

## Royal Mail PAF<sup>®</sup> - TASmail Licence (Quick Address)

### Terms and Conditions

#### 1. End Users' permitted use of Solutions

End Users may freely use PAF<sup>®</sup> Data in Solutions in accordance with these End User Terms.

#### 2. Conditions of use

- a. End Users must not make copies of PAF<sup>®</sup> Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- b. End Users may use PAF<sup>®</sup> Data for Data Extraction but Extracted Data:
  - (i) may only be accessed by Users, and
  - (ii) must not be supplied or any access to it provided to any third party.
- c. End Users may provide Cleansed data to third parties provided that:
  - (i) where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
  - (ii) if such databases are Substantially All Databases:
    - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
    - (B) 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
    - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF<sup>®</sup> Data.
- d. End Users 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.
- e. Except as set out in these End User Terms, End Users must not:
  - (i) transfer, assign, sell or license Solutions or their use to any other person,
  - (ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF<sup>®</sup> Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
  - (iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

### 3. Subcontracting

End Users 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 End User, or
- b. 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

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

### 5. Royal Mail's IPR notice

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.

### 6. Cessation of use of PAF® Data

End Users 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.

### 7. PAF® use by Users

End Users must ensure that:

- a. these End User Terms bind their Users,
- b. only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and
- c. in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

**Address data supplied by**

