

## GENERAL TERMS AND CONDITIONS:

### 1. Interpretation

#### 1.1 In these conditions the following words have the following meanings:

**'Supplier'** Means Vigeo Media Group Ltd and or any other person, firm or company that provide Products, services, data lists or other such products and or services provided to the Licensee in the Order Confirmation  
**'Contract'** any contract between the Supplier and the Licensee for the Licence or the sale and purchase of the Products and/or Services including this Supplier's Standard Licence;  
**'Data Cleansing Processes'** means the Licensee requiring their data to be checked by the Supplier for duplications of the data, matching, flagging  
**'Data List'** means that entire name and address information, plus such further information that is made available to the licensee by the Supplier howsoever supplied;  
**'Data Subject'** means an individual who is the subject of data which can identify that individual;  
**'Error Rate'** means the percentage of Data Subjects which are gone away, deceased, wrong numbers and inaccuracies.  
**'Deliverables'** means the promotional material, mailings, or other such product or services which the Supplier shall distribute and / or deliver as instructed by the Licensee;  
**'Products'** means any Products, services, mailings, printing and data lists to be supplied to the Licensee by the Supplier  
**'Intellectual Property'** Means all patents, copyrights, design rights, trademarks, service marks, trade secrets, knowhow, database rights, actual property rights, (whether registered or unregistered) and all applications for the same anywhere in the world;  
**'Licence'** means the licence to use the Data List as provided for in the Order Confirmation or such other contract or agreement that may exist between the Supplier and the Licensee. ;  
**'Licensee'** means the person(s), firm or company to whom the Licence is granted, as set out in the Order Confirmation or such other contract or agreement that may exist between the Supplier and the Licensee;  
**'Licence Fee'** means the amount stated as such in the Order Confirmation or such other contract or agreement that may exist between the Supplier and the Licensee;  
**'Licence Period'** means the period of time that the Licensee is permitted to use the Data List as described within the Order Confirmation or such other contract or agreement that may exist between the Supplier and the Licensee;  
**'Order Confirmation'** means the order for mailings, Data Lists, print, postage and such other products and services where the Licensee orders Products and Services from the Licensee howsoever ordered;  
**'Price'** means the price for the Products and/or Services stated as such in the Order Confirmation;  
**'Prospect Names'** means a compilation of the list of names of Data Subjects in the Data List  
**'Seed Address'** means a name and or address inserted within the Data List, which is unique to the individual Licensee.  
**'Services'** means any services indicated on the Order Confirmation to be supplied to the Licensee by the Supplier;

1.2 Each Licence is issued in accordance with these terms and conditions only to the exclusion of all other terms and conditions and each order for Products and/or Services by the Licensee from the Supplier shall be deemed to be an offer by the Licensee to purchase the Products and/or Services subject to these conditions.

1.3 The headings in these terms and conditions are for convenience and reference only and shall not affect their interpretation.

### 2. Licence

2.1 In return for the Licensee paying the Price and/or Licence Fees, the Supplier grants to the Licensee a non-exclusive Licence to use the Data List in accordance with these terms and conditions, and for such uses as described on the Order Confirmation.

2.2 The Data List is supplied by the Supplier to the Licensee on the express understanding that its usage shall be restricted to the Licence Period as indicated on the order confirmation.

2.3 At the culmination of the Licence Period the Licensee warrants that they will destroy all copies of the Data List or part thereof whether held electronically or not, and furthermore the Licensee understands that any use of the Data List after the expiry of the Licence Period is without the consent of the Supplier, and is expressly forbidden.

2.4 In the event that the Licensee fails to comply with their obligation to destroy the Data List as provided for in section 2.3 of these terms and conditions, without prejudice to other rights the Supplier may have, the Licensee shall be required to pay damages to the Supplier. Said damages shall be calculated as being equivalent to the total amount paid by the Licensee to the Supplier during the last 12 month period that the Licensee had the benefit of a Licence from the Supplier. The Licensee further agrees that the delivery whether by post or not of a mailing piece or other similar product to the Seed address shall constitute a clear breach of clause 2.3 notwithstanding this clause 2.4, the Supplier retains their right to take whatever further legal recourse that is appropriate to seek damages and costs with regards to the unauthorised use of the Data List.

2.5 the Supplier shall sell the Products and/or Services to the Licensee in return for the Price provided always that the Products shall be deemed to be sold by description only and not by sample, even if samples are provided.

2.6 the Supplier undertakes to provide the Products and Services at the Price agreed and indicated on the Order Confirmation, however where additional demands are made on the Supplier by the Licensee in order for the Supplier to comply with the terms of this Licence, the Supplier reserves the right to charge for any additional work at of £50 ("the Supplier's Current Hourly Rate"), provided always that the Supplier shall notify the Licensee that extra charges shall be payable before these are incurred.

2.7 The Supplier may assign, charge, sub-contract or otherwise dispose of any of its rights or obligations on any Contract between the Supplier and the Licensee as it sees fit.

### 3. Data List

3.1 The Licensee's use of the Data List shall be restricted for use in the Licensee's business for generating prospects, only for the office, branch or location within the market sectors and postcode districts specified in the Order Confirmation. The Licensee nor its agents, employees, managers, or associates may not copy, reproduce, publish, transmit or use the Data List for any other purpose.

5.3

3.2 The Data List will be accessible via the Supplier's website and the Licensee will be issued with a user name and PIN. The Supplier shall use reasonable endeavours to provide continuous access to the website however the Supplier will not be responsible for any failure to provide the website where such failure is outside of the Supplier's direct control.

3.3 The Licensee shall have no right to sell the Data List or any part thereof to a third party and may not sub-licence or assign the benefit or burden of the Licence in whole or in part.

3.4 Upon termination of the Licence the Licensee shall return to the Supplier any digital media provided and shall destroy all copies of the Data List.

3.5 The Licensee shall take all necessary precautions on receipt of the Data List to control the usage and distribution of the Data List and ensure the terms of the Licence are complied with. This shall include nominating a person to be responsible for this and the Licensee shall provide the Supplier with details of that person and the steps taken to control its dissemination.

3.6 The Licensee shall at all times keep the Data List safe, and in the event that the Data List is used by any person, firm or company other than that specified on the Order Confirmation, such usage shall be deemed unauthorised. The Licensee shall be deemed to be responsible for such unauthorised usage and subject to whatever financial penalties and or legal recompense or otherwise determined by a court or other legal authority, whose determination both the Licensee and the Supplier agree will be final and binding, irrespective of whether the Licensee was aware of the unauthorised use of the Data List or not. The Licensee agrees that they hold a duty of care to the Supplier to keep safe The Data List, and that they will aid the Supplier in stopping any unauthorised usage of the Data List, and such subsequent claims for damages and costs that the Supplier consider appropriate.

3.7 The Licensee is aware and acknowledges that the Supplier retains the right to add such Seed Addresses as deemed appropriate by the Supplier to the Data List, in order to maintain the integrity of this Licence. The Licensee further agrees that delivery of a mailing piece or similar to the Seed Address constitutes prima facie evidence that the Data List was used to create and or instigate such mailing or similar. The removal of Seed Addresses is expressly forbidden within the terms of the Licence.

### 4. Products and Deliverables

4.1 It is the Supplier's intent to provide information of the highest quality and accuracy. However, the Supplier does not warrant any minimum returns from the use of the Data List nor does it guarantee its accuracy. The Reseller allows for a 5% Error Rate in the provision of the Data List. Should the Error Rate be reported by the Licensee at higher than 5% an investigation will take place. Should the Supplier confirm that the Error Rate is above 5%, the Supplier will replace free of charge that batch of data up to the percentage of error or offer a credit up to the value of the equivalent percentage of error.

4.2 Where the Licensee wishes to use promotional material not produced by the Supplier the Licensee shall supply the Supplier with two examples of all such material within a reasonable time scale. The Licensee warrants that the items to be mailed, delivered or supplied to any third party contain nothing which infringes copyright, is defamatory, obscene, indecent or otherwise illegal or is in contravention of the Data Protection Act and shall keep the Supplier fully

indemnified against loss, costs, legal fees and expenses arising from or in connection with any such claim whether or not justified.

4.3 Where the supplier authorises the Licensee to use the Data List for mailings or such other similar purpose by either the Licensee or a third party it is an express requirement of the said supply of the Data List that all mailings or similar carries the Suppliers specific personalised barcode, return address, and Editme website address.

4.4 Prospect Names and addresses in the Data List remain the property of the Supplier. No further contact of any kind may be made by the Licensee unless the Data Subject has given explicit consent to further contact from the Licensee.

4.5 If Licensee has stated that the Service required is to provide the Licensee's data file for Data Cleansing Processes or any other purpose is presented to the Supplier in a poorly delineated format which necessitates additional Data Cleansing Processes, the Supplier will give the Licensee the opportunity to re-submit the data in an improved format or, in the event this is not possible, the Supplier reserve the right to charge the Supplier's Current Hourly Rate for additional hours worked.

4.6 The Licensee must take all appropriate precautions to ensure all data received and/or sent to the Supplier has been appropriately screened for viruses, "bugs" or malicious code and shall indemnify the Supplier against all costs, claims, damages, losses, liabilities and expenses (including without limitation legal expenses) of any nature incurred or suffered by the Supplier arising out of or in relation to a virus, "bug" or malicious code introduced by the Licensee.

4.7 The number of addresses and/or Data Subjects requested in an Order Confirmation is approximate only. The Supplier will only charge for those numbers of Data Subjects delivered at the unit rate detailed in the Order Confirmation.

4.8 The parties acknowledge that the Intellectual Property of the Supplier shall remain the property of the Supplier and the Intellectual Property of the Licensee shall remain the property of the Licensee.

### 5. Obligations of the Licensee

5.1 The Licensee shall provide the Supplier with full information and details of all requirements, including but not limited to any logo or specific design requirements in order that the Supplier may prepare the Deliverables within the time scale specified and, if the Licensee fails to do so, the Supplier shall not be liable for any delay in the delivery or posting, nor for any costs, claims or losses incurred by the Licensee as a result of the delay, and the Supplier shall be entitled to terminate the Contract forthwith.

5.2 The Licensee acknowledges the Supplier's right to amend the design of the Deliverables at the Supplier's discretion.

5.4

5.5	<p>The Licensee shall not advertise or publicise the Deliverables by reference to any name, logo or design belonging to any third party without the prior written consent of the Supplier.</p> <p>30 days after the date of delivery of a Data Lists, the Data List will be deemed as inaccurate by the Supplier and the Licensee. The Licensee agrees to cease use and to destroy any hard copy of any names in the said List Data</p>	10.5	<p>The Licensee shall indemnify, defend and hold harmless the Supplier, its affiliates, directors and employee thereof for all damages, costs, expenses and other liabilities, including reasonable legal fees and court costs, incurred in connection with any claim, action or proceeding arising from the Licensee's negligence, intentional misconduct, breach of Order Confirmation entered into under these terms and conditions by the Licensee, and/or failure to comply with applicable laws, rules, regulations, and any third-party claims of infringement.</p>
6.	<p>The Licensee warrants and represents to the Supplier that it is if applicable correctly registered under and complies with the requirements of the Data Protection Act 1998 (as amended) and shall indemnify the Supplier against all costs, claims, damages, losses, liabilities and expenses (including legal expenses) of any nature incurred or suffered by the Supplier arising out of or in relation to the Clients breach of the Data Protection Act 1998 (as amended) or other misuse of the Data List.</p>	11.	<p><b>Assignment</b></p>
6.1	<p>Where the Supplier is to arrange for the distribution and or postage of the Products to third parties delivery shall take place when the Products leave the Supplier's place of business.</p>	11.1	<p>Any Contract, and or Licence, and or Order Confirmation entered into under these terms and conditions shall be assignable by the Supplier and the Supplier may subcontract to any third party and or any of the services.</p>
6.2	<p><b>Risk and Title</b></p>	12.	<p><b>General</b></p>
6.3	<p>The risk in the Products shall pass to the Licensee on delivery.</p>	12.1	<p>These conditions embody and set forth the entire Agreement and understanding of the parties and supersede all prior oral and written agreement and understandings, representations, warranties or arrangements related to the subject matter of these conditions. Neither party shall be entitled to rely on any agreement, understanding, representations, warranties or agreement which is not expressly set forth in these terms and conditions.</p>
6.4	<p>Ownership of the Data List and individual names data contained therein remain with the Supplier and as such the Licensee may not assume any rights of ownership such as in reselling, renting, leasing or loaning to any third party without written permission from the Supplier in accordance with these terms.</p>	12.2	<p>No person is authorised to make any representations other than those contained in any Contract entered into under these terms and conditions and if given or made, such representations must not be relied upon.</p>
7.	<p>Ownership of the Licence granted under this Supplier's Standard Licence and or the Products and or services shall not pass to the Licensee until the Supplier has received payment in full for the Products and or Services and any other sums which are or which become due to the Supplier from the Licensee on any account.</p>	12.3	<p>Neither party shall be in breach of any Contract entered into under these terms and conditions if there is any total or partial failure of performance by it, of its duties and obligations under these Conditions occasioned by any act of God, fire, act of Government, State, war, civil commotion, insurrection, embargo or any other reason beyond its control. If either party is unable to perform its duties and obligations under these Conditions as a direct result of the effects of one of those events or circumstances, that party shall give written notice to the other of the inability stating the reason in question. The operation of the Contract shall be suspended during the period (and only during the period) in which the reason continues. Forthwith, upon the reasons ceasing to exist, the party relying upon it shall give written advice to the others of this fact. Provided that in the event of a labour dispute by the employees of the Licensee, the provisions of this condition do not apply.</p>
7.1	<p>Ownership of the Licence granted under this Supplier's Standard Licence and or the Products and or services shall not pass to the Licensee until the Supplier has received payment in full for the Products and or Services and any other sums which are or which become due to the Supplier from the Licensee on any account.</p>	12.4	<p>Should any dispute arise pursuant to any Contract entered into under these terms and conditions, the Licensee hereby agrees that he will not withhold any payments due to refuse to make prompt payments pending resolution of such dispute or disputes notwithstanding any set off or counterclaim the Licensee may have under the Contract or any other right, set off or claim the Licensee may have against the Supplier howsoever arising.</p>
7.2	<p>Ownership of the Licence granted under this Supplier's Standard Licence and or the Products and or services shall not pass to the Licensee until the Supplier has received payment in full for the Products and or Services and any other sums which are or which become due to the Supplier from the Licensee on any account.</p>	12.5	<p>Any Contract entered into under these terms and conditions shall not be amended, modified, varied or supplemented except in writing signed by a duly authorised representative of the Licensee and a director of the Supplier. Any waiver by the Supplier of, or any default under, any provision of the Contract by the Licensee will</p>
7.3	<p>Ownership of the Licence granted under this Supplier's Standard Licence and or the Products and or services shall not pass to the Licensee until the Supplier has received payment in full for the Products and or Services and any other sums which are or which become due to the Supplier from the Licensee on any account.</p>	12.6	<p>not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.</p>
8.	<p><b>Price and Payment</b></p>	12.7	<p>Any notice or other document to be given to either party under any Contract entered into under these terms and conditions shall be in writing and shall be deemed to have been duly given if left at or sent by first class post or registered post, facsimile or either or other electronic media to that party's registered office or (if that party is not a Company) at the party's address herein specified or such other address as the party may from time to time designate by written notice to the other and any notice or documents shall be deemed to have been received by the addressee two working days following the date of dispatch of the notice or other documents by post or, where the notice is sent by hand or was given facsimile or other electronic media, simultaneously with the delivery or transmission.</p>
8.1	<p>The Price and or Licence Fee shall be subject to VAT at the prevailing rate. Payment of the Price and or Licence Fee is due on receipt of the Supplier's invoice. Time for payment shall be of the essence and at the sole discretion of the Supplier. the Supplier shall, at its discretion, be entitled to charge interest on all sums outstanding at a rate of 4% above Barclays Bank plc base rate in force for the time being until the date of actual payment.</p>	12.8	<p>The complete or partial invalidity or unenforceability of any of these conditions shall be deemed severable and the remaining provisions of these conditions and such provisions shall continue in full force and effect.</p>
8.1.1	<p>Time for payment shall be of the essence and at the sole discretion of the Supplier. the Supplier shall, at its discretion, be entitled to charge interest on all sums outstanding at a rate of 4% above Barclays Bank plc base rate in force for the time being until the date of actual payment.</p>	12.9	<p>The parties to any Contract entered into under these terms and conditions do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.</p>
8.1.2	<p><b>Termination</b></p>	13.	<p>The formation, existence, construction, performance and validity and all other aspects of any Contract entered into under these terms and conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.</p>
8.1.3	<p>the Supplier shall be entitled at its option to terminate or suspend all or any Contract, order, agreement or Licence immediately upon giving notice to the Licensee without any liability to the Licensee in any of the following circumstances:</p>	13.	<p><b>Multi-Use Data List Purchase</b></p>
9.	<p>If, at any time, any sum to be paid by the Licensee to the Supplier is overdue; If the Licensee is in breach of any of these conditions;</p> <p>In the event that the Licensee makes any voluntary arrangement with its creditors or becomes subject to an administration order (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction).</p>	13.	<p>The Licensee shall procure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for multiple-use, the Licensee shall be responsible for ensuring that the said multiple-use Data List is kept up-to-date during the Licence Period, including that it is cleansed at least once during the period of 30 days immediately prior to mailers being sent out.</p>
10.	<p><b>Posting</b></p>	14.	<p><b>Single-Use Data List Purchase</b></p>
10.1	<p>Where the Products and or Services include the posting of Deliverables, the Supplier hereby agrees that the Licensee shall on giving 7 days written notice be entitled to attend the Supplier's premises for the purpose of inspecting and verifying that the mailings are being made in accordance with the Contract provided always that if the Licensee does not inspect the Deliverables prior to them being posted the Licensee will be deemed to accept that the Deliverables comply with the Contract and it is further agreed that the Licensee will not put the Supplier to any further proof that such mailings have been made in accordance with the Contract.</p>	14.	<p>The Licensee shall at all times ensure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for single use, it may be used by such Licensee for mailings once only, and only during the 30 days following receipt by the Licensee from the Supplier of such Data List.</p>
10.1.1	<p>any breach of these conditions and/or warranties; and</p>	14.	<p>The Licensee shall at all times ensure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for single use, it may be used by such Licensee for mailings once only, and only during the 30 days following receipt by the Licensee from the Supplier of such Data List.</p>
10.1.2	<p>any representation, statement or tortuous act or omission including negligence arising under or in connection with any Contract entered into under these terms and conditions.</p>	14.	<p>The Licensee shall at all times ensure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for single use, it may be used by such Licensee for mailings once only, and only during the 30 days following receipt by the Licensee from the Supplier of such Data List.</p>
10.2	<p>All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Products Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.</p>	14.	<p>The Licensee shall at all times ensure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for single use, it may be used by such Licensee for mailings once only, and only during the 30 days following receipt by the Licensee from the Supplier of such Data List.</p>
10.3	<p>Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.</p>	14.	<p>The Licensee shall at all times ensure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for single use, it may be used by such Licensee for mailings once only, and only during the 30 days following receipt by the Licensee from the Supplier of such Data List.</p>
10.4	<p>Subject to conditions 10.2 and 10.3:</p>	14.	<p>The Licensee shall at all times ensure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for single use, it may be used by such Licensee for mailings once only, and only during the 30 days following receipt by the Licensee from the Supplier of such Data List.</p>
10.4.1	<p>the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Contract entered into under these terms and conditions shall be limited to the price payable under the relevant and or applicable Contract and or Order Confirmation entered into under these terms and conditions.</p>	14.	<p>The Licensee shall at all times ensure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for single use, it may be used by such Licensee for mailings once only, and only during the 30 days following receipt by the Licensee from the Supplier of such Data List.</p>
10.4.2	<p>the Supplier shall not be liable to the Licensee for any indirect or consequential loss or damage (whether for loss or profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any Contract and or Order Confirmation entered into under these terms and conditions.</p>	14.	<p>The Licensee shall at all times ensure that in the event that the Data List is purchased without the Licensee having access to the Supplier's Online system for single use, it may be used by such Licensee for mailings once only, and only during the 30 days following receipt by the Licensee from the Supplier of such Data List.</p>