

**ID3GLOBAL AND PAF SOLUTION**  
**TERMS AND CONDITIONS**

1. **Definitions.** Terms not defined herein shall have the same meaning as set forth in the Agreement, unless otherwise specified:
  - 1.1 **“Additional Terms”** means the special terms and conditions relating to particular services as attached to these Terms and as updated from time to time.
  - 1.2 **“Client”** means the person or entity that has entered into the Agreement with Service Provider.
  - 1.3 **“Client Data”** means any data belonging to the Client (which may include Personal Data) provided to Service Provider by the Client for processing in accordance with the terms of the Agreement.
  - 1.4 **“Client End User”** means clients who contract with the Client for the use of the Services under an agreement between the Client and a Client End User for the provision of the Services and/or the Client’s own products and services together with the Services which includes these Terms and Conditions and the Additional Terms.
  - 1.5 **“Client Information”** means Client Data and any other materials provided or otherwise made available to Service Provider by or on behalf of the Client.
  - 1.6 **“Data Supplier”** means Service Provider’s third party data suppliers that provide Supplier Data for use in Service Provider’s products and services.
  - 1.7 **“Intellectual Property Rights”** means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.
  - 1.8 **“Licence Package”** means the scope of the Licence granted to the Client for the use of the Service specified in Schedule A, including the applicable number of Permitted Users and any limitations pursuant to the Agreement
  - 1.9 **“Output Material”** means all information and or Supplier Data provided to a Client by Service Provider including the results of any enquiry or search, reports, certificates or management information relating to the Client’s use of the Services.
  - 1.10 **“Permitted User”** means anyone who has been given access to the Services by the Client in accordance with the terms of the Agreement, subject to any restrictions on the number of Permitted Users set out in the Agreement.
  - 1.11 **“Supplier Data”** means any data provided to Service Provider and/or the Client by the Data Supplier or used within Service Provider’s products and services in accordance with the terms of the Agreement including, where relevant, any Personal Data.
2. **Use of the Service.**
  - 2.1 Client must ensure that any software, equipment and materials which are used with the Services:
    - (a) are connected and used in accordance with any instructions and security procedures specified by Service Provider or other relevant third party licensor; and
    - (b) are technically compatible with the Services.
  - 2.2 Use of the Services is subject to the limitations of the Licence Package as set out in the Schedule A. Should the Client exceed, or consider that it is likely to exceed, the limitations in the Licence Package, then the Client shall immediately inform Service Provider and will be liable for the overuse in line with the charges specified for such overuse in Schedule A.
  - 2.3 Service Provider reserves the right to audit the Client’s use of the Services to check compliance with the terms of the Licence Package in accordance with the Agreement. In the event that such audit reveals that the Client has exceeded the scope of the Licence Package, Service Provider shall be entitled to recover the full cost of the audit and to seek compensation from the Client for under licencing in accordance with clause 2.2.
  - 2.4 If as a result of compliance with clause 2.3 the parties discover that the Client has exceeded the scope of the Licence Package, the parties agree that Service Provider shall be entitled to invoice the Client for such over usage in accordance with the original Fees set out in Schedule A. Service Provider shall be entitled backdate payments to the point at which the over usage occurred. Client shall pay Service Provider’s invoice for the over usage in accordance with the payment terms set forth in the Agreement.
  - 2.5 The Services are protected by Intellectual Property Rights. The Client must not copy, store, adapt, modify, transmit or distribute the Services except to Permitted Users or permit anyone else to do the same.
  - 2.6 Client shall be responsible for the creation, maintenance, accuracy and completeness of all Client Information provided to Service Provider as part of its use of the Services.
  - 2.7 Client warrants that it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Client and its use of the Services including those which relate to the provision of Client Information.
  - 2.8 Client shall not use the Services in any way that is unlawful, illegal, fraudulent or harmful and must not use the Services in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.9 Client is responsible for the acts and omissions of all Client End Users and/ or Permitted Users of the Services and is liable for any failure by a Client End User and/or Permitted User to perform or observe the terms and conditions of the Agreement including without limitation to the provisions set out herein and any instructions issued under clauses 2.1 and 2.10.

2.10 Client acknowledges that Service Provider, in the provision of the Service, may give the Client instructions which it reasonably believes are necessary to enhance or maintain the quality of any Services provided by Service Provider and Service Provider shall not be responsible for any errors in or loss of access to the Services resulting from the Client's non-compliance with such instructions. For the avoidance of doubt, where a new integration of the Services is required due to operational reasons, Service Provider shall provide the Client with at least 3 months written notice.

2.11 Where relevant, Service Provider may, in its sole discretion, withhold Output Materials or refuse to carry out or complete any Services set out in the Agreement if in the reasonable opinion of Service Provider undertaking such would involve a breach by Service Provider of Data Protection Laws. If Service Provider refuses to carry out or complete any Services on the above grounds, Service Provider shall give the Client written notice of such withholding of Output Materials or refusal, including a statement of the reasons why.

2.12 The Client acknowledges that the licence granted under the Agreement, may be limited to specific datasets that can be identified in the Additional Terms. The Client is responsible for ensuring that it is aware, and it makes the Client End Users and/or Permitted Users aware of any restrictions that may be imposed by Data Suppliers in relation to the resale of the Services and that the Client passes on such restrictions or obligations to their Client End Users and/or Permitted Users.

### **3. Security.**

3.1 Client is responsible for the security and proper use of all user identities ("**User IDs**") and passwords used in connection with the Services (including maintaining and enforcing a robust password policy).

3.2 Client shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. For the avoidance of doubt, the Client will be responsible for all charges for the Services where its User ID has been used to access the Services.

3.3 Client must immediately inform Service Provider if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

3.4 Service Provider reserves the right to suspend User ID and password access to the Services if at any time Service Provider reasonably considers that there is or is likely to be a breach of security or misuse of the Services and/or to require the Client to change any or all of the passwords used by the Client in connection with the Services.

### **4. Intellectual Property Rights.**

4.1 Client acknowledges that all Intellectual Property Rights in the Services and the Output Materials belong and shall continue to belong to Service Provider and/or Service Provider's third party suppliers. Service Provider grants a non-exclusive, non-transferable licence to the Client to use the Services and Output Material in accordance with the terms of the Agreement.

4.2 Service Provider acknowledges all Intellectual Property Rights in the Client Information belong and shall continue to belong to the Client. Client grants to Service Provider a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Client Information to enable Service Provider to provide the Services and carry out its obligations under the Agreement.

4.3 Client warrants that:

- (a) it will not use or exploit the Intellectual Property Rights in the Services or Output Material or permit others to use or exploit the Intellectual Property Rights in the Services or Output Material outside of the terms of the licence granted to the Client in clause 4.1;
- (b) all computers and/or IT systems which Service Provider is required to use, access or modify as part of the Services are legally licensed to the Client or are the Client's property and that such activities by Service Provider will not infringe the rights of any third party;
- (c) its use of the Services through any software, equipment, materials or Services not provided by Service Provider will not infringe the rights of any third party;
- (d) Service Provider's compliance with any designs or specifications provided by the Client, or on the Client's behalf will not infringe the rights of any third party; and
- (e) the use by Service Provider of the Client Information through the provision of the Services in accordance with the Client's instructions and in accordance with the terms of the Agreement, will not infringe any third party's Intellectual Property Rights.

### **5. Suspension and Termination.**

In addition to any suspension and termination right set forth in the Agreement, the following shall apply:

5.1 Service Provider may suspend the Services immediately upon written notice to Client for cause if:

- (a) there is an unusual and material spike or increase in Client's use of the Services and Service Provider believes that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Services;
- (b) Service Provider determines that its provision of the Services is prohibited by applicable law; or

(c) there is any use of the Services by the Client or Client End User that in Service Provider's reasonable judgement threatens the security, integrity, or availability of the Services.

In the event of any such suspension Service Provider will use commercially reasonable efforts under the circumstances to (x) provide Client with advance written notice and an opportunity to remedy such breach prior to any such suspension; (y) where practicable, limit the suspension based on the circumstances leading to the suspension (e.g., to certain datasets); and (z) remove the suspension as quickly as reasonably practicable after the circumstances leading to the suspension have been resolved.

- 5.2 Service Provider reserves the right to suspend User ID and password access to the Services if at any time Service Provider reasonably considers that there is or is likely to be a breach of security or misuse of the Services and/or to require the Client to change any or all of the passwords used by the Client in connection with the Services
- 5.3 When the Agreement terminates, Client will:
- (i) cease using the Services and procure that all of its Client End Users cease using the Services, or in the case where access to a specific part of the Services has been terminated cease to use the specified part of the Services; and
  - (ii) promptly pay any outstanding and unpaid invoices due for the Services provided the charges are incurred prior to the date of such termination whether the invoice was submitted before or after the termination of the Agreement.

## **6. Audit Rights.**

- 6.1 Client acknowledges and accepts that, due to the nature of the Services provided, Service Provider requires an audit right to be able to verify and monitor the Client's and Client End User's compliance with its material obligations under the Agreement.
- 6.2 Upon receipt of Service Provider's reasonable written request, Client shall provide Service Provider with any documentation or records which are reasonably required to enable Service Provider to verify and monitor Client's compliance with its obligations under this Agreement. Such information and records may be redacted to remove confidential commercial information not relevant to the request and shall not include any materials which are subject to legal professional privilege.
- 6.3 All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. The Service Provider shall also notify Client of the name of the person within its organisation who will act as the point of contact for provision of the information required.
- 6.4 Subject to clauses 6.5 to 6.7, where, in the reasonable opinion of Service Provider, such documentation is not sufficient to demonstrate compliance or to meet Service Providers obligations to a regulatory body or to a Data Supplier, then Service Provider will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of Client's premises or to appoint a third party auditor to conduct an on-site audit for the purposes of investigating Client's compliance with its obligations under the Agreement.
- 6.5 Audits shall not be carried out on more than one occasion per year of the Agreement unless Service Provider reasonably believes that Client is in material breach of the Agreement, or unless Service Provider is required to do so by any regulatory body with competent jurisdiction or one of Service Provider's third party suppliers engaged in connection with the Service. Service Provider or its auditor may be accompanied by representatives of any such regulatory body or third party Data Supplier in respect of any such audit imposed on Client.
- 6.6 All audits will be conducted in a manner that does not materially disrupt, delay or interfere with Client's performance of its business and shall be carried out at the expense of Service Provider. Should the audit reveal a material breach of the Agreement by Client, Client shall reimburse Service Provider for the full cost of the audit.
- 6.7 Client shall provide Service Provider (or any third party auditor as relevant) with reasonable, supervised access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.
- 6.8 Client shall keep accurate records of all agreements entered into with Client End Users and all associated usage in respect of the Services by Client End Users. On an annual basis, upon Service Provider's request, Client shall provide Service Provider with a statement of such information.
- 6.9 Where Service Provider is acting in good faith and reasonably, Client shall give Service Provider or its nominee the right to audit to its relevant and applicable records showing clearly all enquiries, quotations, transactions and proceedings relating to the Services (including but not limited to its customers' usage), on reasonable prior written notice, provided such audits shall be reasonable in scope and duration, and shall be limited to no more than once per year, except where Service Provider can provide reasonable grounds for requiring additional audits.

## **ADDITIONAL TERMS:**

### **UK Landline Telephone Append Data (Item Check 0106) | ID Number 100060**

To the extent Client orders UK Landline Telephone Append Data from Service Provider, the following terms apply:

#### **1. Definitions.**

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:
- “Codes of Practice”** shall mean the Codes of Practice on Telecommunications Directory Information Covering the Fair Processing of Personal Information; dated 21ST December 1998 - published by the Data Protection Registrar; and any similar code of practice, directive or regulations as may be issued, amended or replaced from time to time by any Competent Authority;
- “Competent Authority”** shall mean any department of Her Majesty's Government; the Director General of Telecommunications; the Data Protection Registrar; the Data Protection Commissioner; the Commission of the European Union or any similar authority;
- “Marks”** means registered or unregistered trademarks and service marks, house marks and marks of ownership, trading names, brand names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with British Telecommunications (“BT”).
- “OSIS”** shall mean the extract of the BT OSIS database containing name, address and telephone number Records provided under Licence to GBG Group plc by BT and all data incorporated therein, sublicensed to the Client subject to the terms and conditions of the Agreement;
- “Record”** shall mean a single name, address and telephone number (or more than one telephone number where more than a single number is registered to any one person at a single address) contained within the Third Party directory;
- “Telematching Services”** shall mean the appending of a telephone number to the approximate name and address provided by the Client.

#### **2. Client Obligations.**

- 2.1 Client hereby agrees that it will:
- (a) only use the results of the Telematching Services for its own internal purposes;
  - (b) solicit permission for permanent storage of telephone number or directory information from any person, firm or body corporate whose telephone number has been provided by Service Provider;
  - (c) adopt and be bound by all applicable laws and Codes of Practice including the Data Protection Laws and the Codes of Practice on Telecommunications Directory Information Covering the Fair Processing of Personal Data;
  - (d) use all reasonable endeavours in relation to maintain the security and confidentiality of the telephone number information in its custody or control to prevent any unauthorised disclosure of any part of it; and
  - (e) if any complaint is made which relates to the Client's use of the telephone number information then the Client shall assist BT where requested by Service Provider on BT's behalf in investigating the complaint and shall take such steps as are reasonably necessary to remedy the complaint as soon as practicable.
- 2.2 Client agrees that it will not:
- (a) use telephone number information supplied by Service Provider for any unlawful purpose or purpose likely to bring BT into disrepute;
  - (b) use the telephone number information supplied by Service Provider for its gain or otherwise to any third party;
  - (c) utilise the telephone number information supplied by Service Provider in the provision of any voice assisted directory enquiry services;
  - (d) distribute, publish or display the telephone number information or any part of the telephone number information by any means;
  - (e) export or permit the export of the results of the Telematching Services to any country which is not a member state of the European Union without the express consent of Service Provider and BT; and
  - (f) use the telephone number information supplied by Service Provider for any marketing or direct marketing purposes.

#### **3. Marks.**

- 3.1 Client shall not have any rights to use the BT Marks and shall not make reference to BT or any BT product or service in any promotional or marketing advertising, communications, literature, or packaging.
- 3.2 Client shall not alter any copyright or other intellectual property right acknowledgement or confidentiality marking incorporated into or applied to BT's OSIS data or documentation owned by BT.

### **UK Credit Header & Bank Account Verification | ID Number 100256-100262**

To the extent Client orders UK Credit Header & Bank Account Verification from Service Provider, the following terms apply:

#### **1. Use of Supplier Data.**

- 1.1 Client is granted a non-exclusive licence to use the Supplier Data for the following purposes (**“Permitted Purpose”**):
  - (a) assessing the risk of granting credit to consumers;
  - (b) detecting fraud in relation to the granting of credit to consumers;
  - (c) assisting in the prevention of money laundering;
  - (d) collecting debts and tracing customers who owe debts under consumer credit agreements;
  - (e) ID and age verification in respect of consumers;
  - (f) bank account validations;
  - (g) services which can reasonably be described as derivatives of the above permitted purpose descriptions such as, but not limited to, developments of legislation relating to data protection and identity verification.
- 1.2 Client must not refer to the Supplier Data as a credit or credit reference agency check.
- 1.3 Client acknowledges and accepts that Equifax is a CRA and in utilising the services of a CRA, Client is required by Equifax to include a link to the Credit Reference Agency Information Notice (commonly known as **“CRAIN”**) as set out below within their own fair processing notice or provide an off-line route to access information about CRAIN, such as printed copies. The CRAIN notice link is as follows <https://www.equifax.co.uk/crain.html>.
- 1.4 Client User shall fully indemnify Service Provider against all liabilities, costs, expenses, damages and losses incurred by Service Provider as a result of Client’s failure to incorporate the CRAIN notice within their fair processing notice and notify individuals of such notice in the provision of the Client’s products and services.

## 2. Termination.

- 2.1 Notwithstanding the termination provisions between Service Provider and the Client in the Agreement, the supply of the Supplier Data can be terminated at any time if such supply is no longer possible under the terms of the agreement that Equifax has in place with its own third party data suppliers.

### **UK Edited Electoral Roll (0101) | ID Number 100793**

To the extent Client orders UK Edited Electoral Roll from Service Provider, the following terms apply:

#### 1. Definitions.

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:
  - “Permitted Purpose”** means use of the Supplier Services for anti- money laundering and verification purposes only, and solely for the Client’s internal business use.
  - “Supplier Services”** means the on-line identity authentication system developed jointly by the Data Supplier and British Telecommunications plc data provided by the Data Supplier, which is the subject of these terms.

#### 2. Use of the Data.

- 2.1 Client warrants that it will not use the Supplier Services for any reason outside of the Permitted Purpose.
- 2.2 Client shall not sell, transfer, distribute or otherwise make the Supplier Services available to, or use the Supplier Services on behalf of, any third party.
- 2.3 The Data Supplier may from time to time change the content of the Supplier Services and/or upgrade or modify any of the methods used to access the Supplier Services.
- 2.4 Client acknowledges that the Supplier Services are provided “as is” without warranty of any kind.
- 2.5 Client must immediately notify Service Provider as soon as it becomes aware of, or has reason to suspect, there to have been breach of these terms or the Agreement.
- 2.6 Client may not make any representation in respect of the Supplier Services.

#### 3. Intellectual Property Rights.

- 3.1 Title, copyright and all other intellectual property rights in the Supplier Services (other than Client’s own data provided to the Data Supplier or Service Provider) shall at all times remain vested in the Data Supplier (or its third party licensors) and Client shall acquire no rights whatsoever therein save as expressly provided in these terms.

#### 4. Termination.

- 4.1 Notwithstanding the termination provisions between Service Provider and Client under the Agreement, the Supplier Services can be terminated on 12 months’ notice.

### **Bank Account Validation (0231) | ID Number 100840**

To the extent Client orders Bank Account Validation from Service Provider, the following terms apply:

#### 1. Definitions.

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:
  - “UK Payments”** means UK Payments Administration Limited, a company registered in England, company number 01935025, whose registered office is at 2 Thomas More Square, London, E1W 1YN.
  - “VocaLink”** means VocaLink Limited, a company registered in England, company number 6119048, whose

registered office is at Drake House, 3 Rivers Court, Homestead Road, Rickmansworth, WD3 1FX.

**2. Use of the Supplier Data.**

- 2.1 Client may use the Supplier Data solely in connection with the following UK payments schemes:
  - (a) Bacs;
  - (b) Faster Payments;
  - (c) CHAPS Sterling; and
  - (d) Cheque and Credit Clearing.
- 2.2 Client may make one copy of the Supplier Data for backup purposes only.
- 2.3 Client agrees to ensure that its employees comply with these terms.
- 2.4 Client agrees to delete all copies of the Supplier Data from its computer systems before disposal of the computer systems to another third party.
- 2.5 Client User agrees to update the Supplier Data at least monthly.

**3. Liability.**

- 3.1 Client acknowledges and agrees that VocaLink and its officers, employees, agents and licensors have no liability to it whatsoever in connection with Client's use of the Supplier Data.

**4. Exclusion of Warranties.**

- 4.1 The Supplier Data and any related data licensed to Client are provided on an "as is" basis. No warranty or indemnity of any kind whatsoever is given by Service Provider or VocaLink in respect of the Supplier Data and all conditions and warranties express or implied or otherwise are hereby expressly excluded to the fullest extent permitted by law.

**5. Intellectual Property Rights.**

- 5.1 Client acknowledges and agrees that all copies of the Supplier Data supplied by Service Provider are and shall remain the property of VocaLink or UK Payments.
- 5.2 Client has no right to copy, modify, develop or adapt the Supplier Data or to use, sell, dispose of or transfer the Supplier Data or any copies thereof.
- 5.3 No title or rights of ownership, copyright or any other intellectual property rights in the Supplier Data are or will be transferred to Client. For the avoidance of doubt Client may not sell, loan or in any other way dispose of any copies of the Supplier Data to any third parties.
- 5.4 Client shall ensure that all copies of the Supplier Data and of any manuals made by Client will incorporate a notice indicating that copyright in the Supplier Data and any related manuals is vested in VocaLink.

**6. Data Protection and Compliance with Relevant Laws.**

- 6.1 The Supplier Data used to provide you with this element of the Service is hosted by VocaLink. In order to perform the Services Client Information will be shared with the VocaLink. However, this Client Information will not include Personal Data.

**7. Termination.**

- 7.1 Upon notification by VocaLink to Client that the licence agreement between VocaLink and Data Supplier has been terminated, Service Provider's rights and obligations under the Agreement, specifically in relation to the Supplier Data shall automatically be assigned forthwith to VocaLink, who shall thereupon be deemed a party to the agreement, and all rights and obligations hereunder shall be directly enforceable by or against VocaLink as the case may be.

**NCOA (National Change of Address) ALERT (0158 & 0239) | ID Number 100568-569**

To the extent Client orders NCOA (National Change of Address) ALERT, the following terms apply:

**1. Definitions.**

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:
  - "**Applicant**" an Applicant for or prospective or existing customer of, Client's products of services whose identity needs to be validated;
  - "**Applicant Record**" the name and address (and, where available, the date of birth) of an Applicant which have been lawfully and fairly obtained by Client for the purpose of verifying the Applicant's identity in relation to a product or service of Client;
  - "**Intellectual Property Rights**" all intellectual property rights including copyright and related rights, database rights, trade marks 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;
  - "**NCOA @ Alert Database**" a database containing Redirection Data;
  - "**New Address**" the address specified by a redirection customer as that to which mail should be redirected;
  - "**Old Address**" the address specified by a redirection customer as that from which mail should be redirected;
  - "**Outputs**" those data fields within the NCOA @ Alert Database which GBG may incorporate into the creation of a Score

or provide to the Licensee in accordance with Clause 4;

**“Permitted Purpose”** the use of Scores and (where applicable) Outputs for the explicit purpose of (i) preventing fraud, or investigating whether fraud is being committed, relating to the Applicant, the New Address or the Old Address in the course of validating information provided by the Applicant and (ii) verifying the identity of the Applicant for the purposes preventing money laundering and/or fraud relating to the Applicant, the New Address or Old Address and (iii) for the avoidance of any doubt, the Permitted Purpose shall not, in accordance with Data Protection Laws, including sending any marketing to individuals;;

**“Redirection Data”** data collected from the redirection forms completed by redirection customers who wish to use Royal Mail’s service for the redirection of mail, whereby mail which has been addressed to an Old Address is redirected to and delivered at the relevant New Address;

**“Royal Mail”** means Royal Mail Group Limited, a company registered in England and Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London EC4Y 0HW who supplies the service to GBG for use by the End User .

**“Score”** the risk allocation assigned to an Applicant Record by GBG following a match against Redirection Data using a pre-determined scoring mechanism.

## 2. Licence.

- 2.1 In consideration of Client complying with these Additional Terms, Service Provider grants to Client a non-exclusive, non-transferable, revocable sub-licence in the EEA to access and use the Scores and Outputs for the Permitted Purpose only.
- 2.2 Subject to clause 2.3, Client shall be entitled to grant sub-licences in respect of the licence at clause 2.1 provided that Client ensures that its sub-licensees and Client are bound by these Additional Terms or terms equivalent to and no less onerous than these Additional Terms.
- 2.3 Client shall not allow public bodies to use the Redirection Data. Public bodies include any department, office or agency of Her Majesty’s Government or any local government authority or agency or any public authority.
- 2.4 Client 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 these Additional Terms by Client.
- 2.5 At any time during the term of the Agreement, on the provision of two working days’ notice from Service Provider, Client 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 Client’s compliance with these Additional Terms.

## 3. Scores.

- 3.1 Scores are compiled by GBG using the results of matching Redirection Data and third party data against each Applicant record, therefore not based solely on Redirection Data. Royal Mail gives no assurance, commitment or warranty as to the accuracy or validity of any Score.

## 4. Outputs.

- 4.1 Outputs relating to a particular Applicant Record will only be made available to Client where GBG achieves name and address level match when processing the Applicant Record against Redirection Data.
- 4.2 Client may only use Outputs for a one-off Applicant validation on behalf of Client and only in accordance with the Permitted Purpose. All Outputs must be deleted from the Client’s systems within seven days of reporting to Client regarding validation.
- 4.3 Client must not modify or alter any Outputs or manipulate such Outputs other than to develop a risk based score in relation to the relevant Applicant. this score must include third party analysis as well as Output analysis before it is provided to Client or before a decision is made in relation to the Applicant. Royal Mail gives not assurance, commitment or warranty as to the accuracy or validity of any such score.

## 5. Liability.

- 5.1 Client agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by Client of any Scores or Outputs, with the exception of death or personal injury caused by Royal Mail’s negligence.
- 5.2 Client acknowledges that Royal Mail will not be liable to Client in respect of its use of the Services.
- 5.3 Client acknowledges that Royal Mail will not be obliged in any circumstances to provide Redirection Data or related services directly to Client.

## 6. Property Rights in Redirection Data.

- 6.1 The Intellectual Property Rights in any Outputs supplied to Client as part its use of the Services shall remain at all times the property of Royal Mail.
- 6.2 Client 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 Outputs and will give immediate notice to Royal Mail upon

Client becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Outputs.

- 6.3 Client undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Scores, Outputs or any other of the Intellectual Property Rights of Royal Mail.
- 6.4 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and Client shall co-operate fully in any such action. Client 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 insofar as such a disclaimer is permitted by Law.

## 7. Data Protection.

- 7.1 For the purposes of this clause 7 "data controller", "data processor" "personal data" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meaning ascribed to them in the Data Protection Laws.
- 7.2 The parties' attention is drawn to the Data Protection Laws. 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 Laws in respect of processing any personal data under the Agreement.
- 7.3 Client acknowledges and agrees that Royal Mail is the data controller in respect of any personal data contained in the Outputs.
- 7.4 Client acknowledges that these Additional Terms are structured in order to comply with the Data Protection Laws. Client undertakes that it will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Laws.
- 7.5 Each party undertakes to the other that it will duly observe all its obligations under the Data Protection Laws which arise in connection with these Additional Terms.
- 7.6 Client must not disclose, pass or sell all or part of the Outputs and Scores outside the EEA without the prior written consent of Royal Mail.

## 8. Information Security.

- 8.1 Client in relation to the security of Outputs and Scores whilst in Client's possession shall:
  - (a) Agree to comply with Royal Mail's information security policy and any other information security requirements, policies or procedures notified to Client;
  - (b) Protect all Outputs and Scores from unauthorised access, damage, disclosure, loss and interference, whether intentional or accidental.
  - (c) Ensure that all Outputs and Scores stored in paper form or in electronic storage devices, once no longer needed, are shredded or disposed of in a secure manner; and
  - (d) Notify Royal Mail of any authorised or unlawful disclosure or use of the Outputs and Scores of which Client becomes aware.

## 9. General.

- 9.1 Service Provider may terminate the Agreement with immediate effect if Client brings Royal Mail into disrepute or fails to comply with these Additional Terms.
- 9.2 If the Data Supplier Agreement expires or is terminated for any reason, the Agreement will automatically be terminated.
- 9.3 Client acknowledges and agrees that these Additional Terms are given for the benefit of Royal Mail and that Royal Mail may enforce the benefits conferred on it under these Additional Terms as if it were a party to the Agreement, in accordance with the Contracts (Rights of Third Parties) Act 1999. Client further acknowledges and agrees that Royal Mail shall bring any action for any unauthorised use of its Intellectual Property Rights on its own behalf.
- 9.4 Except as set out at clause 7.1 above, a person who is not a party to the Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- 9.5 These Additional Terms may not be varied by Client or Service Provider without prior written consent of Royal Mail.

## **Enhanced Pep Intelligence & Enhanced Sanctions and Enforcements | ID Number 100068-100069**

To the extent Client orders Enhanced Pep Intelligence & Enhanced Sanctions and Enforcements, the following terms apply:

### 1. Definitions.

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:
  - "**Identity Verification**" means validating that the claimed identity of an individual or company actually exists and verifying that the person or company who lays claim to said identity is actually who they claim to be.
  - "**PEP Screening**" means screening for political risk of any nature.
  - "**Permitted Purpose**" means the use of this element of the Service for the purposes of Identity Verification, Sanctions Checking and/or PEP Screening
  - "**Sanctions Check**" means screening for any sanctions against any party imposed by any governmental or official body.



**2. Use of the Service.**

- 2.1 Client may only use Enhanced PEP Intelligence check and the Enhanced Sanctions and Enforcements check for the Permitted Purpose.

**0110 UK Mortality Data | ID NUMBER 100474**

To the extent Client orders 0110 UK Mortality Data, the following terms apply:

**1. Definitions.**

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:  
"Permitted Purpose" means the use of Supplier Data for the sole purpose of direct mail suppression.

**2. Use of the Supplier Data.**

- 2.1 Client may only use the Supplier Data for the Permitted Purpose. Client must not use the Supplier Data for any other purpose such as credit screening, fraud prevention or customer verification.  
2.2 Save as expressly provided, Client shall not be entitled to use the Supplier Data to intentionally and knowingly direct market any household which has suffered a bereavement.

**UK National ID Register (0245) (Supplier 1) | ID NUMBER 100344**

To the extent Client orders UK National ID Register (0245) (Supplier 1), the following terms apply:

**1. Definitions.**

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:  
"Permitted Purpose" means the use of Supplier Data for the purpose of identity verification, validation and/or tracing.

**2. Use of the Supplier Data.**

- 2.1 The Supplier Data may only be used for the Permitted Purpose in accordance with these terms.  
2.2 Client warrants that it will not use the Supplier Data for any reason outside of the Permitted Purpose, and shall not modify, disseminate or disclose the Supplier Data or information contained within to any other party.

**3. Termination.**

- 3.1 Upon expiry of Service Provider's agreement with the Data Supplier, Client's authorisation to use the Supplier Data will automatically cease and the supply of the Supplier Data will be terminated. Service Provider will use reasonable endeavours to find an alternative supplier on the same or similar commercial terms. In the event that Service Provider is unable to find an alternative at an acceptable cost to both parties, either party may terminate this part of the Services.

**UK National ID Register (0245) (Supplier 2) | ID NUMBER 100344**

To the extent Client orders UK National ID Register (0245) (Supplier 2), the following terms apply:

**1. Definitions.**

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:  
"Permitted Purpose" means the use of Supplier Data for validation purposes.

**2. Use of the Supplier Data.**

- 2.1 Client may only use the Supplier Data for the Permitted Purpose in accordance with these terms and for no other purpose.

**3. Exclusion of Warranty.**

- 3.1 Client acknowledges that the Supplier Data is supplied to the Data Supplier by third parties over which the Data Supplier has no control.

**UK National ID Register (0245) (Supplier 3) | ID NUMBER 100344 (1)**

To the extent Client orders UK National ID Register (0245) (Supplier 3), the following terms apply:

**1. Definitions.**

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:  
"Licensor" means 77m Limited (Registered Number: 07287652) who holds intellectual property rights in the Supplier Data or has been licensed to market the intellectual property rights of others under these terms.

**“Permitted Purpose”** means use of the Supplier Data by Client solely for Client’s internal business purposes and subject to these terms and conditions.

**2. Use of the Supplier Data.**

- 2.1 The Licensor grants Client a non-exclusive, non-transferable licence to use the Supplier Data solely for the Permitted Purpose in accordance with these terms.
- 2.2 Any usage of the Supplier Data outside of the Permitted Purpose requires prior written agreement from the Data Supplier.
- 2.3 The license does not allow:
  - The sale or supply to, or use by, any third party other than clients of the Supplier Data;
  - derived or inferred information from the Supplier Data to be sold, licenced or supplied to or used by a third party;
  - Client or their employees to make any representations concerning the Supplier Data.
- 2.4 No variation to the Agreement shall be binding unless agreed in writing between the Licensor and Client.

**3. Intellectual Property Rights.**

- 3.1 The Licensor retains all copyright and other intellectual property rights ("the IPR") in the Supplier Data and grants a non-exclusive licence of the IPR to Client solely for the purposes of using the Supplier Data subject to these terms.
- 3.2 Client agrees not to sub-licence, publish, distribute, disclose, disseminate, reverse engineer, decompile or copy the Supplier Data except as provided for in the Agreement and these terms.
- 3.3 Client acknowledges that copyright exists in the Supplier Data and that all property and other rights in the Supplier Data and all trademarks and logos used on or in relation to the Supplier Data shall remain with the Licensor or its licensors.

**4. Warranties & Liability.**

- 4.1 Client shall be under no liability in respect of any defect in the Supplier Data arising from any information supplied by Client or in respect of any defect arising from failure of Client to follow the Licensor’s guidance, misuse or alteration of the Supplier Data without the Licensor’s approval;
- 4.2 Except in respect of death or personal injury caused by the Licensor’s negligence, the Licensor shall not be liable to Client for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the Supplier Data, except as expressly provided in the Agreement or these terms.
- 4.3 Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 4.4 Nothing in this clause limits the Licensor’s or Client’s liability for any breaches arising from the failure to comply with clause 2 or 3 of these terms.

**5. Indemnity.**

- 5.1 Client shall indemnify and keep the Licensor indemnified against all costs, expenses, damages and demands incurred by Licensor in respect of any alleged infringement of the patents, trademarks, copyright design or other intellectual property rights used by the Licensor at the request of Client.

**6. Termination.**

- 6.1 Where an Agreement is taken for a fixed term, the Agreement will terminate at the end of the fixed term.
- 6.2 The Licensor and Service Provider shall be entitled to terminate the license immediately on giving written notice to Client if Client commits any material breach of any term of the Agreement or these terms.
- 6.3 Within 3 days of termination, Client shall return to Service Provider all copies of the Supplier Data or, if requested by Service Provider, shall destroy such copies in a manner appropriate.

**UK National ID Register (0245) (Supplier 4) | ID NUMBER 100344**

To the extent Client orders UK National ID Register (0245) (Supplier 4), the following terms apply:

**1. Use of the Supplier Data.**

- 1.1 Client shall not forward, send or disseminate the Supplier Data or information contained within to any other party.
- 1.2 Client acknowledges that the availability of the Supplier Data may be contingent on data sources supplied by third parties, and accordingly the nature and content of the Supplier Data may be amended by the Data Supplier

**2. Termination.**

- 2.1 Notwithstanding the termination provisions between Service Provider and Client in the Agreement, the supply of

the Supplier Data can be terminated on 90 days' notice.

### **UK National ID Register (0245) (Supplier 5) | ID NUMBER 100344**

To the extent Client orders UK National ID Register (0245) (Supplier 5), the following terms apply:

#### **1. Definitions.**

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:  
“**Permitted Purpose**” means tracing and validation purposes.

#### **2. Use of the Supplier Data.**

- 2.1 Client may only use the Supplier Data for the Permitted Purpose in accordance with these terms.  
2.2 Client shall be permitted to pass the Supplier Data to their third party service providers provided that such third parties only process the Supplier Data for Client's own benefit.

### **Royal Mail PAF**

To the extent Client orders Royal Mail PAF, the following terms apply:

#### **1. Definitions.**

- 1.1 In these Additional Terms, the following definitions shall apply, in addition to the definitions set out in the Terms and Conditions:
- “**Alias File**” means the file which contains ‘Locality’, ‘Thoroughfare’, ‘Delivery Point’ and ‘County Alias’ details.
- “**Associate**” means a person who markets or distributes products or services supplied under a common identity and business method, subject to a written agreement providing for the operation of that identity and method to specified standards and the provision of know-how, technical or business support.
- “**Broker**” means a broker or agent for the sale of (or other distributor of) products or services for one or more originating suppliers (all of which operate in the same industry).
- “**Bureau Customer**” means a customer of a Bureau Service.
- “**Bureau Services**” means a service comprising the Data Cleansing of a Client Database and the supply of the resulting Cleansed Client Database back to the relevant Client.
- “**Business Partner**” means a person who in the course of business acts either as an Associate, a Broker or a Delivery Service User.
- “**Client Database**” means the Client's existing electronic compilation of records, database or mailing list, which existed prior to any Data Cleansing being carried out pursuant to this Agreement in respect of the same.
- “**Closed User Group**” means a Client's network of businesses comprising that Client and not less than 10 Business Partners all of a single type.
- “**Data Cleansing**” means the processing of existing data records using the PAF Data:
- (a) including validating, reformatting, correcting or appending additional data to those records, and;
  - (b) including the use of the Data within address capture applications, but;
  - (c) not including Data Extraction (whether carried out by an address capture application or otherwise);
  - (d) and “Cleansed” shall be read accordingly.
- “**Data Creation**” means the use of the Data, whether incorporated into a licensed product or otherwise, to create a new record or records not already held on any database or mailing list owned by or licensed to the Client by:
- (a) adding the Data; and/or
  - (b) adding the Data to a Client Database or to create a new database where previously there was none.
- “**Data Extraction**” means the extraction of the Data or any part of it for the generation of new address records in a new or existing database.
- “**Delivery Service User**” means a customer of a Client for delivery services relating to mail, packages or products.
- “**End User**” means, as applicable, the Client, the beneficiary of the Service or the Data, or the channel partner providing the Service to the Client or beneficiary of the Service or the Data.
- “**Extracted Data**” means data generated as a result of Data Extraction.
- “**Group Member**” means a Client or a Business Partner who are members of a Closed User Group.
- “**Group Owner**” means the Client promoting a Closed User Group.
- “**Group Purpose**” means the purpose for which a Closed User Group carries on its business through (as the case may be) Associates, Brokers or Delivery Service Users.
- “**PAF**” means the database, or any part of it, known as the ‘Postcode Address File’, containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time that the Client has elected to receive pursuant to the terms of this Agreement as supplied or contained in any Services. PAF is a registered trademark of Royal Mail.
- “**PAF Data**” means Royal Mail's database known as PAF and including the database known as the “Alias File” and any updates of the same.
- “**Substantially All Database**” means a database which on its own or as part of another database comprises all

or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland.

## **2. Permitted Use.**

2.1 Client may freely use the Data in accordance with these terms and the Agreement.

## **3. Conditions of Use.**

3.1 Client must not make copies of PAF Data except as permitted by the Agreement and these terms or as reasonably necessary for back-up, security, business continuity and system testing purposes.

3.2 Client may use PAF Data for Data Extraction but Extracted Data:

- (a) may only be accessed by End Users; and
- (b) must not be supplied or any access to it provided to any third party.

3.3 Client may provide Cleansed data to third parties provided that:

- (a) where that supply is a Bureau Service, the Client and the Bureau Customers comply with the restrictions in clause 4 of these terms; and
- (b) if such databases are Substantially All Databases:
  - such databases are not represented or held out as a master, original or comprehensive address database or other similar description;
  - the access is provided in the course of the Client's normal data supply or routine business activities and is not carried on as a business in its own right; and
  - the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF Data.

3.4 Client must not permit access to, display or communicate to the public any PAF Data, except for the purposes of capturing or confirming address details of third parties.

3.5 Except as set out in these terms the Client must not:

- (a) transfer, assign, sell or licence the PAF Data or its use to any other person;
- (b) use the Data to create a product or service distributed or sold to any third party which relies on any use of PAF Data including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting; or
- (c) copy, reproduce, extract, reutilise or publish the PAF Data.

## **4. Bureau Services**

4.1 End Users performing Bureau Services further to these terms are subject to the terms and restrictions set out in this clause 4 and must ensure that they are observed by Bureau Customers.

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

4.3 End Users may only supply or provide access to Cleansed Client Databases to Bureau Customers subject to the restriction on use of Cleansed data set out in clause 3.3 (b) of these terms.

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

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

## **5. Subcontracting.**

5.1 The Client may provide PAF Data to their subcontractors who may use it to the extent necessary for:

- (a) the provision of information technology services to the Client; or
- (b) acting on behalf of the Client;

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

## **6. Personal Rights.**

6.1 The Client's rights are personal, limited and non-transferable.

## **7. Royal Mail's IPR Notice**

7.1 Client acknowledges that Royal Mail is the owner of the Intellectual Property Rights in the PAF Data it does not acquire and is not granted any rights to use those Intellectual Property Rights other than as set out in this Agreement and in these terms.

**8. Cessation of Use of PAF Data.**

- 8.1 Client must cease use of the PAF Data if their right to use it is terminated and the Client must also destroy any copies of the PAF Data they hold.

**9. Use by End Users of PAF Data.**

- 9.1 Client must ensure that:
- (a) the terms contained within the Agreement and these terms bind their End Users;
  - (b) Only their End Users exercise the use rights of the PAF Data granted to the Client further to the Agreement and these terms; and
  - (c) In the event of termination or expiry of the Client's rights to use the PAF Data, the rights of End Users to use the PAF Data also terminate.

**10. Closed User Group.**

- 10.1 In respect of Closed User Groups, the Client is responsible for ensuring that the PAF Data is not used:
- (a) by any person other than a Group Member, except as these terms expressly permit, and
  - (b) in an electronic communications network except where that network is controlled by the Group Owner and is subject to technical and security restrictions preventing access to it by persons who are not Group Members.
- 10.2 Client must ensure that Royal Mail or its authorised agents is granted a right of entry on reasonable prior notice during working hours to the premises of Group Owners and each member of the relevant Closed User Group for the purposes of inspection of such premises and the systems, accounts and records maintained there for the purpose of monitoring compliance by such persons with these terms.
- 10.3 These terms and the Agreement apply to use of the PAF Data by Group Owners and Group Members subject to and as varied by the following use restrictions:
- (a) Data Extraction is not permitted,
  - (b) the provision of access to the PAF Data for the purposes of capturing and confirming address details of third parties is permitted provided that:
    - such use is for the Group Purpose, and
    - such third parties are customers or potential customers of the relevant Business Partner.