Minimum Terms for End User Clients (Data Controllers)

The minimum terms to be accepted by Clients before accessing data provided within The Software Bureau's Home Mover Location and/or Suppression products.

The Client acknowledges and agrees that Home Mover Location and Suppression data is licensed to The Software Bureau Limited (tSB) by our data providers ("Licensors"). The use by the Client of data derived from Home Mover Location and/or Suppression data ("Product Data") is subject to the following terms ("Minimum Terms"):

1. Definitions

"Agreement" The Licensor's agreement with The Software Bureau Limited under the terms of which the Licensor licenses the user (Client) to use Product Data to suppress, identify or flag details of individuals who moved or died or append new addresses for those individuals or append new occupiers at those addresses on the Client's Database for the sole purpose of the Client's direct marketing;

"Client" the individual, company or other legal entity which is the owner or licensor of the Client Database;

"Client Database" an electronic compilation of prospect and customer records owned or authorised for use by the Client

"Confidential Information" Any information of a confidential nature disclosed under this Agreement or coming to the Client's attention directly or indirectly as a result of this Agreement .

"Product Data" Details of individuals with postal addresses within the UK who have moved and details of individuals with postal addresses within the UK who have died and details of the new occupiers at the same postal address from where an individual has moved or died and details of the new postal address of an individual who has moved and other data in respect of the individuals who have moved

2. Permitted Use

2.1 The Client may use the Product Data for the sole purpose of its direct marketing.

2.2 The Client shall not use the Product Data:

(a) on any laptop or other such portable computer;

(b) for the purpose of assessing creditworthiness (other than for the analysis or pre-screening of its prospects or customers);

(c) for sub-licensing, selling or otherwise disclosing or making available such Product Data to any third party acting as a credit reference agency or as a supplier of information used for assessing creditworthiness (other than for the analysis or pre-screening of its prospects or customers);

(d) in the case of relocations and new occupiers derived from the Product Data for contacting anyone other than an existing customer;

(e) for debtor tracing; or

(f) in the case of New Occupier and Relocations, for targeting (other than for the analysis or pre-screening of its customers)

2.3 The Client shall not

2.3.1 sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Product Data;

2.3.2 (and will not allow any third party to) reverse engineer or de-compile the Product Data without the prior written consent of Licensor or as otherwise permitted by law;

2.3.3.only take such copies of the Product Data as are reasonably required for the use of the Product Data in accordance with this Agreement;

3. Nature of Services

3.1.The Product Data and any information derived therefrom is not intended to be used as the sole basis for any business decision, and is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Licensor to guarantee. Licensor's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. Licensor is therefore not able to accept any liability for:

3.1.1.any inaccuracy, incompleteness or other error in the Product Data which arises as a result of data provided to Licensor by any third party;

3.1.2.any failure of the Product Data to achieve any particular result for the Client.

4. Compliance and Audit

4.1.The Client shall in connection with the provision or use of the Product Data comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party.

4.2.In addition to the general obligations under Clause 4.1 each of the Clients shall:

4.2.1.notify all relevant details of any processing of Personal Data to the Information Commissioners Office (ICO) as set out in the Data Protection Act (DPA) and only process such Personal Data in accordance with the terms of its notification under the DPA;

4.2.2.comply with its obligations in respect of the rights of the individuals to whom the provision of the Product Data relates as set out in the DPA (including the data protection principles referred to in the DPA).

4.3.The Client warrants that it shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data derived from Product Data.

4.4.The Client shall permit the Licensor once in every twelve month period upon 5 working days' notice and during normal working hours to audit the Client's compliance with its obligations under this Agreement in relation to the use of any data or other materials.

5. Confidentiality

5.1.The Client shall, in respect of the Confidential Information for which it is the recipient:

5.1.1.keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;

5.1.2.take all reasonable steps to prevent unauthorised access to the Confidential Information;

5.1.3 not use the Confidential Information other than for the purposes set out in this Agreement.

5.2.The Client may disclose the Confidential Information to, and allow its use in accordance with this Agreement by, the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions this Clause 5:

5.2.1.employees and officers of the recipient who require it for the recipient to perform its obligations under this Agreement;

5.2.2.the recipient's auditors and professional advisors solely for the purposes of providing professional advice.

5.3 The restrictions in Clause 5.1 do not apply to any information to the extent that it:

5.3.1.is or comes within the public domain other than through a breach of Clause 5.1; or

5.3.2.is in the recipient's possession (with full right to disclose) before receipt from the other party; or

5.3.3.is lawfully received from a third party (with full right to disclose); or

5.3.4.is independently developed by the recipient without access to or use of the Confidential Information; or

5.3.5.is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.

6.Intellectual Property Rights

6.1.All Intellectual Property Rights in the Product Data and all data created therefrom will remain vested in Licensor (or its relevant licensors) and to the extent that any rights in such materials and data vest in the Client by operation of law, the Client hereby assigns such rights to Licensor.

6.2.The Client

6.2.1.acknowledges and agrees that it shall not acquire or claim any title to any of Licensor's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Agreement or through its use of such Intellectual Property Rights;

6.2.2.agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the Licensor's ownership (or the other party's licensors' ownership) of such Intellectual Property Rights.

7.Limits on Liability

7.1. The Client shall not exclude or limit its liability for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):

7.1.1.for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;

7.1.2.for breach of Clause 5;

7.1.3. for any intentional breach of Clause 2.3.1;

7.1.4.for any matter for which it would be illegal for the Client to exclude and/or limit, or attempt to exclude and/or limit, its liability; or

7.1.5.for its fraud.

7.2.The liability of Licensor to the Client in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement shall be limited to the value of the agreement between tSB and the Client.

7.3.Licensor shall not be liable to the Client (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

7.3.1.any indirect or consequential loss;

7.3.2.the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses.

7.3.3 the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

8. Termination

8.1. These terms shall cease to apply automatically upon termination of the Agreement.

8.2. The Client shall promptly return the Confidential Information of Licensor.

8.3.The Client shall, at the Licensor's request either return the Product Data in its possession or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed.