

EXPERIAN ONE TIME CLEAN - E-MAIL TERMS AND CONDITIONS V1.0

These Terms and Conditions apply to the purchase of any Services via this Website. In return for being provided with access to the Services, you agree to the terms of this Agreement and in doing so, you confirm you have authority and capacity as an individual and authorised agent of the named organisation in the Account Registration form. You acknowledge and agree that the charges for the Services have been calculated on the basis that We will exclude and limit our liability as set out in this Agreement and that the limitations and exclusions of liability in this Agreement are therefore reasonable.

All Personal Data about You will be treated in accordance with our Privacy Policy. Please read our Privacy Policy which is available on the Website.

If you have any queries regarding these Terms and Conditions or the Privacy Policy please contact us by completing and submitting a Request Form on the Website at <https://www.edq.com/uk/contact-us/> (or via any other method we make available from time to time) prior to completion of Registration.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the following meanings:

Word or Expression	Meaning
Agreement	these Terms and Conditions and any document referred to in these Terms and Conditions including any Third Party EULA;
Card Payment	the payment by You of Fees in cleared funds using the Payment Card details provided by You and accepted by Us;
Client ID	the information and Payment Card details submitted by You as required to use the Services
Commencement Date	the date when You accept these Terms and Conditions and load Your Input Data into the Services on each occasion that You use the Services to perform a Data Processing Task;
Confidential Information	Client ID and any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers or group companies in or on any medium or format;
Data Processing Task	Processing of a file of email addresses uploaded by You for the purposes of validation and/or quality verification;
DPA	the Data Protection Act 1998 and any subordinate legislation having effect in England;
Equipment	computer hardware used by You in connection with the Services;
Experian Data	any of the data and/or databases supplied by Us to You in connection with this Agreement but excluding Your Data;
Fees	the fees payable by You applying from time to time for the Services as stated on the Website;
Force Majeure	any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;
Group Company	any company which is in relation to Us a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined by section 1159 of the Companies Act 2006;
ICO	the Information Commissioner's Office (or any other title under which such office subsequently operates);
Input Data	the data supplied to Us by You and in relation to which We will provide the Services;
Intellectual Property Rights	copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
Order Confirmation	the e-mail and attachments provided by Us to You entitled "Order Confirmation" recording agreed details relating to this Agreement;
Our Materials	any of the items licensed by Experian to You in connection with the Services but excluding the Output and Experian Data;
Output	the Input Data as screened, modified and/or enhanced by the performance of the Services but excluding the Input Data;
Parties	You and Us;
Party	You or Us;
Payment Card	the credit or debit card registered by You during Registration or such other card you choose to use at a later date;
Permitted Purpose	for your internal business purposes only;
Personal Data	the meaning specified in the DPA;
Price List	the list of Fees for the Services available on the Website as updated from time to time;
Privacy Policy	Our privacy policy published on the Website as may be updated by Us from time to time;
Processing	the meaning specified in the DPA;
Registration	the registration process that You must complete to Our satisfaction as a pre-condition to Our provision of the Services;

Services	the services provided by Us to You via the Website or under or in connection with this Agreement;
Service Description	any user guide, policy, operational manual and any other materials relating to the use or operation of the Services including guidelines relating to data security and access and/or statements of functionality provided by Us to You;
Sub-Contractor	a third party supplier or service provider of Ours;
Third Party EULA	the additional third party terms described in Clause 14.1 available via the Website as updated by the third party data licensors from time to time;
We	Experian Limited (registered number 653331) with a registered office at Landmark House, Experian Way, Nottingham NG80 1ZZ (and the expressions "Our", "our", "Us" and "us" where used in this Agreement shall have like meanings);
Website	the website with the url of: https://www.edq.com/uk/validate-email-list/ or such other website through which We deliver the Services from time to time, together with such other of Our websites referred to in the "Privacy and Legal" section of the aforementioned websites;
You	the entity authorised by Registration to use the Services and the expression "Your" or "your" where used in this Agreement shall have a related meaning.
Your Account	the account made available to You by Us on the Website;
Your Data	any data provided by You to Us in connection with this Agreement, including Input Data and information supplied by You at Registration or in connection with the Services;
Your Materials	any of the items provided by You to Us in connection with this Agreement including Your Data.

- 1.2 In this Agreement:
- 1.2.1 any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- 1.2.2 references to clauses are to the Clauses of this Agreement;
- 1.2.3 the singular includes the plural and vice versa;
- 1.2.4 the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 1.2.5 where any matter is to be agreed, such agreement must be recorded in writing;
- 1.2.6 wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.

2. PRIMARY OBLIGATIONS AND WARRANTIES

- 2.1 We shall:
- 2.1.1 provide the Services materially in accordance with the Service Description; and
- 2.1.2 use all reasonable care and skill in the performance of the Services.
- 2.2 Each of the parties shall use all reasonable endeavours to perform its obligations under this Agreement in accordance with any written timetable for delivery of the Services agreed between the parties.
- 2.3 Each party warrants that it has the full power and authority to enter into this Agreement and the use by the other party as permitted by this Agreement of any information, data, Service Description, and/or services which it provides to the other party shall not infringe any third party Intellectual Property Rights.
- 2.4 The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

3. TERM

- 3.1 Any and all use of the Website and/or the Services by You at any time shall be governed by these Terms and Conditions.
- 3.2 A separate Agreement shall be created in respect of each Data Processing Task. Each Agreement shall be deemed to have commenced on its respective Commencement Date and shall continue until such time as We have made the relevant Output available to You unless terminated by either party in accordance with the provisions in this Agreement.

4. LICENCE

- 4.1 You hereby grant Us a non-exclusive non-transferable licence to use the Input Data for the purposes of providing the Services

5. SUPPORT

- 5.1 We are under no obligation to provide any support in respect of the Services. If We provide any such support, it will be provided on a discretionary basis by Us in accordance with any relevant support policy published on the Website or provided by Us to You. We reserve the right to charge for any support requests or refuse any support requests at Our sole discretion.

6. PERFORMANCE AND NATURE OF THE SERVICES

- 6.1 We will use reasonable endeavours to ensure that the Services and Website are free of viruses and, subject to Clause 7, allow access to the Website and Services during the term of this Agreement.
- 6.2 We undertake that whilst You remain entitled to receive the Services if in Our reasonable opinion there is a defect in Our Materials which prevents You from obtaining the Services then We will use all reasonable endeavours to procure the repair of such defect in a reasonable time provided that You give Us, Our agents or subcontractors all reasonable assistance in respect of Our procuring such repair. This undertaking shall constitute Our entire liability in respect of defects in Our Materials and the undertaking contained above shall not apply to Our Materials which have been damaged or rendered defective by:
- 6.2.1 Your neglect or misuse of Our Materials or failure to operate Our Materials in accordance with the provisions of this Agreement;
- 6.2.2 the alteration modification or maintenance of the Services by any party other than Us without Our prior written approval; or
- 6.2.3 any computer virus not originating from Us.
- 6.3 Our Services are not intended to be used as the sole basis for any business decision, and are 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 Us to guarantee. You agree that it is reasonable for us to limit our liability and we do not accept any liability, other than under Clause 2.1, for any inaccuracy, incompleteness or other error in the Services which arises as a result of data provided to Us by any third party or any failure of the Services to achieve any particular result for You. You agree that technology of the kind used to provide the Services in general is not error-free and agree that the existence of such errors shall not constitute a breach of this Agreement.

7. VARIATION OR SUSPENSION OF SERVICES

- 7.1 We may at any time vary the nature of the Services or temporarily stop providing the whole or any part of the Services with as much notice as is reasonably practicable and relevant to the circumstances:
 - 7.1.1 for scheduled maintenance;
 - 7.1.2 due to circumstances beyond Our reasonable control;
 - 7.1.3 for urgent operational reasons;
 - 7.1.4 if We reasonably believe that Your unauthorised or abnormal use of the Website is impairing the Website's performance; and/or
 - 7.1.5 if You fail to comply with any provision of this Agreement.

8. YOUR UNDERTAKING

- 8.1 You undertake not to:
 - 8.1.1 copy, reproduce, translate, adapt, vary or modify, or otherwise interfere with, Our Materials nor to disclose communicate or make available the same to any third party without Our prior written consent (or except to the extent permitted by law) except that You may make a copy of Our Materials for back up purposes only. In the event that You become aware of any unauthorised copying disclosure or use You shall forthwith notify Us thereof and if requested take such steps as shall be necessary to prevent such further unauthorised copying disclosure or use;
 - 8.1.2 provide or otherwise make available Our Materials in whole or in part in any form to any person other than Your Sub-Contractors (to the extent permitted by these Terms and Conditions) and/or Your employees, temporary employees or individual contractors who need to have access to Our Materials in order to properly use the Services for the Permitted Purpose;
 - 8.1.3 rent, lease, loan, re-sell, transfer, sub-licence, distribute, commercially exploit (via a competing product or service or otherwise) or otherwise make available to, or allow use for the benefit of, any third party any of the Experian Data, Our Materials and/or Services save as expressly permitted under the Agreement; and/or
 - 8.1.4 undertake any act or omission or use or otherwise make available the Services in a way which would breach a Third Party EULA.
- 8.2 You undertake to:
 - 8.2.1 have in place effective back-up and virus prevention measures and ensure that any of Your systems that rely upon the use of the Website also have a reasonable alternative manual means to continue to operate in the event that the Website is unavailable; and
 - 8.2.2 use all reasonable endeavours to ensure that any information provided to us is complete and accurate and/or in the agreed format. If Your Registration information becomes inaccurate or misleading You shall promptly update Your details in the Website; and
 - 8.2.3 hold all registrations and licences necessary for You to comply with Your obligations under this Agreement including any required registration with the ICO; and
 - 8.2.4 at Your own cost co-operate with Us to such extent and provide to Us such information and assistance as We reasonably require to perform Our obligations in relation to the Services; and
 - 8.2.5 at Our request inform Us of the intended use of the Services which We reasonably consider relevant in order for Us to determine that, in performing the Services, You are complying with the provisions of this Agreement.

9. PAYMENTS

- 9.1 You shall pay the Fees quoted on the Website for the delivery of the Services.
- 9.2 The charges for the Services are set out on the Website via the Price List. We may vary the Price List from time to time.
- 9.3 We require You to pre-pay for the Services using a valid Payment Card and You agree that this is the default method for the purchase of the Services.
- 9.4 You warrant that You have the authority to make available to Us the Payment Card details used in connection with the Card Payment.

10. SUB-CONTRACTORS

- 10.1 We shall be entitled to sub-contract any or all of Our obligations under this Agreement to a Sub-Contractor but by doing so We shall be responsible for the acts and omissions of the Sub-Contractor to the same extent as if We had carried out the obligations ourselves pursuant to this Agreement.

11. SECURITY

- 11.1 You will comply with any rules and guidelines that We reasonably prescribe in relation to the manner in which We provide the Services. We will adopt such measures as we deem necessary to protect the security of the Services.
- 11.2 You also agree that You will:
 - 11.2.1 inform Us as soon as You become aware of any unauthorised use and/or disclosure of Your Client ID or if any equipment You use to access the Services is stolen; and
 - 11.2.2 be liable for any and all Fees incurred in connection with Your Client ID whether or not You authorise such Fees.
- 11.3. We may invalidate or suspend use of Your Client ID if:
 - 11.3.1 You breach any of Your obligations under these Terms and Conditions; and/or
 - 11.3.2. We are notified of, or become aware of, any unauthorised or improper use of Your Client ID or of the fact that any of the Equipment you use to access the Services has been stolen.

12. DATA HEALTH CHECK

- 12.1 You may be permitted to use the Services to evaluate the quality of Your Data. Such Data Health Check is subject to the terms of this Agreement.
- 12.2 The result of such Data Health Check shall be provided to You in the form of a quality report presented to You via the Website.

13. THIRD PARTY DATA

- 13.1 Where We provide data belonging to certain third party data licensors You shall comply with the licence terms of each such third party data licensor ("**Third Party EULA(s)**"). In these circumstances, the warranty provided in Clause 2.3 shall be replaced by the Third Party EULA(s). The Third Party EULA(s) have been imposed upon Us and We have no authority or ability to agree to any amendments. The Third Party EULA(s) are available on the Website (or such other URL as we inform you of from time to time) and include the Third Party EULA related to Royal Mail Postcode Address File ("PAF") Data.
- 13.2 You hereby confirm that You have read the Third Party EULA(s) applicable to the Services and agree to be bound by them. You agree to bring any claim in respect of the third party data which is governed by a Third Party EULA against the third party data licensor and not Us.
- 13.3 We will make available updates to Experian Data accessed by the Services, where such updates are provided by Our third party data licensors.

14. COMPLIANCE AND AUDIT

- 14.1 Each party shall in connection with the provision or use of the Services as appropriate comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party.
- 14.2 In addition to these general obligations under Clause 14.1, each party shall notify all relevant details of any processing of Personal Data to the ICO as set out in the DPA and only process such Personal Data in accordance with the terms of its notification under the DPA and comply with its obligations in respect of the rights of the individuals to whom the provision of the Services relates as set out in the DPA (including the data protection principles referred to in the DPA).
- 14.3 We shall, in performing the Services under this Agreement, in circumstances where We are a data processor, process any Personal Data contained within Your Data only in accordance with Your instructions. You, acting as data controller, shall be deemed to have instructed Us to process any such Personal Data to the extent reasonably necessary for the provision of the Services.
- 14.4 You shall ensure that the Processing by Us (as contemplated by this Agreement) of any Personal Data which You make available to Us satisfies the requirements of the first data protection principle under the DPA.
- 14.5 We warrant that We 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, the Personal Data contained within Your Data.
- 14.6 You acknowledge and accept that Your Data shall be transferred to the United States of America for Processing. Such Processing shall be performed by one of our Group Companies which is Safe Harbor registered.
- 14.7 Each party shall permit the other (on reasonable notice and during normal working hours) to audit the first party's compliance with its obligations under this Agreement in relation to the use of any software, data or other materials. The party carrying out the audit shall observe the other party's procedures relating to the protection of confidential information about any clients or customers of the other party and take all reasonable steps to minimise disruption to the other party's business during such audit.
- 14.8 If as a result of any changes in any legislation, regulations, codes or other rules having equivalent force (including any reasonable interpretation thereof), We consider in Our reasonable opinion that it is no longer desirable or commercially viable to continue to provide the Services at all or in accordance with this Agreement, or if any third party data or software becomes unavailable We shall be entitled to do one of the following on giving prior notice to You:
- 14.8.1 modify the affected Services as necessary to accommodate such changes or unavailability; or
- 14.8.2 terminate this Agreement (without liability) in respect of those Services which are affected by such changes or unavailability.
- 14.9 In exercising Our rights under Clause 14.8, We will consult with You, and act reasonably and in a way which is consistent with Our treatment of Our other clients.

15. CONFIDENTIALITY

- 15.1 Each party shall, in respect of the Confidential Information for which it is the recipient:
- 15.1.1 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;
- 15.1.2 take all reasonable steps to prevent unauthorised access to the Confidential Information;
- 15.1.3 not use the Confidential Information other than for the purposes set out in this Agreement.
- 15.2 Each party 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 in this Clause 15:
- 15.2.1 employees and officers of the recipient who require it for the recipient to perform its obligations under this Agreement;
- 15.2.2 the recipient's auditors and professional advisors solely for the purposes of providing professional advice;
- 15.2.3 if We are the recipient, to Our agents and Sub-Contractors, involved in performing Our obligations under this Agreement, and Our Group Companies;
- 15.2.4 if We are the recipient, the ICO pursuant to any requirement to do so (whether legally binding or otherwise), and to any person as permitted by the DPA or any other statutory provision
- 15.2.5 if You are the recipient, Your Sub-Contractors to the extent required to enable such Sub-Contractors to exercise the rights granted under this Agreement.
- 15.3 The restrictions in Clause 15.1 do not apply to any information to the extent that it:
- 15.3.1 is or comes within the public domain other than through a breach of Clause 15.1; or
- 15.3.2 is in the recipient's possession (with full right to disclose) before receipt from the other party; or
- 15.3.3 is lawfully received from a third party (with full right to disclose); or
- 15.3.4 is independently developed by the recipient without access to or use of the Confidential Information; or
- 15.3.5 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.
- 15.4 You acknowledge that if any of Our Materials, Experian Data or Output supplied to You comprises information supplied by Our third party licensors We shall be entitled to disclose to such third party licensor(s) that such information has been provided to You, Your identity and the Fees paid by You.

16. INTELLECTUAL PROPERTY RIGHTS AND LICENCE

- 16.1 All Intellectual Property Rights in Your Materials will remain vested in You (or Your relevant licensors).
- 16.2 All Intellectual Property Rights in Our Materials, the Services and Experian Data will remain vested in Us (or Our relevant licensors).
- 16.3 We hereby grant You a non-exclusive, non-transferable, revocable right to use the Website to access and use the Services for the Permitted Purpose in accordance with the Agreement for the duration of this Agreement.
- 16.4 You grant Us a royalty free, non-exclusive, non-transferable licence to use and copy Your Data in order to perform this Agreement and for other agreed purposes and in order for Us to comply with any requests made to Us under statute.

17. THIRD PARTY CLAIMS

- 17.1 Subject to Clause 17.3, We shall fully indemnify You against:
- 17.1.1 any amounts paid by You to any third party as a result of or in connection with any claim which that third party brings against You alleging that its Intellectual Property Rights are infringed by the provision by Us to You of Our Materials or the use of Our Materials by You as permitted by the terms of this Agreement; and
- 17.1.2 any associated legal expenses reasonably and properly incurred.
- 17.2 Subject to Clause 17.3, You shall fully indemnify Us against:
- 17.2.1 any amounts paid by Us to any third party as a result of or in connection with any claim which that third party brings against Us alleging that its Intellectual Property Rights are infringed by the provision by You to Us of Your Materials or the use of Your Materials by Us as permitted by the terms of this Agreement; and
- 17.2.2 any associated legal expenses reasonably and properly incurred.
- 17.3 The indemnities in Clauses 17.1 and 17.2 shall not apply to the extent that any claim arises as a result of use of an infringing design supplied or made by the indemnified party, and are subject to the indemnified party:

- 17.3.1 notifying the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate; and
- 17.3.2 not making any admission, settlement or payment in respect of such matter or claim, other than a payment made pursuant to a court order, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
- 17.3.3 allowing the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and the indemnified party shall comply with the indemnifying party's reasonable requests in the conduct of any such negotiations and/or proceedings.
- 17.4 If any claims are made, or in Our reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by Your use of Our Materials as permitted by the terms of this Agreement, We may at Our sole option and expense:
 - 17.4.1 procure for You the right to continue using the relevant Our Materials (or any part of them) in accordance with the terms of this Agreement;
 - 17.4.2 modify Our Materials as relevant to avoid the infringement or replace Our Materials as relevant with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.
- 17.5 This Clause 17 sets out the entire liability of both parties and the sole remedy of both parties with respect to the infringement of a third party's Intellectual Property Rights and any claims relating to the indemnities given in Clauses 17.1 and 17.2.

18. LIMITS ON LIABILITY

- 18.1 Neither party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):
 - 18.1.1 for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 18.1.2 for personal injury or death resulting from its negligence or that of its employees, agents and/or Sub-Contractors;
 - 18.1.3 for breach of Clause 15;
 - 18.1.4 (in Your case) for any intentional breach of Clause 8.1.3;
 - 18.1.5 for any matter which it would be illegal for that party to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
 - 18.1.6 for that party's fraud; or
 - 18.1.7 for liability under the indemnities given the parties under Clause 17.1 and 17.2; or
 - 18.1.8 liability as a result of Your failure to comply with any Third Party EULA.
- 18.2 The liability of each party to the other (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £1 million per claim or series of claims arising from any one incident.
- 18.3 Except as provided in Clauses 18.1 and 18.2 the liability of each party to the other 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 arising in relation to any specific individual performance of the Services shall be limited in aggregate to the Fees (excluding VAT) paid or payable by You to Us under this Agreement for that individual performance of the Services.
- 18.4 The limitations in Clause 18.3 shall be in addition to Your obligation to pay Fees and charges under this Agreement.
- 18.5 Subject to Clause 18.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:
 - 18.5.1 any indirect or consequential loss;
 - 18.5.2 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; and/or
 - 18.5.3 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.

19. TERMINATION

- 19.1 Either party shall be entitled to terminate this Agreement (or part of it in respect of a particular part of the Services) immediately by serving written notice on the other party in the following circumstances:
 - 19.1.1 if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;
 - 19.1.2 if the other party commits a material breach of any of its obligations under this Agreement which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination;
 - 19.1.3 if the other party has passed a resolution for its winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, or is the subject of a notice to strike off the register at Companies House, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its Creditors, or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action.
- 19.2 We may terminate this Agreement (or part of it in respect of a particular part of the Services) immediately by serving written notice on You in the following circumstances:
 - 19.2.1 where such termination is necessary for Us to comply with a Third Party EULA; or
 - 19.2.2 if We lose the right to distribute any third party data as contemplated by this Agreement; or
 - 19.2.3 if we are no longer able to make available the Services (in whole or in part) due to the acts of omissions of our third party data licensors;
 - 19.2.4 a third party data provider claims that the use of the data or the Services in the manner in which they are being used by Us or You is not permitted; or
 - 19.2.5 the third party data licensors vary their terms and conditions, requirements, or pricing in a manner which adversely affects Us or You;
 - 19.2.6 in the case of termination by Us only if We decide to discontinue the provision of the whole or part of any of the Services.
- 19.3 Where the Agreement is terminated in whole or in part by Us as a result of Clause 19.2.6, then You will be entitled to a pro-rata refund of any prepaid charges paid to Us by You in respect of the Services which You are no longer able to use, with such payment being calculated and determined by Us in Our sole discretion (acting reasonably). You agree that this is Your sole and exclusive remedy in such circumstances in relation to such termination.
- 19.4 Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination. Your entitlement to use the Services shall cease on termination of this Agreement.

20. GENERAL

- 20.1 All notices must be in writing and sent by recorded delivery post or fax or e-mail. If We write to You We will use the address or fax number or e-mail address provided by You at Registration (as updated by You from time to time). You can write to Us at the e-mail address or address shown on the Website (if this is different from Our registered office address).
- 20.2 All notices are deemed received:
 - (i) if posted to the correct address - two working days after being posted;

- (ii) if sent by facsimile to the correct facsimile number - one hour after transmission;
 - (iii) if sent by fax outside the normal working hours of the addressee - one hour after the re-opening for business of the addressee;
 - (iv) if sent by e-mail to the correct e-mail address when a receipt notification is received.
 - (v) Service by fax is only effective if the original of the fax is placed in the post the same day as the fax is transmitted.
- 20.3 Except as provided in Clause 10 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 20.4 If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.
- 20.5 Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.
- 20.6 If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 20.7 A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- 20.8 This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England. The English courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.
- 20.9 Variations of this Agreement shall not be effective unless recorded in writing signed by the parties; variations in electronic form shall not count as variations recorded in writing. However, variations to the Schedule made in accordance with any agreed change control procedure shall be effective.
- 20.10 This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties relating to the same subject matter. Neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in this Agreement.
- 20.11 Subject to any contrary provision in any Third Party EULA, the Parties hereby agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.
- 20.12 Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
- 20.13 Nothing in this Agreement is intended to, or shall, operate to:
- 20.13.1 create a partnership or joint venture of any kind;
 - 20.13.2 authorise either party to act as agent for the other party;
 - 20.13.3 authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
- 20.14 The contents of any Third Party EULA shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency.