

ROYAL MAIL GROUP – ADDRESS MANAGEMENT UNIT
PAF® DATA END USER TERMS (“End User Terms”)

Introduction

- These End User Terms permit the use of PAF® Data in Solutions by End Users.
- These terms are not applicable to any end user who has a relevant direct licence from the Royal Mail covering their use of PAF® Data.

DEFINITIONS AND INTERPRETATION

In this Licence the following terms have the following meanings:

Bureau Customer	a customer for a Bureau Service
Bureau Services	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer
Closed User Group	as defined in Schedule 2
Customer Database	a database of an End User's customer
Data Cleansing (and Cleansed)	the processing of existing data records using PAF® Data including validating, formatting, correcting or appending additional data to those records, including the use of PAF® Data within address capture applications, but not including Data Extraction (whether carried out by address capture application or otherwise) and Cleansed shall be read accordingly
Data Extraction	the extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database
End User	a single legal entity who a Solutions Provider permits to use PAF® Data through its Users subject to these End User Terms
Extracted Data	data generated as a result of Data Extraction
Maximum Data Return	100 address records
Part PAF	refers to the reduced number of elements of each address record in PAF® Data as described by Royal Mail from time to time
Postcode Area	refers to PAF® Data relating to geographic areas defined by the first or first and second alphabetic characters of the postcode
PAF® Data	Royal Mail's database known as PAF®, and including the database known as the "Alias File"
Royal Mail	Royal Mail Group Limited, acting by its Address Management Unit
Solution	a product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data
Solutions Provider	the party who provides Solutions to the End User;
Substantially All Database	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
Transaction	in response to a query relating to any part of the PAF® Data, the verification of that query or the return of data of up to the Maximum Data Return: (a) whether the whole or part of address records are returned (b) including any further searches within such returned data, which shall not be considered a further "Transaction" provided that no additional data is returned, and (c) not including returns of data in excess of 100 address records, which shall be considered as further "Transactions" by reference to the number of address records returned in hundred multiples
User	an individual authorised by an End User to use a Solution (unless an End User uses a Solution by means of automated use of that Solution in which case the device used for that purpose is deemed to be a User)
Website	a website, application or other remotely-enabled means of communicating with end user customers for products and services, made generally available to such customers

Website Use the use of PAF® Data to capture or verify address details of users of an End User's Website where:

- (a) Website users are not the End User's employees or concerned with the provision of services to the End User (unless acting in a personal capacity), and
- (b) neither the use of the Website or the End User's product and service offering is connected with the management of address data or Data Cleansing, and
- (c) the address capture or verification is carried out for the purpose of the receipt of products or services enabled by the Website

Working Days Monday to Friday excluding bank and public holidays in England.

In these End User Terms (unless the context otherwise requires) words following words such as "includes", "including" and "in particular" are read without limitation, and references to a person are to any natural or legal person whether incorporated or not.

1. End Users' permitted use of Solutions

- 1.1 The End User shall be entitled to use PAF® Data within the Solutions strictly in accordance with these End User Terms and in accordance with applicable law.
- 1.2 Where the End User has elected to pay any fees for any of the PAF® Data calculated on a per User basis the applicable fee shall be payable in respect of each User which has the ability to access any of the PAF® Data from time to time. The End User shall not allow any Users in excess of the number that it has notified to the Solutions Provider to access or have the ability to access any of Data.
- 1.3 Where the End User has elected to only be able to access, and hence pay any fees, for PAF® Data for certain Postcode Areas and/or Part PAF then it shall ensure that it does not access any PAF® Data in excess of that PAF® Data so selected.
- 1.4 Where the End User purchases a block or blocks of Transactions from the Solutions Provider, each such block of Transactions shall remain valid for a period of twelve months from the date of supply or the making available of that block. At the end of each such twelve month period any unused Transactions in such block shall be deemed to be expired and, as directed by the Solutions Provider, shall either not be used or shall be charged for as if they were a further block.

2. Conditions of use

- 2.1 The End User must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- 2.2 The End User may use PAF® Data for Data Extraction but Extracted Data:
 - 2.2.1 may only be accessed by Users, and
 - 2.2.2 must not be supplied or any access to it provided to any third party.
- 2.3 The End User may provide access to Cleansed data to third parties provided that:
 - 2.3.1 where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 1, and
 - 2.3.2 if such databases are Substantially All Databases:
 - 2.3.2.1 such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
 - 2.3.2.2 the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
 - 2.3.2.3 the provision includes a prominent notice that the relevant Cleansed Customer Database has been cleansed against PAF® Data.
- 2.4 The End User must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
- 2.5 Where the End User wishes to use Solutions within a Closed User Group, the terms in Schedule 2 will apply.
- 2.6 Except as set out in these End User Terms, the End User must not:
 - 2.6.1 transfer, assign, sell or licence Solutions or their use to any other person,
 - 2.6.2 use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
 - 2.6.3 copy, reproduce, extract, reutilise or publish Solutions or any of them.
- 2.7 Notwithstanding any other provision within these End User Terms or any other agreement between the Solutions Provider and the End User, the End User acknowledges and agrees that if the End User breaches the End User Terms:
 - 2.7.1 Royal Mail may recover from the Solutions Provider the losses it incurs (whether direct, consequential, indirect or other financial losses) and the End User will therefore promptly reimburse the Solutions Provider any amounts the Solutions Provider is required to pay Royal Mail as a result of the End User's breach of these End User Terms as well as any associated legal expenses reasonably and properly incurred by Experian, and
 - 2.7.2 if the breach (where capable of remedy) is not remedied within 20 Working Days of a notice to the End User requiring its remedy, on Royal Mail's request the Solutions Provider must as soon as reasonably practicable terminate the End User's right to use PAF® Data.

3. Subcontracting

- 3.1 The End User may provide PAF® Data to its subcontractors who may use it to the extent necessary for:
 - 3.1.1 the provision of information technology services to the End User, or
 - 3.1.2 acting on behalf of the End User
- in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

4. Personal rights

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

5. Royal Mail's IPR notice

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

6. Changes to the Licence

- 6.1 The End User acknowledges and agrees that Royal Mail may require the Solutions Provider to change these End User Terms on giving three months' notice to the Solutions Provider:
 - 6.1.1. where such change has previously been notified to and discussed with the PAF® Advisory Board and OFCOM (or their respective successor bodies), or
 - 6.1.2 if the change is necessary to comply with the law.

7. Termination

- 7.1 The End User acknowledges that Royal Mail may terminate its agreement with the Solutions Provider on giving twelve months' notice to the Solutions Provider. In this event, the Solutions Provider will notify the End User, without liability, that the End User's rights to use PAF® Data will continue only until the last day of the 12 month period from the date that the agreement between Royal Mail and the Solutions Provider terminates ("**Run Off Period**").
- 7.2 The End User shall destroy all copies of PAF® Data at the end of the Run Off Period except for one copy that may be retained for archive purposes to be used only for reviewing compliance with these End User Terms, satisfying legal or regulatory requirements, or in connection with legal proceedings.

8. PAF® Data Quality

- 8.1 Neither Royal Mail nor the Solutions Provider warrants the accuracy or completeness of PAF® Data or that it will meet any of the End User's requirements. All warranties and conditions and any other term implied by any law are excluded to the maximum extent permitted by law.
- 8.2 The End User acknowledges that the Solutions are not endorsed or approved by Royal Mail.

9. Cessation of use of PAF® Data

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

10. PAF® Data use by Users

- 10.1 The End User must ensure that:
 - 10.1.1 these End User Terms bind all their Users, and
 - 10.1.2 only their Users use the Solutions, and
 - 10.1.3 their Users adhere to these End User Terms, and
 - 10.1.4 in the event of termination or expiry of the End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

11. Organisation Use

- 11.1 Fees in respect of "Organisation Use" authorise any one End User's use of Solutions by an unlimited number of Users and for an unlimited number of Transactions (including exceeding the High Use Threshold defined in paragraph 12.2 below), and for Website Use.

12. Website Use

- 12.1 Fees paid in respect of Website Use authorise the End User's Website Use only, but do not authorise use of Solutions by the End User's own employees, agents or contractors unless acting in a personal capacity or are responsible for technical maintenance and support of the Website and using the Solutions for those purposes only.
- 12.2 The End User shall provide the Solutions Provider with an estimate, calculated in good faith, relating to its Website Use (including Website Transactions). The End User shall provide the Solutions Provider with the basis for the estimate upon request.
- 12.3 Unless the End User is licensed for Organisation Use in the event that the End User's Transactions exceed the "**High Use Threshold**" of 10 million Transactions in any licence fee year there will be an additional fee payable immediately to Royal Mail via the Solutions Provider, from the time the High Use Threshold is exceeded, determined in accordance with Royal Mail's then prevailing pricing policy.
- 12.3 Where the End User uses a Solution on a website or technical equivalent for the purposes of a trial it may test the functionality, capacity or performance of the Solution ("**Trial Purposes**") but may make use of responses to address enquiries in the course of that testing solely for those Trial Purposes.

13. Audit

- 13.1 End Users must keep an accurate record of all PAF® Data used under these End User Terms and retain the records for a minimum of 6 years after the relevant use.
- 13.2 End Users must provide all reasonable co-operation and assistance to the Solutions Provider and Royal Mail and its authorised agents in relation to audits. This includes, on reasonable prior notice, granting access to relevant premises during working hours to inspect relevant accounts and records for verifying compliance with these End User Terms and a right to copy any such records for that purpose.
- 13.3 Royal Mail will not carry out audits more than once in any year unless Royal Mail reasonably suspect that an End User has failed to comply with these End User Terms. Where through an audit or otherwise it is identified that:
 - 13.3.1 the End User has failed to comply with any obligation under these End User Terms, the End User will promptly take the necessary steps to comply with the obligation,
 - 13.3.2 the End User has failed to pay any applicable fees, the End User will pay the fees to Royal Mail via the Solutions Provider within 20 Working Days,
 - 13.3.3 Royal Mail will bear the costs of audits unless an audit shows that the End User did not or had not complied with these End User Terms or Royal Mail notifies the End User of an audit but is not provided with access to the End User's premises in which case the End User will reimburse Royal Mail its reasonable costs of audit, including any agents' fees, within 10 Working Days of request.

14. General

- 14.1 This Licence is governed by the laws of England and Wales. The Courts of England and Wales will determine any disputes arising over these End User Terms or the End User's use of PAF® Data.
- 14.2 Royal Mail may directly enforce all terms relating to the PAF® Data by virtue of the Contracts (Rights of Third Parties) Act 1999.

Schedule 1 - Bureau Services

1. End Users performing Bureau Services further to this Schedule are subject to the terms and restrictions set out below and must ensure that they are observed by Bureau Customers.
2. End Users must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
3. End Users may only supply or provide access to Cleansed Customer Databases to Bureau Customers subject to the restriction on use of Cleansed databases set out in paragraph 2.3 of the End User Terms.
4. The End User and a Bureau Customer may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's PAF® databases" provided that such use is reasonable.
5. The names of Bureau Customers must be provided by the End User to Royal Mail or the Solutions Provider upon request.
6. The End User acknowledges that Licence Fees are payable in respect of Bureau Services by selecting at the start of a licence fee year of a Bureau Service the number of records in the databases of its customers Cleansed by the End User in the 12 month period prior to the start of the relevant year according to the table below, and if that End User has not yet carried out any Database Cleansing activity, the fee applying in respect of Database Cleansing of up to 1 million records:

Number of records Cleansed

< 1,000,000

1,000,001 – 10,000,000

10,000,001 – 100,000,000

> 100,000,000

The End User acknowledges that the table above is subject to change by the Royal Mail. The Solutions Provider will confirm which table is applicable at the start of the End User's licence fee year.

Schedule 2 - Closed User Groups

In this Schedule the following terms have the following meanings:

Associate	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	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)
Business Partner	a person who in the course of business acts either as an Associate, a Broker or a Delivery Service User
Closed User Group	an End User's network of businesses comprising that End User and not less than 10 Business Partners all of a single type
Closed User Group Rights	the rights of use of PAF® Data described in this Schedule
Delivery Service User	a customer of an End User for delivery services relating to mail, packages or products
Group Member	an End User or a Business Partner who are members of a Closed User Group
Group Owner	the End User promoting a Closed User Group
Group Purpose	the purpose for which a Closed User Group carries on its business through (as the case may be) Associates, Brokers or Delivery Service Users

1. The End User shall be required to notify Royal Mail and the Solutions Provider of the relevant Group Purpose and the membership of Closed User Groups if requested by Royal Mail.
2. In respect of Closed User Groups the End User must ensure that PAF® Data is not used:
 - 2.1 by any person other than a Group Member, except as this Schedule expressly permits, and
 - 2.2 in an electronic communications network except where that network is controlled by the Group Owner and subject to technical and security restrictions preventing access to it by persons who are not Group Members.
3. The End User 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 Closed User 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 the terms of this Schedule.
4. The End User Terms apply to use of PAF® Data by Group Owners and Group Members subject to and as varied by the following use restrictions:
 - 4.1 Data Extraction is not permitted,
 - 4.2 the provision of access to Solutions for the purposes of capturing and confirming address details of third parties is permitted provided that:
 - 4.3.1 such use is for the Group Purpose, and
 - 4.3.2 such third parties are customers or potential customers of the relevant Business Partner.
 - 4.4 Royalty fees are payable in respect of each Closed User Group.