

CNM Limited

Terms & Conditions of Business

1 Interpretation

In these Conditions:-

“the Client” means the person, firm or company with whom the Contract is made;

“the Company” means CNM Limited whose registered office address is 161 High Street Tonbridge Kent TN9 1BX;

“the Contract” means the Contract for the provision of the Services;

“the Information” means the information provided to the Client by the Company in performing the Services;

“the Schedules” means schedules 1 to 7 attached to these Conditions.

“the Services” means the Services to be provided by the Company for the Client;

“the Supplier” means the Supplier of the Information to the Company for the provision of the Services.

2 Supply of the Goods/Services

2.1 The Company shall supply the Services in accordance with any written, verbal (i.e. telephone) or other order of the Client which is accepted by the Company, subject in all cases to these Conditions, which will govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made, by the Client.

2.2 No variation to these Conditions shall be binding unless agreed to in writing by a director of the Company.

2.3 The Client shall at its own expense supply the Company with all necessary data or other information relating to the Services within sufficient time to enable the Company to provide the Services in accordance with the Contract. It shall be the Client’s responsibility to ensure the accuracy of the data and information it shall provide to the Company in order for the Company to provide the Services and it is understood and recognised by the Client that the Company’s ability to provide the Services effectively will be reliant on the accuracy of the information provided by the Client.

2.4 The Client acknowledges that the Company is performing the Services and providing the Information to the Client pursuant to licences granted to it by its Suppliers and the Client agrees and undertakes that it shall (in relation to the use of the Information):

2.4.1 comply with the Data Protection Act 1998

or any modification or re-enactment of it from time to time

2.4.2 comply with the (Data Protection and Privacy) (Direct Marketing) Regulations 1998 or any modification or re-enactment of it from time to time

2.4.3 not do or permit to be done anything which is reasonably likely to bring the Company or its Suppliers into disrepute

2.4.4 not export or permit the export of the Information to a country which is not within the European Economic Area without the express consent of the Company and/or the Supplier of the Information.

2.4.5 not disclose the Information to any more than one party, so that for clarification purposes, if the Client is obtaining the Information for its own customer or client it may supply or impart the Information to this customer or client on one occasion only, but not to any other customer, client or any third party.

2.4.6 strictly adhere to the specific service terms of the Company’s Suppliers as detailed in the Schedules.

2.4.7 where the Information is in the form of a sales, contact or marketing list only use the Information once unless multiple use is expressly permitted by the Company. The Client acknowledges that such lists may include “seed” or “dummy” records that do not relate to a real individual or business. Such records are included for the purpose of monitoring use of the data. The Client agrees not to alter or delete or in any way modify these “seed” or “dummy” records.

2.4.8 indemnify the Company against any loss, cost or expense it shall incur due to the Client’s breach of this Condition 2.4.

3 Price

3.1 The price of the Services shall be the Company’s quoted price (“the Price”). The Price shall remain valid for a period of 28 days only from the date quoted.

3.2 The Price is exclusive of any Value Added Tax which the Client shall be additionally liable to pay.

4 Payment

4.1 The Company shall be entitled to invoice the Client for the Price of the Services on or at any time after performance of the Services and/or the provision of the Information. The Company may at its discretion invoice the Client at the end of the month in where the Company is providing the Services on

an ongoing basis to the Client.

- 4.2 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:-

4.2.1 cancel the Contract or the performance of the Services to the Client; and

4.2.2 charge the Client interest on the amount unpaid at the rate of 5% per annum above Lloyds Bank Plc's base rate from time to time, until payment is made in full;

and the Client agrees to indemnify the Company, on an indemnity basis, in respect of all legal costs and expenses incurred by the Company in seeking to obtain payment in full.

5 Performance/Delivery

- 5.1 The Services shall be performed and the Information delivered in a manner agreed at the time the Contract is made.

- 5.2 Time for performance of the Services shall not be of the essence, unless previously agreed by the Company in writing.

6 Liability

- 6.1 The Client acknowledges that the Company's obligations and liabilities in respect of the Contract are exhaustively defined in these Conditions. It is accepted that the Company will not be liable for any indirect or consequential loss, damage, cost or expense of any kind.

- 6.2 Although the Company will endeavour to provide the Services and the Information with all reasonable due care and attention it is agreed and acknowledged by the Client that the Company cannot warrant or guarantee 100% accuracy in relation to the Information provided to the Client and the Company shall not be liable for breach of contract in relation to reasonable inaccuracies and omissions.

- 6.3 The Company accepts liability to the extent that it results from the negligence of the Company and its employees for death or personal injury without limit and for the physical damage to or loss of the Client's tangible property up to the amount of £10,000 in respect of any one incident or series of connected incidents. In all other cases not falling within this clause the Company's total liability (whether in Contract, tort (including negligence) or otherwise) under or in connection with the Contract will not in any event exceed the fees receivable in respect of the Contract. If the Client wishes to protect itself against any greater loss or expense it is hereby put on notice that it should put in place appropriate insurance.

- 6.4 It is accepted that the Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's

obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control.

7 Termination

- 7.1 This Condition applies if:-

7.1.1 the Client (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation, has an administration order passed or has an administrator, receiver or liquidator appointed in respect of the Company, or

7.1.2 the Client ceases, or threatens to cease, to carry on business; or

7.1.3 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly; or

7.1.4 the Client commits any breach of these Conditions.

- 7.2 If Condition 7.1 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract without any liability to the Client, and if the Services have been performed but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

8 Intellectual Property

- 8.1 The Client acknowledges that the Supplier owns the copyright in the Information

8.2 The Client agrees that no intellectual property rights in the Information are transferred or licensed to the Client and the Client will not assert any such rights in the same.

8.3 The Client shall not utilise the Suppliers' trademarks or trade names in any way whatsoever.

8.4 The Client shall indemnify the Company against all loss or damage suffered as a result of a breach of Conditions 8.2 and/or 8.3 by the Client.

9 Miscellaneous

9.1 These Conditions and all other express terms of the Contract shall be governed and construed in accordance with English law.

9.2 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the provisions of these Conditions and the remainder of the provision in question shall not be affected.

Schedule 1 – British Telecommunications Plc ("BT") data sourced from OSIS

The Client shall in all its dealings with or relating to information derived from BT's OSIS database comply with all applicable laws and codes of practice including the Code of Practice on Telecommunications Directory Information Covering the Fair Processing of Personal Data (21 December 1998);

The Client shall use all reasonable endeavours in relation to the security and confidentiality of the Information in its custody or control to prevent unauthorised disclosure of any part of it;

The Client shall, if any complaint is made which relates to the Client's use of the Information, then the Client shall assist BT and the Company in investigating the complaint and shall take such steps as are reasonably necessary to remedy the complaint as soon as practicable.

The Client shall not distribute, publish or display any material amount of the Information by any means, except so that a single specific person can use it

The Client shall not have any rights to use the BT Marks and shall not make reference to BT or any BT product or service in any promotional or marketing advertising, communications, literature, or packaging.

The Client shall not alter any copyright or other intellectual property right acknowledgement or confidentiality marking incorporated into or applied to BT's OSIS data or documentation owned by BT.

Schedule 2 – Royal Mail Group Limited ("Royal Mail") NCoA data

The Client shall sign an end user agreement with the Royal Mail as supplied by the Company and adhere to its terms.

The Client shall not use the data/Information, or allow it to be used, for the purposes of debt collection.

Schedule 3 – Millennium ADMP Limited Mortascreen data

The Client shall not use the data/Information, or allow it to be used, to intentionally and/or knowingly direct market any household that has suffered a bereavement.

The Client shall not use the data/Information, or allow it to be used, for the purposes of debt collection, customer verification or fraud prevention.

Schedule 4 – Millennium ADMP Limited HALO data

The Client shall not use the data/Information, or allow it to be used, to intentionally and/or knowingly direct market any household that has suffered a bereavement.

The Client shall not make the data/Information available for general dissemination through any form of computer network or infrastructure.

Schedule 5 – Acxiom Limited Purity data

The Client agrees to comply with all future requirements imposed upon the Company by Acxiom Limited Purity data ("Acxiom") as a result of industry regulations or rules, legislation and/or best practice guidelines made known to the Company by Acxiom.

Schedule 6 – DMA TPS/CTPS/MPS data

The Client shall take all such steps as shall from time to time be required by the Company to protect any confidential information in the data/Information and the intellectual property rights of Telephone Preference Service Limited in the data/Information.

Schedule 7 - Equifax Plc Locate data

The Client shall only use the information provided to assist in the tracing of debtors.

The Client should not take action based solely on the basis of an address provided through a Locate search but should first take other steps to verify the identity of the individual concerned.

The Client must ensure that their processes provide an audit trail that records the use of the Locate product. CNM and/or Equifax Plc may carry out random audits to verify that the Client's access to Locate complies with these rules.

Schedule 8 – Equifax Plc Positive Locate Data

The Client shall only use the information provided to assist in the location of an individual in order to provide that individual with information, benefits, assets or monies due, or hold some other communication deemed to be beneficial and non-prejudicial to that individual.

One of the conditions of Schedule 2 of the Data Protection Act 1998 must apply to the processing.

The Client must ensure that their processes provide an audit trail that records the use of the Positive Locate product. CNM and/or Equifax Plc may carry out random audits to verify that the Client's access to Positive Locate complies with these rules.

Schedule 9 – REaD Group GAS/GAS Reactive data

The Client shall only use the information provided for its own internal direct marketing purposes.

The Company makes no representation or warranty as to the accuracy of GAS/GAS Reactive or the data obtained therefrom.