

## 1. Parties and defined terms

1.1 This Agreement is between Royal Mail Group Limited (company number 4138203) whose registered office is at 185 Farringdon Road, London, EC1A 1AA (“**Royal Mail**”, “**we**”, “**us**” or “**our**”) and the licensee who completes a Registration Form and downloads the Development Data (“**Licensee**”, “**you**” or “**your**”).

1.2 “**Registration Form**” means the Developer Licence registration section of [www.poweredbypaf.com](http://www.poweredbypaf.com) (the “**PAF**® **website**”), which when fully completed sets out your name and contact details, and the Royal Mail data you have requested.

1.3 “**Development Data**” means the Royal Mail data set out in the Registration Form and downloaded by you.

1.4 By downloading the Development Data you agree to be bound by these terms and conditions. These terms and conditions and the Registration Form constitute an agreement between us and you (this “**Agreement**”).

## 2. Duration of this Agreement

2.1 This Agreement shall commence when you download the Development Data and shall continue for 12 months unless terminated earlier in accordance with its terms or the law (the “**Term**”).

2.2 If the Development Data is sample PAF® data then, before the end of the Term, you may request an extension of this Agreement. We will consider that request, but the decision on whether or not to grant any extension will be at our reasonable discretion.

## 3. How you may use the Development Data

3.1 We will supply you with a copy of the Development Data by download from the PAF® website, and grant you the non-exclusive, non-transferable, limited revocable right to use the Development Data for the Term on the terms of this Agreement.

3.2 At the frequencies stated on the PAF® website, we will make available to you updates to the Development Data by download from the PAF® website, which on such download will become “Development Data” and will be subject to the terms of this Agreement.

3.3 Your right to use the Development Data is limited to developing and incorporating it as part of your products and/or services, and demonstrating those products and/or services, but solely for evaluation and testing purposes.

3.4 You have no rights to use the Development Data other than in accordance with clause 3.1 and 3.3.

3.5 You must use the Development Data in accordance with applicable law.

## 4. Developer Information

4.1 The information (whether oral, written, or electronic) supplied by you as part of the registration process for the Development Data and / or on subsequent occasions (the “**Developer Information**”) is used by Royal Mail to determine whether you meet (and continue to meet) Royal Mail’s current qualification criteria for access to, and use of, the Development Data made available under the terms

of this Agreement. You agree to notify Royal Mail immediately by email to [address.management@royalmail.com](mailto:address.management@royalmail.com) if: (a) there is any change to your personal contact details, or your business name or address details; and / or (b) you require the right to use the Development Data for purposes other than for evaluation and testing purposes.

4.2 You agree that at the time the Developer Information was supplied to Royal Mail it was: (a) if it was factual, complete, true, and accurate in all material respects; (b) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and (c) not misleading in any material respect nor rendered misleading by a failure to disclose other information.

## 5. Termination

5.1 We may terminate this Agreement immediately if you:

5.1.1 breach any of its terms;

5.1.2 no longer meet Royal Mail's current qualification criteria for access to, and use of, the Development Data made available under the terms of this Agreement;

5.1.3 do anything in relation to the Development Data that brings or may reasonably be expected to bring Royal Mail into disrepute;

5.1.4 are subject to any insolvency, bankruptcy, administration or analogous proceedings; or

5.1.5 are a business that ceases to do business.

5.2 We may terminate this Agreement by giving you 30 days written notice.

5.3 On termination of this Agreement, the right granted to you under clause 3.1 and 3.3 will also terminate and you shall immediately cease use of the Development Data, destroy all copies of the Development Data and any confidential information of Royal Mail, and certify to Royal Mail that this has been done.

5.4 Termination of this Agreement shall not affect any rights to enforce this agreement which have already arisen.

## 6. Liability

6.1 We do not warrant the accuracy or completeness of the Development Data or that it will meet your requirements. The terms of this Agreement exclude all warranties and conditions and any other term implied by any law, to the maximum extent permitted by law.

6.2 There is no limit on your liability for losses Royal Mail incurs arising out of a breach of clauses 3 or 4. Our liability to you (howsoever arising) in respect of any breach of this Agreement or otherwise shall be limited to £1,000, however we will not be liable to you for any loss of profit, revenue, use of an asset, productivity, reputation, or data (whether any of those are direct or indirect losses), or any indirect or consequential losses arising out of this Agreement.

6.3 Nothing in this agreement limits either party's liability for personal injury or death caused by negligence or for fraud, or for breach of clause 8.

## 7. Intellectual Property Rights

You acknowledge that Royal Mail is the owner of all intellectual property rights in the Development Data and you do not acquire and are not granted any rights to use those intellectual property rights other than as this agreement expressly sets out.

## 8. Confidential Information

8.1 We and you each undertake to keep confidential any confidential information received from the other party (irrespective of the form of presentation or communication and whether or not marked as confidential, including, but not limited to, the Development Data, computer software and data, physical objects and samples) concerning that party's business, affairs, customers, clients or suppliers and not disclose it to any other person, except as permitted by clause 8.2.

8.2 We and you may each disclose the other party's confidential information:

8.2.1 to each party's respective employees, professional advisers, agents and contractors who need to know it for the purposes of carrying out the obligations under this Agreement, as long as the disclosing party ensures that those employees, professional advisers, agents and contractors comply with this clause 8; and

8.2.2 as may be required by law, court order or any governmental or regulatory authority.

8.3 Neither us nor you may use the other party's confidential information for any purpose other than to perform the obligations under this Agreement.

8.4 Each party must apply to the other's confidential information no lesser degree of care than that which a reasonable person would take in protecting its own confidential information.

8.5 The obligations contained in this clause 8 shall not apply to any confidential information which is lawfully available to the public otherwise than through breach of this Agreement; was disclosed to either you or us by a third party legally in possession of such information who was not restricted from disclosing it; or which was independently created or already in the possession of either you or us.

## 9. General

9.1 You shall maintain accurate records relating to this Agreement and shall, upon reasonable notice, grant us and our authorised agents such access to your premises, systems and records as is required to verify your compliance with this Agreement.

9.2 You may not assign, transfer or novate your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld.

9.3 All notices under this Agreement must be in writing and sent to the postal or email addresses set out in the Registration Form.

9.4 This Agreement shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

9.5 The failure by us or you to enforce or exercise at any time or for any period any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.

9.6 This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. Nothing in this clause 9.6 shall exclude any liability which one party would otherwise have to the other in respect of any statements made fraudulently.

9.7 The provisions of clauses 5.3, 5.4, 6, 8 and 9 shall continue to operate after the termination or expiry of this Agreement.

9.8 This Agreement does not confer any benefit on any person other than you and us.