal and other costs plus any VAT should any sums not be paid but due for payment be referred to PDV's solicitors or other representatives.

- 3.11 The payment of postage arranged for the mailing campaigns of End Clients are strictly on Pro Forma terms, for which failure to pay, will result in the suspension or cancellation of the End Clients campaign; and:
- 3.12 The End Client shall Indemnify and hold harmless PDV for all costs Incurred by PDV up to the point of cancellation.

4 Data Usage

- 4.1 The End User is responsible for maintaining the cleanliness of PDV Data prior to its use by screening against internal and proprietary suppression files as required by the Applicable Regulations and accepted industry best practice.
- 4.2 The End User undertakes that it will at all times comply with the provisions of Applicable Regulations in respect of the use, storage and transfer of PDV Data and that it will not violate any law including but not limited to the Act and all laws of the United Kingdom governing advertising



practices (including but not limited to advertising on the internet), and/or any Applicable Regulations.

- 4.3 The End User agrees to request written approval from PDV, under the direct authority of the Data Owner, if the End User is situated outside of the United Kingdom and/or the European Economic Area and shall supply the name and address of any agents, subsidiaries, affiliates, branches or professional advisers of the End User who are sent PDV Data who exist outside the United Kingdom and/or the European Economic Area who process, analyse, format, review or otherwise hold PDV Data on behalf of the End User.
- 4.4 In the event of PDV Data being released to a source outside the European Economic Area, the End User must:
 - 4.4.1 ensure that appropriate binding corporate rules agreement or data processing agreement such as EU Model Clauses incorporating the relevant standard contractual clauses is in place between the signatory and the source and;
 - 4.4.2 only use bureaux or call centres that are accredited to BS7799 / ISO 27001 International Data Security Standards, or equivalent.
- 4.5 End User hereby undertakes that the instructions to PDV in respect of PDV Data and the format of Output:
 - 4.5.1 are correct in every respect;
 - 4.5.2 should a re-Output of PDV Data be required as a result of errors or omissions, or a change of requirements PDV shall be entitled to:
 - 4.5.2.1 additionally charge the End User £60 for each re-Output at the sole discretion of PDV; or
 - 4.5.2.2 re-charge at the full rate for re-use of PDV Data if it has already been used;
- 4.6 Output instructions shall be supplied to PDV by the End User, in the form of an associated Order Confirmation and/or Data Processing Agreement, at least seven days prior to the proposed Output date and in the event that instructions are not received by this time PDV reserves the right to:
 - 4.6.1 charge the End User in respect of any additional costs arising as a result of late instruction or changes in such instructions.
- 4.7 Following use of PDV Data and no later than one month after the end of the Licence Period the End User shall return all unsubscribe requests, goneaways, bouncebacks and call disposition files to PDV indicating which of these categories are applicable to each set of Names, to enable PDV to supply this information to the Data Owner.

5 Obligations of the End User

- 5.1 The End User warrants that any material sent or quoted during or following the use of PDV Data or any of it for the Purpose will at all times comply with Applicable Regulations; and that:



- 5.1.1 it will upon request by PDV, under the direct authority of the Data Owner, forthwith supply to PDV copies of any such documents, scripts or other items which will be used for the Purpose in advance, during or following the use of PDV Data or any of it;
 - 5.1.2 it will not make any statement or provide any other information that is unlawful, fraudulent, untrue, false, incorrect or misleading including but not limited to information relating to the End Users identity and contact details. The End User warrants that any and all information the End User issues, produces or originates shall be true in every respect throughout the term of this Agreement and the End User shall promptly notify PDV of any changes to such information;
 - 5.1.3 it shall inform PDV as soon as is practicable and within the timeframes required by the Applicable Regulations in the event that any recipient of a Mailing Piece/Creative or a telemarketing call objects or requests that such contact ceases or asks for their name to be removed from the PDV Data;
 - 5.1.4 it agrees that the raising of an Order Confirmation by PDV in no way constitutes acceptance or acknowledgement that the End User is in compliance with the law or with Applicable Regulations or any of them or that of the content of its communication or its product or the Contact Channel is proper, acceptable or compliant with the Agreement.
 - 5.1.5 The End User may at any time before any Output or broadcast as specified in the Order Confirmation, cancel or amend an Order Confirmation by providing PDV with immediate written notice. If the End User amends or cancels an Order Confirmation, the End User liability to PDV shall be limited to payment to PDV of all costs PDV incurs in fulfilling the Order Confirmation until PDV receives the End User's cancellation. For the avoidance of doubt, PDV, under the direct authority of the Data Owner, shall have the right of consent as to whether to amend or cancel an Order Confirmation in PDV's sole discretion.
 - 5.1.6 The End User should not use PDV Data to send or procure the sending of, any unauthorised advertising or promotional material or any other form of similar solicitation (spam) or transmit any PDV Data or send any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to or which might adversely affect the operation of any computer software or hardware.
- 5.2 PDV, under the direct authority of the Data Owner, reserves the right to halt the End User from using PDV Data or any of it for the Purpose if it is deemed in the Data Owners own discretion that such material contravenes clause 5.1 in any way.
- 5.3 For external email broadcasts and SMS broadcasts the End User, with the specific consent of the Data Subject is responsible for ensuring that all subject headers, from lines, unsubscribe footers or stop messages specified by the End User are in accordance with Applicable Laws but more specifically PECR.
- 5.4 The End User hereby undertakes to deliver promptly to PDV any written notice or other communication in respect of PDV Data received from any other official or legislative body.

6 Intellectual Property Rights

- 6.1 All Intellectual Property Rights relating to or arising out of or in connection with PDV Data are the exclusive property of the Data Owner and nothing in the Agreement shall constitute a sale, transfer or assignment of (or an agreement to sell, transfer or assign) any such Intellectual Property Rights whatsoever.
- 6.2 The End User shall not in any way question or dispute the validity of or ownership by the Data Owner of any Intellectual Property Rights relating to or arising out of or in connection with PDV Data.
- 6.3 The End User is hereby licensed only to use the Intellectual Property Rights of PDV and PDV's Data Owners for the Purpose and not further or otherwise. Upon expiry of the End User Licence, the End User shall immediately discontinue such use without compensation for such discontinuation.
- 6.4 The End User shall indemnify PDV against liabilities, costs and expenses PDV may incur as a result of the combining or use of PDV Data or any of it with other data, software or equipment not supplied by PDV which gives rise to an infringement of any copyright, patent, or other Intellectual Property or other proprietary right of any third party.
- 6.5 The End User shall promptly notify PDV if it becomes aware of any infringement or suspected infringement by any person of the Intellectual Property Rights relating to or arising out of or in connection with PDV Data or any of it, and shall give all reasonable assistance in connection with any claims or proceedings made or instituted against such person for such infringement or suspected infringement.
- 6.6 Retention of title does not apply for the use of PDV Data in the event of transfer of assets from the End User to another party even for Order Confirmations with Usage Terms of more than one time.

7 Security Control

- 7.1 The End User shall at all times effect and maintain adequate security measures to safeguard and protect the integrity of the PDV Data from access, copying, manipulation, or use by any unauthorised person.
- 7.2 The End User shall implement appropriate technical and organisational measures to ensure the security of processing, detailed in a suitable Data Security Policy in place which shall be signed off by the End Users senior management and reviewed at least once per year and employees should be given suitable training on the policy and;
- 7.3 Data Storage
 - 7.3.1 Data Files must on logged on receipt and saved in a secure area of the network. This includes any copies of the data that have been created for processing reasons.

7.3.2 Data must only be accessible and processed by authorised employees and this should be based on job function. Additional Data Security training should be in place for these employees.

7.3.3 Data must not be stored locally on workstations, laptops or any external media, such as USB devices or in paper format.

7.3.4 Data must not be stored on public facing platforms (e.g. FTP sites).

7.4 Physical Security

7.4.1 Network devices must be stored in secure location and only accessible by authorised individuals.

7.5 Operating System

7.5.1 Devices must be running a fully licensed and vendor supported Operating System.

7.5.2 Operating Systems must be kept up to date and updates/patches must be applied in a timely manner.

7.6 Network Security

7.6.1 All network devices must have suitable and robust Anti-Virus software in place.

7.6.2 Automatic updates to the AV databases must be set up.

7.6.3 Reviews of the state of the AV software should occur at least once a day.

7.6.4 A suitable Firewall must be in place.

7.6.5 Network authentication software (such as Active Directory) must be used.

7.6.6 Appropriate email and web filters must be set up.

7.6.7 Public facing site's, must be regularly tested for vulnerabilities.

7.6.8 User passwords must be sufficiently complex and set to change at regular intervals.

7.6.9 An account termination process must be in place to deal with employees who leave.

7.7 Cloud Security

7.7.1 Data must be stored within the UK or EU, unless otherwise pre-authorised.

7.7.2 Cloud Providers should have a suitable accreditation in Data Security, such as ISO270001

7.8 Data Backup

7.8.1 Data that is backed up or replicated must apply the same level of security as the live environment.

7.8.2 Tape backups must be encrypted and if stored offsite must be with a contracted supplier. Tape logs containing data must be kept.

7.8.3 Data replicated over the internet must be done using a secure VPN or via private circuit.

7.9 Data Destruction



- 7.9.1 Data (all copies) must be fully destroyed in line with the agreed retention/usage period. This must include any backups of the data. Logs should be kept.
- 7.10 Data Transmission
- 7.10.1 Data Controllers must not send the data onto any other 3rd parties, unless a Data Processing agreement has been approved by PDV.
- 7.10.2 Data that has been approved to be sent onto by the 3rd party must be sent via an encrypted protocol. Data should be removed from the site once received.
- 7.10.3 Data sent either to or from PDV, must be via the PDV SFTP site, unless otherwise approved.
- 7.11 The End User will promptly notify PDV for the benefit of the Data Owner of any breach or suspected breach of such security measures.
- 7.12 The End User shall retain the PDV Data under its own effective control for the duration of the Licence.
- 7.13 PDV under the direct authority of the Data Owner, reserves the right to include Seed Names to ensure that PDV Data is used in accordance with this Agreement. In the event that PDV, under the direct authority of the Data Owner, determines that PDV Data has not been used or suspects it has not been used in accordance with this Agreement, PDV shall be permitted to conduct an investigation on behalf of the Data Owner, in accordance with this clause 7 and the End User hereby undertakes to PDV to co-operate fully with such investigation.
- 7.14 The End User will permit with reasonable written notice from PDV for PDV and/or its authorised representative(s), acting on behalf of the Data Owner, to have access to the End Users premises to:
- 7.14.1 examine hardware, software, data and any other records, documents or other relevant information relating to the End Users use of PDV Data and to compliance with the Applicable Regulations, and to take copies thereof;
- 7.14.2 ask for and receive explanations in respect of such matters from the End User to the extent necessary for PDV, under the direct authority of the Data Owner, to be satisfied that the terms of the Agreement are being complied with.
- 7.15 PDV under the direct authority of the Data Owner, may also inspect, audit and take copies from the relevant books, records and to appoint an independent auditor to review the accounts and other records (in each case including but not limited to those in machine readable form) of the End User for the purposes of ensuring the accuracy of the records of all supplies of PDV Data to the End Users.
- 7.16 Access shall be granted for these purposes at any time during which the relevant premises are ordinarily open for business. Written notice will not need to be given if access is required by regulation or if PDV, under the direct authority of the Data Owner has reason to suspect a breach



of the Applicable Regulations or a breach of the security and confidentiality clauses of the Agreement.

- 7.17 If an audit determines inadequacy or breach then PDV, under the direct authority of the Data Owner has the right to terminate the Agreement forthwith with all fees due from the End User becoming immediately payable in full.
- 7.18 THE CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS PDV FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, DEMANDS, CLAIMS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL COSTS AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL USE OF PDV DATA UNAUTHORISED BY PDV, UNDER THE DIRECT AUTHORITY OF THE DATA OWNER, BY ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO THE END USER WHERE THE END USER IS NOT THE CUSTOMER).
- 7.19 For all of the purposes of this clause 7 unauthorised use is evidenced as set out in clause 2.10.

8 Warranties and Liability

- 8.1 The Parties warrant to each other that they each have full power, right and authority to enter into the Agreement.
- 8.2 PDV warrants that:
 - 8.2.1 it has full rights to license PDV Data to the End User for the Purpose;
 - 8.2.2 PDV Data has been collected by the Data Owner in compliance with the Applicable Regulations.
 - 8.2.3 The End User acknowledges and agrees that:
 - 8.2.4 PDV is the Processor of third party Controllers data who are the Data Owner;
 - 8.2.5 PDV can make no (and has not made any) representation nor give (and has not given) any warranty or undertaking as to the suitability of PDV Data for any purposes of the End User save for its collection within Applicable Regulations;
 - 8.2.6 PDV will not be liable for any loss, damage or inconvenience whatsoever caused by any inaccuracies in the PDV Data save for any breach of the Applicable Regulations by PDV;
 - 8.2.7 PDV shall not be liable to the End User or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with PDV Data or its use by the End User;
 - 8.2.8 notwithstanding the generality of clause 8.2.7 PDV expressly excludes all liability for consequential loss or damage including but not limited to loss of profit, business, revenue, goodwill or anticipated savings, other than any liability which may not by applicable law be excluded;
 - 8.2.9 it will take out and maintain adequate insurance cover of up to £3 million with a reputable insurance company against liability which the End User may incur to any person in connection with PDV Data which shall include cover but without limitation against liability for death or



personal injury to any customer, employee of the End User or to any third party and damage to or loss of property. The End User will on demand from PDV produce to PDV evidence of such insurance and of its inception and maintenance.

8.3 The End User warrants that it will:

8.3.1 fully and effectively indemnify PDV against liability (including but not limited to all claims, judgments, costs and other liabilities) which PDV may incur by reason of the End User's activities in connection with PDV Data, other than for the reasons detailed in clause 8.2;

8.3.2 maintain the confidentiality and integrity of any Personal Data received from or on behalf of PDV;

8.3.3 implement and maintain appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data in accordance with relevant data protection law;

8.3.4 ensure that its employees and its agents and permitted sub-contractors will comply with all relevant laws, regulations, bye-laws, British Standards or international standards including but not limited to the Applicable Regulations;

8.3.5 not undertake any activity or make any claims which will bring PDV into disrepute;

8.3.6 not institute proceedings for damages for breach of the Agreement after the expiration of thirty days from the date on which the End User became aware of the same or the date on which it ought reasonably to have become aware of the same.

8.4 The End User warrants that where PDV Data has been sent by the End User to any of its associated companies, subsidiaries, affiliates, professional advisers, agents, individuals, customers or clients, PDV, under the direct authority of the Data Owner, shall be permitted to promptly receive a complete and full list of the names and contact details of any and all the recipients of PDV Data upon PDV providing written notice to the End User.

8.5 The Customer and/or any agency or broker executing the Agreement represents and warrants that it has the authority to bind the End User to the terms stated herein and remains jointly and severally liable for all obligations under this Agreement.

8.6 Except as expressly stated in this Agreement all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

9 Confidentiality

9.1 Each Party agrees not to use or reveal the Confidential Information disclosed to it by the other Party for any purpose except to further the objective of the Agreement. Each Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or possession of persons other than those persons authorized hereunder to have any such information, which measures shall include at least a reasonable degree of care. This provision



shall be binding on the Parties and shall be treated and safeguarded hereunder by the receiving Party notwithstanding the termination or expiry of this Agreement.

- 9.2 Each Party shall keep confidential all provisions of the Agreement and shall not make any public announcement of it or its subject matter without the other Party's prior written consent.
- 9.3 The End User acknowledges that PDV, under the direct authority of the Data Owner, shall have the right in PDV's sole discretion to require the return of any Confidential Information or PDV Data in respect of any Output of PDV Data where PDV, under the direct authority of the Data Owner, deems the PDV Data has been used outside the terms of the End User Licence as specified in the Order Confirmation or; (a) where the End User is unable to destroy any PDV Data; or (b) the Order Confirmation has been cancelled in accordance with clause 10 upon termination of the Agreement. For the avoidance of doubt, any PDV Data or Confidential Information shall be returned in accordance with clause 2.16.4.

10 Termination

- 10.1 Upon termination of the Agreement the End User shall immediately return all PDV Data or any other Confidential Information in accordance with this Agreement or confirm its destruction, save for the Personal Data of Data Subjects who have consented to the continued processing of their data by the End User, or have entered into a contract with or become a customer of the End User. For the avoidance of doubt, PDV will advise the End User in writing if the PDV Data is to be returned or destroyed.
- 10.2 PDV, under the direct authority of the Data Owner, may terminate the Agreement with immediate effect on giving written notice to End User if the End User:
- 10.2.1 has used PDV Data outside the terms of the Agreement;
 - 10.2.2 commits any breach of the Agreement which in the sole discretion of PDV, under the direct authority of the Data Owner, cannot be remedied within twenty-eight days of being served written notice to remedy the same;
 - 10.2.3 commits any breach of the Agreement which is capable of being remedied but has not been remedied within twenty-eight days of written notice being given to the End User;
 - 10.2.4 convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the End User shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the End User or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the End User or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction of a solvent company) or any other analogous event occurs in respect of or relating to the End User; or
 - 10.2.5 suffers a change of Control

- 10.3 Any termination of the Agreement shall be without prejudice to any other rights or remedies to which a Party may be entitled under the Agreement or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 10.4 Upon the termination of the Agreement for any reason the licence set out in clause 2.1 shall forthwith terminate and clauses 2.10, 2.12, 7 and 9 hereof shall continue in force in accordance with their terms.

11 General

- 11.1 The End User shall not be entitled to assign or save as may be provided for in the Order Confirmation sub-license or otherwise transfer the End User Licence, the End User Licence shall be personal to the End User only.
- 11.2 The Agreement contains the whole agreement and understanding between the Parties and supersedes any prior written or oral agreement between them relating to the subject matter of the Agreement and the End User hereby agrees that it has not entered into the Agreement on the basis of any representation not set out in the Agreement.
- 11.3 Any notice under the Agreement shall be in writing and shall be deemed duly given if sent by first class post or delivered by hand or facsimile transmission to the address of the Party to be served set out in the Order Confirmation or to the registered office of that Party. Any notice so served shall be deemed delivered if by post two business days after posting, if by hand on the date of delivery and if by facsimile transmission upon receipt of electronic confirmation of transmission.

12 VAT

Save insofar as otherwise expressly provided, all amounts stated in the Order Confirmation are exclusive of amounts in respect of Value Added Tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes are made under the Order Confirmation the End User shall, on receipt of a valid VAT invoice from PDV, pay to PDV such additional amounts in respect of VAT as are chargeable on the supply of PDV Data as at the same time as payment is due for the supply of the PDV Data.

13 Governing Law and Submission to Jurisdiction

- 13.1 The construction, validity and performance of the Agreement shall be governed by and construed in all respects in accordance with English law.
- 13.2 All disputes arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the Parties agree to submit.

PDV's Lead Generation Terms and Conditions

These Lead Generation Terms and Conditions ("Terms") shall be read in conjunction with PDV's Standard Terms and Conditions. Capitalised terms contained herein shall have the same meaning as in PDV's Standard Terms and Conditions. Should there be a conflict between PDV's Standard Terms and Conditions and these Terms, then these Terms shall prevail.

14 Definitions

In these PDV Lead Generation Terms and Conditions and the Order Confirmation unless the context shall otherwise require, the following words and expressions shall have these meanings assigned to them:

Exclusivity Period means the period following its collection that a response to a specific Question Set can be utilised via the specified Contact Channel by the End User;

Input Materials means all data, information and associated materials which are required to be provided by the End User to PDV in order that the Data Owner may carry out the agreed Lead Generation services on behalf of the End User.

Lead Generation ("Leads") means PDV Data generated by third party Controllers and provided to the End User through a Question Set, Brochure Request or Co-Registration from a Survey as specified on the Order Confirmation;

Licence Period means the period during which time the End User may make use of the PDV Data concerned;

Notice Period means the notice period required to be given in writing, by either PDV, under the direct authority of the Data Owner or the End User for the ceasing of data collection;

Question Set means specific questions asked on a Survey which form the basis of PDV Data supplied to the End User for Lead Generation;

Start Date is the date on which the Question Set is added by PDV to the live survey either on a Data Owner site or telesurvey, or affiliated site or telesurvey, with a view to collecting data which is to be supplied to the End User;

Survey means any Question Set compiled and executed by or in conjunction with PDV, under the direct authority of the Data Owner, which contains a Question Set and other questions in order to create PDV Data.



Uncontactable Name means goneaways, deceased's, dead and wrong numbers, Email bouncebacks and inaccuracies, subject to investigation by PDV, under the direct authority of the Data Owner.

15 Services

- 15.1 References in these Lead Generation Terms and Conditions to clauses and parties are respectively to the clauses of and the parties to these Terms and Conditions. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 15.2 PDV, under the direct authority of the Data Owner, has the right to revise and amend these Terms and Conditions from time to time as published on www.pdv.agency/policies/pdv-terms.pdf . The End User will be subject to the policies and terms in force at the time that the End User orders the PDV Data as instructed by the End User in the Order Confirmation, unless any change to those policies or these Terms and Conditions are required by law or government or regulatory authority in which case it will apply to orders the End User has previously placed that PDV has not yet fulfilled.
- 15.3 The End User shall be responsible for delivering to PDV, all necessary Input Materials in the manner, quantity, form, condition, and delivery timescale agreed in the Order Confirmation or in writing, where applicable. PDV reserves the right to charge a reasonable additional fee for any preparatory work necessary to use the Input Materials where such Input Materials were not supplied as agreed.
- 15.4 The End User hereby grants to PDV and its Data Owners a non exclusive, limited, worldwide, royalty-free revocable license to display, perform, copy, transmit, distribute and promote the End User's campaign and Input Materials in connection with its obligations in the Order Confirmation.
- 15.5 PDV agrees not to alter the wording of a Question Set specified by the client without the written approval of the End User. PDV may however terminate the agreement in the event that the original Question Set is of no economic benefit to PDV.
- 15.6 PDV warrants that it will only use the Input Materials to enable PDV to carry out the services and provide the agreed Lead Generation as detailed on the Order Confirmation, and for no other purpose and following completion of the order, will arrange for all copies of the Input Materials to be deleted from PDV's systems.
- 15.7 The End User acknowledges that they shall not issue, produce or originate any information or make any statement (using PDV Data or otherwise) that is untrue, false, incorrect or misleading including (but not limited to) information relating to the End Users identity and contact details. The End User warrants that any and all Input Materials the End User issued, produced or originates from the End User shall be true in every respect throughout the term of this Agreement and/or Order Confirmation and the End User shall promptly notify PDV of any changes to such information.



- 15.8 PDV reserves the right at any time prior to the first Output of PDV Data to cancel an Order Confirmation without incurring any liability other than liability which may not by applicable law be excluded or limited, in which event no part of the Rental Fee for PDV Data yet to be Output shall be payable by the End User.
- 15.9 Outputs will cease following the delivery of all PDV Data collected in accordance with the instructions of the End User in the Order Confirmation and/or Data Processing Agreement up until the completion of the Notice Period.
- 15.10 The End User agrees to receive the Output of PDV Data, return any PDV Data or send any other data owned by the End User to PDV by PDV's Secure File Transfer Protocol (the "Software"), a protocol used to transfer files between a PC and an embedded device using RS-232 or any other similar serial protocols. PDV will not be liable for any direct or indirect loss, damage or inconvenience whatsoever caused by any type of Software or where the End User has requested PDV Data to be Output, PDV Data returned or where any other data owned by the End User was sent to PDV by any other Contact Channel. PDV under the direct authority of the Data Owner and on the instruction of the Customer and or End Client may send Outputs by an Application Interface (API) and or third party SFTP/HTTPS sites but only subject to the End User agrees and acknowledges that it is fully responsible for the security of any such transfer method.
- 15.11 All PDV Data collected on behalf of the End User up until the completion of the Notice Period and delivered thereafter, shall be paid for by the End User whether or not the PDV Data is used by the End User.
- 15.12 PDV reserves the right to review and revise the cost per Name at any time. If PDV's proposed revision to the cost per Name is not agreeable to the End User, PDV has the right to serve notice in accordance with the Notice Period.
- 15.13 The End User acknowledges that Co-Registrations are from individuals who have registered with the End User and that the End User may only continue to market its products and services to such Co-Registered individuals until the Data Subject exercises their rights under the Act or the data is no longer necessary for the purpose it was obtained or are removed in accordance with the End Users retention policy. The End User further acknowledges that individuals who have elected to Co-Register with the End User may have also elected to register with PDV's Data Owners and/or its affiliated publishers and may have elected to Co-Register and/or opt-in to additional advertisers. Therefore, the End User acknowledges that PDV's Data Owners, and its affiliated sites retain all rights to market and communicate to such persons.
- 15.14 If the End User requests any amendments to a Lead Generation campaign after the Start Date, the relevant Notice Period would need to be served by the End User and a new Order Confirmation confirming the End Users new instructions, unless otherwise agreed in writing with PDV, under the direct authority of the Data Owner.
- 15.15 The End User undertakes to fully comply with the Codes of Practice set out by the Regulatory Authorities and hereby agrees to be fully responsible to the Regulatory Authorities where PDV,



under the direct authority of the Data Owner and the instructions of the Customer and/or End User, has sent a relevant mailing piece or creative on your behalf and agrees to fully indemnify PDV against all costs, claims, liabilities, demands, losses and expenses resulting from any breach of any of the Regulatory Authorities Codes of Practice.

15.16 Where PDV are so instructed by the Customer and/or End User, PDV's Data Owners agree to promote the service or business of the Customer for a set period of time as specified on the Order Confirmation. PDV do not make any guarantee as to the level of activity that this generates.

16 Uncontactable Names

16.1 The cost per Name takes into account a percentage of Uncontactable Names. Only Outputs with greater than 5% of Uncontactable Names against all PDV Data of the same product type supplied to the End User in a calendar month will be investigated by PDV's Data Owners for possible deficiency.

16.2 If the Uncontactable Names deficiency is greater than 5% the End User agrees to provide PDV with proof of deficiency for all disputed Names. In the event that the End User disputes any Names provided in the PDV Data as hoax or invalid, the End User agrees to provide reason codes for each Name as detailed below:

- **A41 Business Number** - Consumer informs Agent that Number is a business number.
- **A43 Deceased** - Consumer informs Agent that Individual is deceased.
- **A44 Goneaway** - Consumer informs Agent that Individual has moved away.
- **A45 Under 18** - Consumer informs Agent that Individual is under 18.
- **A46 Wrong Consumer** – Consumer informs Agent that Call is a wrong number - Individual does not live at that address.
- **A47 Dead Line** - Dialler or Agent identifies Line as dead.
- **A48 Did not Request Contact** – Consumer informs Agent that they did not complete the survey.
- **A49 Profanity** - Individual is identified as a profanity.
- **A50 Fax/Modem number** - Dialler or Agent identifies Number is Fax or Modem Number.

No other return reason is acceptable unless otherwise stated on the Order Confirmation.

16.3 In order for PDV's Data Owners to investigate any possible deficiency, the End User must return Uncontactable Names within thirty days from date of Output.



16.4 PDV, under the direct authority of the Data Owner, agrees to replace data which it has verified as hoax or invalid with valid Names subject to clauses 16 to 18 of these PDV Lead Generation Terms and Conditions, and clause 3.5 to 3.7 of PDV's Standard Terms and Conditions, unless otherwise stated in the Order Confirmation.

17 Licence Terms and Intellectual Property

17.1 PDV, under the direct authority of the Data Controller, grants the End User an exclusive Licence Period of twenty eight days (four weeks) from date of Output of the leads, unless otherwise stated on the Order Confirmation.

17.2 The End User is not permitted to supply, transfer or otherwise make available any Leads to any third parties other than the End User, except where third parties are acting as Processors on behalf of the End User and instructed by way of a Data Processing Agreement.

17.3 Unless otherwise stated in the Order Confirmation, the contact details of an Enquirer may be retained by the End User for a period of no more than ninety days following initial first contact via the campaign as permitted under the terms of the Agreement, provided that:

17.3.1 This period of retention is permitted solely to allow the End User a reasonable time to convert an Enquirer into a Purchaser;

17.3.2 No further contact of any kind may be made by the End User after the permitted ninety day period of retention unless the Enquirer has become a Purchaser and/or provided their consent for further communication from the End User.

17.4 Input Materials, such as creative assets, email broadcasts or question wording from End Users will not contain or promote adware, spyware, viruses, obscene, abusive, violent, bigoted, hate-oriented, cracking, hacking or warez content or conduct.

17.5 During the term of this Agreement and for twelve months thereafter, the End User shall not directly or indirectly solicit any on-line publisher, web site, email provider or telesurvey call centre that is affiliated with PDV for the purposes of collecting data. In the event that the End User does directly or indirectly contract with such affiliate then the End User shall pay PDV an additional commission equal to the amount PDV would otherwise have received had the End User obtained the data from PDV.

17.6 PDV Data will remain under the ownership of PDV's Data Owners at all times. PDV, under the direct authority of the Data Owner shall have the right to analyse, manipulate, formulate conclusions and extract information from all PDV Data. PDV, under the direct authority of the Data Owner, shall be entitled to use such information at its sole discretion by way of the grant of End User Licenses to third parties provided that nothing herein shall permit PDV to reveal to any third party the responses to specific Question Sets within the Exclusivity Period.

18 Termination



- 18.1 The required Notice Period to be given in writing, by either PDV or the End User for the ceasing of data collection will be as follows, unless otherwise stated on the Order Confirmation,
- **Capped Contract** – can be terminated by either party giving one month’s notice at any time after the Start Date, or on reaching the Capped Contract volume of Leads, whichever is sooner;
 - **Term Contract** – as detailed on the Order Confirmation.
 - **Rolling Contract** – can be terminated by either party giving one month’s notice for a one month rolling contract, or three months notice for a three month rolling contract, at any time after the Start Date;
- 18.2 Notice must be sent in writing and should be addressed to Head of Lead Generation, PDV Ltd, Sunningdale, The Belfry Business Park, 13 Colonial Way, Watford, Hertfordshire, WD24 4WH. Any notice given under this Agreement will be deemed to have been received:
- If delivered personally or sent by email or fax then at the time of delivery, or receipt of email or fax transmission unless delivery of fax transmission occurs before 9 am on a working day (in which case the notice will be deemed to have been received at 9 am on that day) or delivery or fax transmission occurs either after 5 pm on a working day or on a day which is not a working day (in which case the notice will be deemed to have been received at 9 am on the next following working day); or sent by email to the Head of Lead Generation, or
 - if sent by pre-paid first class or special delivery post at 9 am on the second working day after posting.
- 18.3 PDV shall be permitted to terminate the Order Confirmation with immediate effect in the event of a breach of any of these clauses by the End User.

19 Fees and Payments

- 19.1 The End User agrees to pay the fees set forth on the Order Confirmation within thirty days of date of PDV’s invoice, unless stated otherwise on the Order Confirmation.
- 19.2 In the event that PDV does not receive a written notification of a query in respect of the PDV Data with rationale and support in accordance with clauses 3.6-3.9 of the PDV standard terms and conditions, then any invoice issued for PDV Data will be deemed valid and payable and may not thereafter be disputed.
- 19.3 Any queries in respect of the contents of an invoice must be received no later than 10 days from the date of receipt after which point the invoice shall be deemed valid and payable and may not thereafter be disputed.
- 19.4 PDV reserves the right to charge interest on any sums not paid by the due date at a rate of 4% per annum over the base rate of Barclays Bank PLC.

- 19.5 In the event that PDV has no other option than to seek payment of unpaid debt through the courts, PDV will charge the sum of 8% per annum on any unpaid debt.
- 19.6 In addition, PDV reserves the right to charge the End User for its legal and other costs plus any VAT should any sums not be paid but due for payment be referred to PDV's solicitors or other representatives.

Data Processing Addendum to the PDV Terms and Conditions

- 1 PDV is a Data Processor and the Customer and/or End User is the Data Controller as defined by the Article 4 Clause 7 of the UK Data Protection Regulation (UKGDPR), for all Data Owner data transferred to the End Client, or by request from the End Client, to its Processor's, Sub-Processor's, Agents, Affiliates or Officers;
 - 1.1 The End Client will abide by the Applicable Regulations including but not limited to the Data Protection Act 2018, the UK General Data Protection Regulation and the Privacy and Electronic Communications (EC Directive) Regulations 2013; and
 - 1.2 ensure that, all Processor's of PDV Data, appointed by the Customer and/or End User shall be subject to a Data Processing Agreement highlighting the roles and responsibilities of the Processor.
- 2 In the absence of a Data Processing Agreement supplied by the End User, the End User instructs PDV to act as its Processor as follows;
 - 2.1 PDV is instructed to source data based on the requirements of the End User, from compliant third party Controllers ("Data Owners") including but not limited to Data Locator Group Limited and MyOffers Limited and others where instructed to do so by the Customer and/or End Client, for Direct Marketing Purposes;
 - 2.2 Where instructed by the Customer and/or End User PDV is to source data for postal and telephone campaigns from Data Owners where the Data Subject has not objected to marketing by way of registering with the TPS or MPS;
 - 2.3 Data supplied under clause 2.2 shall be processed on the Legal Basis of the legitimate Interests of the Data Owner and End User;
 - 2.4 Where instructed by the Customer and/or End User PDV will source leads for direct marketing campaigns where the Data Subject has given a clear and affirmative indication that they wish to receive marketing communication from the Customer and/or End User;
 - 2.5 Data supplied under clause 2.4 shall be processed on the Legal Basis of consent;

- 2.6 PDV is instructed to complete compliance checks on all or any Data Owners used to supply data for the End User and to ensure that all data has been collected in compliance with the Act;
- 2.7 Data owned by and supplied to PDV by the Customer and/or End User with instructions to analyse, profile, cleanse, dedupe, match or validate the Customer and/or End Users data, shall also be subject to the terms of this Data Processing Addendum where relevant;
- 2.8 PDV will implement appropriate technical and organisational measures in accordance with Article 32 of the UKGDPR, which will be made available for inspection on the instruction of the Customer and/or End User;
- 2.9 PDV is instructed to engage Processors where appropriate for the purpose and only where a legally binding contract exists between PDV and its Processors to protect the security of Processing of any Data Owner or End Client data;
- 2.10 The Customer and/or End User authorises PDV to engage Processors to fulfil its obligations under this Agreement but PDV shall inform the Customer or End User of any intended changes concerning the addition or replacement those Processors which the Customer or End User has the right to object to;
- 2.11 The Customer and or End User agrees and acknowledges that the Agreement including any associated Order Confirmation, this Data Processing Addendum or Data Processing Agreement supplied by the Customer and/or End User and any relevant written correspondence between the parties represents the instructions of the Customer and/or End User to PDV;
- 2.12 PDV does however reserve the right to inform the Customer and/or End Client of any lawful requirements, missing from the Customer and/or End Users instructions, which must be implemented prior to processing;
- 2.13 PDV warrant that all persons authorised to process Personal Data are subject to a statutory obligation of confidentiality;
- 2.14 PDV warrant that any Processor engaged by it for the purpose will be subject to a Data Processing Agreement which will be legally binding and provide appropriate instruction reflecting the instructions of the Customer and/or End User;
- 2.15 PDV will assist the Data Owner and Customer and/or End User insofar as is possible, for the fulfilment of the Controllers obligation to respond to requests for exercising the Data Subjects rights and pass where appropriate under the Act any request received to the relevant Controller(s);
- 2.16 PDV will assist the Controllers in ensuring compliance with obligations pursuant to Articles 32 and 36 and where necessary assist the Customer and/or End User in assessing risk through a data processing impact assessment pursuant to Article 35 of the UKGDPR;



- 2.17 PDV as Processor does not retain any Data Owner or Customer and/or End User data but PDV will return or destroy any Customer and/or End User data immediately where instructed.
- 2.18 PDV, under the direct authority and instruction of the Data Owner, may instruct the End User to return or destroy Data Owner data as if the Data Owner had themselves issued the instruction, save for Data Subjects who have consented to further communication from the End User;
- 2.19 PDV will make available all information necessary to demonstrate compliance with the Act and will contribute to audits conducted by the End User or another auditor mandated by the End User;
- 2.20 The End User will submit to audits by PDV acting under the direct authority of the Data Owner or another auditor mandated by the Data Owner;
- 2.21 PDV will immediately inform the End User if, in its opinion, an instruction from the Customer and/or End User, infringes the Act or any other Applicable Regulations or regulatory guidance;
- 2.22 PDV shall remain liable to the End User for any act or omission or failure to act or omit on the part of a Processor engaged by PDV for the purpose under a Data Processing Agreement that shall place the same obligations of PDV on that Processor;
- 2.23 If PDV are instructed to supply data directly to an End User or Processor acting on behalf of the End User, in a third country, the Data Owner will require PDV to enter into an Agreement to protect the rights and freedoms of the Data Subject incorporating standard contractual clauses adopted and approved by the ICO;
- 2.24 Insofar as the Customer and/or End User supplies data, for which it is the Controller, to PDV for matching, analysis, profiling, validation, verification, cleansing and de-duplication, PDV will also;
- 2.25 inform the End User immediately in the event of a breach of the Personal Data of Data Subjects supplied by the End User;
- 2.26 failure to do so will represent a breach of both this agreement and the PDV's obligations under the Applicable Regulations;
- 2.27 will provide a report to the End User as to;
 - 2.27.1 how the breach occurred;
 - 2.27.2 the measures taken to avoid any further breaches, which may include the immediate destruction of all data supplied by the End User;
 - 2.27.3 the number of Data Subjects affected;
 - 2.27.4 a precise inventory of the Personal Data which has been lost or breached;
 - 2.27.5 the timeline over which the breach has occurred.

- 2.28 will assist, where necessary, at its own cost, the End User in notifying the Data Subjects of any such breach in whatever manner is required by the Disclosing Party;
- 2.29 will assist with the provision of information, documentation and explanation as required by the ICO.
- 2.30 will delete, return or destroy all the End Users data at the request of the End User and in any event at the expiry of twelve months from receipt of data relating to this Agreement;
- 2.31 nothing in this Agreement relieves the Parties of their own direct responsibilities and liabilities under UKGDPR.
- 2.32 the Parties shall indemnify and hold harmless each other for all claims, losses, and costs directly attributable to the negligent actions of the where one or other is found to be in breach of this Agreement, negligent or in breach of the Applicable Regulations.
- 2.33 each party shall appoint a single point of contact (SPoC) who will work together to reach an agreement with regards to any issues arising from the processing of the Disclosing Party's data;
- 2.34 the SPoCs of each Party shall be responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
 - 2.34.1 the SPoC for PDV is; Miss Samantha Pocock, Data Protection Officer.
 - 2.34.2 the SPoC for the Disclosing Party shall be the individual named on the Order Confirmation unless otherwise informed in writing by the Customer and/or End User;
- 2.35 the parties agree to provide all assistance as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.
- 2.36 PDV shall at no time transfer or otherwise disseminate data provided by the Disclosing Party to any party outside of the EEA without the explicit written permission of the Disclosing Party.
- 2.37 data shall be processed on the basis of one of the following grounds;
 - 2.37.1 The Data Subject has given his or her consent;
 - 2.37.2 processing is necessary for the purposes of the legitimate interests pursued by the End User except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the Data Subject.
- 2.38 the End User warrants that in obtaining or collecting the Personal Data, it did not violate any Applicable Regulations or self-regulatory guidelines promulgated by the ICO, or the rights of any third party, and it shall not induce PDV to process the Personal Data in such a way that the End User knows or should reasonably know would violate the Applicable Regulations, the End



Users own published privacy policies, or any other published privacy policies or notice and disclosure statements under which such data was collected.

Schedule 1 to the PDV Terms and Conditions

End User Agreement

The terms within Schedule 1 only apply when data supplied to the End User by PDV is to be screened against the Royal Mail's National Change of Address (NCOA) suppression file.

RECITALS:

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

AGREEMENT:

1 Definitions and Interpretation

- 1.1 In this EULA, where the context allows, the following words and expressions have the following meanings:
- 1.2 Batch Processing the automated electronic processing of a batch of Customer Records in a Customer Database against Suppression Data in the NCOA[®] Suppress Database for the purpose of identifying Matches;
- 1.3 Confidential Information any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Suppression Data, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either Party;
- 1.4 Customer Database an electronic compilation of Customer Records;
- 1.5 Customer Record the name and address of a current or lapsed customer or prospective customer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration and where the

End User is a Public Body, such references to customer shall be deemed to mean any individual over whom such Public Body has or exercises competence under its statutory powers or duties;

- 1.6 Data Protection Legislation the Data Protection Act 1998, Directive 95/46/EC of the European Parliament, the General Data Protection Regulation (GDPR) (EU) 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;
- 1.7 EEA the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland Liechtenstein and the United Kingdom;
- 1.8 End User the individual, company or other legal entity which is the owner or licensor of the Customer Database;
- 1.9 EULA this end user licence agreement between the Parties;
- 1.10 Intellectual Property Rights all intellectual property rights including copyright and related rights, database rights, trademarks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

Law

- I. any applicable statute or proclamation or any delegated or subordinate legislation;
- II. any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;
- III. any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
- IV. any applicable judgment of a relevant court of law which is binding precedent in England,

in each case in force at any time during the term of this EULA;

Licensed Reseller the individual, company or other legal entity which is licensed by Royal Mail Group Limited to use the Suppression Data in the provision of Services to the End User;

Match each instance where through Batch Processing, a name and address contained in the Customer Database is matched to a name and address in the NCOA[®] Suppress Database;

NCOA[®] Suppress Database a database containing Suppression Data selected, arranged and compiled by Royal Mail and stored on electronic media and including any updates to it;

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

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

Permitted Purpose carrying out Batch Processing and in relation to any Match either: (i) deleting the name and address records which appear in the Customer Records of the relevant existing customer or prospective customer to whom the Match relates, for the purposes of a one-off mailing campaign by the End User; or (ii) providing a permanent flag against the address of the relevant existing customer or prospective customer to whom the Match relates; and (iii) for the avoidance of any doubt, the Permitted Purpose shall not, in accordance with Data Protection Legislation, include sending any marketing to individuals;

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

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

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

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

Reseller Agreement Royal Mail's agreement with the Licensed Reseller under the terms of which Royal Mail licenses the Licensed Reseller to use the NCOA[®] Suppress Database for the purposes of the Services;

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

Services the address updating service which shall be provided by the Licensed Reseller to End Users in accordance with the EULA pursuant to which the Licensed Reseller carries out Batch Processing in accordance with the Permitted Purpose;

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

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

- 1.2 In this EULA unless the context otherwise requires:
 - 1.2.1 references to one gender include references to all genders and references to the singular include the plural and vice versa;
 - 1.2.2 clause headings are for convenience only and will not affect the construction of this EULA;
 - 1.2.3 any reference to an enactment or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;
 - 1.2.4 references to persons shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
 - 1.2.5 any phrase introduced by the expressions including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.6 references in this EULA to the NCOA[®] Suppress Database shall be deemed to include Suppression Data or any part of it, as the context so requires.

2 Licence

- 2.1 In consideration of the End User complying with the terms of this EULA, Royal Mail grants to the End User a non-exclusive, non-transferable, revocable right in the EEA to use the Suppression Data received as part of the Services for the Permitted Purpose only. The End User shall in no circumstances use the Suppression Data for the purpose of detecting fraud or money laundering.
- 2.2 The End User warrants and undertakes that any Customer Database (in respect of which Batch Processing is being performed) is owned or licensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User's knowledge prior to Batch Processing.
- 2.3 Except as expressly permitted in this EULA, the End User must not at any time reproduce, publish, sell, let, lend, extract, utilise, process or otherwise disclose the Suppression Data or the Customer Database after Batch Processing (in whole or in part), either directly or indirectly, and the End User must treat Suppression Data as Confidential Information.
- 2.4 The End User may only use the Suppression Data for the Permitted Purpose. For the avoidance of doubt, the End User must:
 - 2.4.1 ensure that Suppression Data supplied by way of a Match is immediately integrated into the Customer Records; and
 - 2.4.2 not try to access, extract, utilise or process Suppression Data except through Batch Processing and not carry out any Individual Look Ups or any other means of looking up Suppression Data concerning a specific individual where this is not expressly permitted by Royal Mail for the Licensed Reseller.



- 2.5 The End User must pay the Licensed Reseller for all Matches it obtains through its use of the Services.
- 2.6 The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of this EULA by the End User.
- 2.7 At any time during the term of this EULA, on the provision of two (2) Working Days' notice from Royal Mail, the End User shall give Royal Mail and its agents reasonable accompanied access during working hours to its premises, computer systems, accounts, documents and records for the purpose of verifying and monitoring the End User's compliance with this EULA.

3 Liability of Royal Mail

- 3.1 The End User acknowledges that Royal Mail does not warrant:
 - 3.1.1 the accuracy and/or completeness of the Suppression Data;
 - 3.1.2 that the NCOA® Suppress Database contains the names and addresses of all Redirection Customers; nor
 - 3.1.3 that the NCOA® Suppress Database does not infringe the Intellectual Property Rights of any third party.
- 3.2 The End User agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the End User, or performance of, Suppression Data, with the exception of death or personal injury caused by Royal Mail's negligence.
- 3.3 The End User acknowledges that Royal Mail will not be liable to the End User in respect of the Services provided by the Licensed Reseller.
- 3.4 The End User acknowledges that Royal Mail will not be obliged in any circumstances to provide Suppression Data or related services directly to the End User.

4 Property Rights in Suppression Data

- 4.1 The Intellectual Property Rights in Suppression Data supplied to the End User as part the provision of the Services shall remain at all times the property of Royal Mail.
- 4.2 The licence to use the Suppression Data is personal to the End User. The End User may not license or assign the Intellectual Property Rights in the Suppression Data except as expressly permitted under this EULA or as otherwise agreed in writing by Royal Mail. For the avoidance of doubt, this EULA does not operate as an assignment by Royal Mail to the End User of any Intellectual Property Rights that might subsist in or relate to the Suppression Data.
- 4.3 The End User acknowledges that it will not acquire any rights of any nature in or in relation to the Suppression Data as a result of the End User's use beyond those rights specifically granted

in this EULA. If the End User challenges the validity of the Intellectual Property Rights in or relating to the Suppression Data or Royal Mail's title to those Intellectual Property Rights Royal Mail may suspend or terminate this EULA with immediate effect by giving notice to the End User.

- 4.4 The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Suppression Data and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Suppression Data.
- 4.5 The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Suppression Data or any other of the Intellectual Property Rights of Royal Mail.
- 4.6 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the End User shall co-operate fully in any such action. The End User is not granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separate right that it may have as far as such a disclaimer is permitted by Law.
- 4.7 Upon termination of this EULA, the licence shall continue in respect of Suppression Data that has been supplied to the End User through the Licensed Reseller's performance of the Services and incorporated into the Customer's Database as at the date of termination provided that the End User continues to use such Suppression Data for the Permitted Purpose and in accordance with the limits on use of Suppression Data contained in this EULA which shall continue to operate in respect of such Suppression Data after the termination of this EULA.
- 4.8 The provisions of this Clause will continue to operate after the termination of this EULA.

5 Data Protection

- 5.1 For the purposes of this clause 5 data "controller", data "processor", "data subject", "personal data" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.
- 5.2 The Parties' attention is drawn to the Data Protection Legislation. The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under this EULA. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this EULA, each separately determine the purposes for which and the manner in which any personal data is required to process in connection with this EULA, and therefore, for the purposes of the this EULA are each a data controller in respect of such personal data.
- 5.3 The End User acknowledges that the terms of this EULA are structured in order to comply with the Data Protection Legislation. The End User undertakes that it will use the Suppression Data

only in accordance with the Permitted Purpose and will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Legislation.

- 5.4 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the performance of this EULA.
- 5.5 The End User agrees to comply with the Data Protection Legislation as it applies to its use of Suppression Data (including compliance with any data protection notices and opt out and/or opt in wording on the Redirections Form as amended from time to time by Royal Mail).
- 5.6 The End User must not disclose, pass or sell all or part of the Suppression Data outside the EEA without the prior written consent of Royal Mail.

6 Assignment

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

7 Termination

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

8 Confidentiality

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

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

9 General

- 9.1 This EULA records the entire agreement between the Parties and supersedes all earlier agreements and representations by the Parties on the subject matter of the EULA. This Clause does not exclude liability for any fraudulent misrepresentation by either Party.
- 9.2 The rights, powers and remedies provided in this EULA are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.
- 9.3 Nothing in this EULA shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.
- 9.4 The failure to exercise, or delay in exercising, a right, power or remedy provided by this EULA or by Law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach



of any provision of this EULA this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

9.5 This EULA is subject to English Law. The Parties agree to submit to the exclusive jurisdiction of the English courts.

9.6 In the event that the Licensed Reseller and the End User enter into a separate licence relating to the provision of the Services, the terms of this EULA may not be varied or superseded by, and will prevail over, any such licence.

<ENDS>

Last Updated	4 th November 2024
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