

## TERMS AND CONDITIONS

### DEFINITIONS

- 'Purchaser':** means the person, firm, company or organisation to whom Credible Data Limited (herein described as Credible Data) agrees to supply goods and/or services.
- 'Data':** means information representing attributes of companies in hard copy or electronic form or held on any other medium or media and which Credible Data either owns or is authorised to supply.
- 'Mailing List':** means the same as Data. For the purposes of this agreement the terms Data and Mailing List may be used interchangeably.
- 'Licensee':** means the person, firm, company or organisation for whose benefit Credible Data Limited (herein described as Credible Data) is authorizing the use of a mailing list. For the purposes of this agreement, a Licensee excludes from its meaning any third party, including any holding company, sister company or subsidiary.
- 'Nominated Third Party':** means any organisation who, on behalf of the Licensee is contracted to receive, process, add value to, dispatch any Mailing List supplied by Credible Data.
- 'License':** means the period of time or the number of uses for which the Data is licensed.

### GENERAL

- All Mailing List rentals, fax broadcasting, electronic communications and telemarketing campaigns are to be used within the terms of the License agreed.
- The Licensee and/or its Nominated Third Party will not assign, transfer or sub-license this agreement without the written permission of Credible Data.
- Agreement for a Licensee to use Data and Services supplied by Credible Data, whether by employees of the Licensee or a Nominated Third Party, is subject to the Licensee ensuring that any such use shall conform to the enclosed Terms and Conditions.
- Credible Data cannot be held responsible for any costs as a result of change to the volume of Data or Credible Data Services available due to the constant updating taking place. All prices, quantities and delivery times stated in any quotation are not binding upon Credible Data. They are commercial estimates only, which Credible Data will make every effort to achieve.
- Where the Purchaser and Licensee are not one and the same, by signing this document the Purchaser warrants that the Licensee has read, understood and agreed to these Terms & Conditions and furthermore that the Purchaser is not authorised to use the Data in any way other than to forward the Data onto the Licensee or their Nominated Third Party and agrees to expunge the Data immediately following completion of the aforementioned transaction.
- Where a Mailing List or Credible Data Service is released to a Nominated Third Party, by signing this document, the Purchaser warrants that the Nominated Third Party has read, understood and agreed to these Terms & Conditions.
- Data which is deemed unreadable or otherwise disputed will not be re-supplied until it has been returned and checked. Where Credible Data is found not to be at fault, the Licensee will be liable for all associated processing and delivery charges.

### LICENCE TERMS

- Upon expiry of the License, the Licensee and/or Nominated Third Party agree to immediately expunge from any storage facility owned by, or under the control of the Licensee any Data to which the license appertains.

### COPYRIGHT

- The Licensee and/or Nominated Third Party acknowledge that all intellectual property rights including without limitation copyright, shall remain the sole property of the registered owner of the Data and Credible Data for Services provided.
- The Licensee and/or its Nominated Third Party is authorised to use Credible Data information under this agreement for the licensee's direct marketing purposes only. Under no circumstances must the Data be reproduced, copied, or transferred to a third party (other than the Nominated Third Party), or be used to benefit any third party including without limitation, any business, company or entity associated or affiliated with the Licensee or Nominated Third Party, unless previously agreed in writing by a Credible Data representative.

### COMPLIANCE

- The Licensee warrants that all copies of any supplied Data will be appropriately marked so that the source of the Data is identifiable.
- All parties warrant that they are appropriately registered under the "Data Protection Act 1984" in respect of the collation, processing and use of the Data.
- The Licensee and/or its Nominated Third Party shall ensure that its use of the Data shall comply with the codes of practice of the appropriate supervisory and Government bodies. These include DMA (UK), The British Code of Advertising Practice, Information Commissioners Office, DTI and Advertising Standards Authority.

### LIMITATION OF LIABILITY

- The Licensee's attention is drawn to the fact that Credible Data shall not be liable for any claim arising out of inappropriate or unauthorised use of the Data or Marketing Services, including electronic communications or 'spamming'.
- Notwithstanding any terms of this agreement, Credible Data shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of, or defect in the Data, nor for any special, indirect, economic or consequential loss or damage however so arising or however so caused (including loss of profit or revenue) whether from negligence, or otherwise in connection with the supply, functionality or use of the Data, Services or any breach of this agreement. Any liability of Credible Data shall in any event be limited to the value of the contract.
- The licensee's attention is drawn to the fact that it is the responsibility of the data user (whether the Licensee or Nominated Third Party) to comply with all relevant Direct Marketing legislation. Credible Data will not be held responsible or liable for any breach of legislation and resulting prosecution.

### DATA QUALITY GUARANTEE

- Credible Data have a 'two for one' refund policy, where Credible Data is the owner of the Data, on all Post Office marked gone-aways (company or contact related) and telephone verified gone-aways (proof of replacements required). This does not apply to gone-aways returned after 30 days of receipt of order.
- The refund policy specifically excludes the supply of email addresses. Furthermore, Credible Data shall not be liable for direct or indirect loss, consequential loss or loss of profits suffered by the user of Email addresses supplied by Credible Data for any reason whatsoever including non-connection or inaccurate Data.

### UNAUTHORISED USAGE

- All Data supplied by Credible Data or used through Credible Data Systems may contain a reasonable quantity of seed names, which will be monitored to detect unauthorised usage at all times throughout and after the term of the License. Unauthorised usage includes, but is not limited to disclosure, transfer, resale, re-use, data capture or copying or modification in part or in whole.
- If unauthorised usage is detected and confirmed upon investigation, the Licensee will be liable for ten times the original invoice value, payable immediately and must expunge from any storage facility owned by, or under the control of the Licensee any Data to which the license appertains.
- Where it is proven beyond reasonable doubt that the Purchaser, Licensee or their Nominated Third Party has supplied or sold the Data to a further party, Credible Data reserve the right to seek legal action to recoup damages, full legal costs and punitive damages.
- Credible Data's exercise of clauses 19 & 20 will in no way prejudice any other rights Credible Data may have in respect of such actions by the Licensee or their Nominated Third Party.

### RESHIPMENT

- Reshipment of Mailing Lists for any reason whatsoever will be subject to a charge of £50.00 regardless as to whether the Licensee has altered their Mailing List requirements or not.

### CANCELLATION

- Orders cancelled following production will be subject to the full invoice value regardless as to whether the Licensee has used the Mailing List and / or Marketing Services or not. For other Credible Data Services individual cancellation terms apply and are defined in the order form and the Service Level Agreement.

### PAYMENT

- Payment must be made within the agreed terms signed by the Purchaser on a Credible Data order form or within other written documentation signed and agreed in advance by both parties.
- Invoice queries must be presented within seven working days from receipt.
- Invoices not settled within the signed and agreed terms will be subject to interest at the rate of 4% above the Bank of England Base Rate on a daily basis on the entire invoice value. In addition, administrative and legal fees will be appended to the account where appropriate.

### ENTIRE AGREEMENT

- Each provision, requirement or exclusion contained within these conditions shall be severable and shall subsist notwithstanding the inapplicability or unenforceability of any other terms contained herein.
- This agreement shall supersede all previous agreements and shall represent the entire agreement between the parties, unless a separate SLA has been provided. Changes to this agreement shall be valid and effective only if made in writing and signed by both parties.

### GOVERNING LAW

- This agreement shall be subject to and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

**DECLARATION** - I have read, understood and by signing this document agree to Credible Data's Terms and Conditions