

## TERMS OF SALE

### 1. Terms and conditions

The following terms and conditions apply to the Contract (see definition below) and each future request for the supply of Services, Data and/or Leads received by the Company from the Client (see definition below) from time to time unless otherwise agreed in writing.

The communication or a request by the Client to the Company for the supply of Services, Data and/or Leads shall amount to the Client's acceptance of these terms. These terms shall take precedence over any terms and conditions of the Client, whether attached to, enclosed with or referred to in any purchase order of the Client or elsewhere. They may not be varied except by written agreement between the Company and the Client.

### 2. Definitions

In these terms and conditions, the following words shall have the meanings given in this clause:

2.1 'Company' means Direct Data Squad LTD of 2 Park Place, 6 North Road, Poole, BH14 0LY

2.2 'Client' means the person, firm or company described as such in the Schedule hereto;

2.3 'Contract' or 'Order Confirmation' means the contract herein and the Schedules hereto and concluded by either the Client signing the Contract/Order Confirmation and returning it to the Company to deliver the Services/Data or Leads as required;

2.4 'Services/Data or Leads' means data from DDS proprietary databases and/or survey activity (Offline or Online) as more particularly described in the Order Confirmation;

2.5 'Rights' means all copyright and related rights, patents, rights in trademarks, database rights and any other intellectual property rights in or relating to the Services/Data or Leads;

2.6 'Output' means delivery of Services/Data or Leads as outlined in the Order Confirmation;

2.7 'End User' means the Client/Company that has accepted/taken delivery of the Services/Data or Leads.

The Company's obligations;

The Company will use its reasonable care and skill in the supply to the Client of the Services/Data and/or Leads and any other requirements identified in Schedule 1.

### 3. Compensation

In return for the Company's supply of the Services/Data and/or Leads the Client shall pay the Cost in accordance with the requirement for payment schedule appearing in Schedule 1. Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company on the due date, the Company will charge the Client interest at 4% per year above the base rate of Bank of Scotland from time to time accruing daily and compounded annually on every invoice overdue for payment calculated from the date of the invoice until the date of payment whether before or after judgement, and may suspend all of its obligations hereunder until payment has been made in full. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Failure to pay will not result in future batches being stopped unless timely notice has been given. These future batches will still be payable on 14 days. The Company reserves the right to take legal action to recover the payments for future batches as they fall due.

### 4. Services/Data and/or Leads and change

The Client warrants that the description of the Services/Data and/or Leads is accurate in all respects. As the Services/Data and/or Leads will be agreed on this basis, any changes to it after the conclusion of the Contract, whether resulting from alterations by the Client, delay in providing the Company (DDS) with information, instructions or authorisations, or any other circumstances beyond the Company's control, will be subject to extra charges for the Company's time and work and may involve delays in supply. The Client will pay these extra charges and any third-party charges or expenses incurred by the Company based on the original Order.

### 5. Licence and Data Supply

The Term of this Agreement shall commence on the Effective Date and shall continue until notice is given, either party has to give the other party no less than thirty (30) days prior written notice of termination, without cause, (ii) Contract/Order is completed and accepted (iii) one (1) year from the date of the Agreement or (iv) either party is or becomes incapacitated, bankrupt, insolvent, guilty of a felony or crime of similar gravity.

The Usage Terms for the Data shall be for one time only unless stated otherwise in the Order Confirmation.

The Licence Terms for use of Postal, Email or SMS Contact Channels permit the despatch by End User of one Mailing Piece/Creative to each Name supplied, unless otherwise agreed on the Order Confirmation.

The Licence Terms for use of Landline Telephone or Mobile Telephone Contact Channels permit a single contact to be made by End User through telephony to everyone whose contact details are provided.

The data protection terms for our services are covered under the GDPR Regulations;

GDPR Regulation Recital 47

"The processing of personal data for direct marketing purposes may be regarded as carried out for a legitimate interest"

The end user accepts they will use any data/leads purchased appropriately for direct marketing either by Telephone, Postal, SMS or Email unless otherwise agreed on the order confirmation on a single use basis unless otherwise agreed on the order confirmation.

All data provided by DDS or DDS Partners will have full consent to be contacted either by Telephone, Postal, SMS or Email under "Legitimate Interest".

On time to time our partner call centre will collect data/leads using brand name "Opinion UK" and collect direct opt ins for Opinion UK to pass their details to third parties (DDS Clients). On occasions we will get direct consent mentioning our clients brand name during the opt in process.

All Proof of consent is kept on file for as long as data is held for evidence of the original consent. All consumers are given a clear opt out route.

The End User Licence is terminated immediately once the Data has been used to the extent hereby licenced, the client accepts that the data is being licensed (rental) for 30 days max or one-time use. The Client accepts that Data may contain gone away, deceased's, dead and wrong numbers, Email bounce back and inaccuracies. The Client accepts that no guarantees are offered for response, contact or open rates, click-through's or deliverability through any Contact Channel in respect of DDS Data.

Signing of the Order Confirmation the Client agrees to be bound by the terms of this Agreement regardless of whether the output Data is used by the Client.

The client accepts and understand that this data is to be NEVER re-sold, we place seeds in our data to prevent this from happening, if proven to have been collecting & re-selling DIRECT DATA SQUAD LTD (Or Partners Data) data lists then you will be liable to pay compensation up to £50,000 and reported to the ICO.

## **6. Delivery**

The Client shall inspect and check the Data and/or Leads immediately on delivery and shall give the Company notice in writing by or email within 2 working days after the day of delivery as to any alleged defect together with details of the alleged defect. Failing such notice, the goods shall be deemed to be in accordance with the Order Confirmation/Contract. The Company will allow 'Returns' on a per weekly batch of Service/Data and/or Leads in accordance with the Order Confirmation.

## **7. Rejection or cancellation**

Once the Order Confirmation is concluded as provided in these terms and conditions, any subsequent cancellation by the Client will result in the Client being liable for the full Cost of the Data as if the cancellation had not taken place, excluding such committed third-party expenses as the Company is able to avoid liability for within its existing contractual commitments to suppliers. Any Leads/Data that the Client wishes to return must be returned within the allocated time of the return request.

## **8. Property**

Where Services/Data and/or Leads are supplied to the Client on computer disks or other electronic storage method, then the Company remains the owner of these storage media and reserves the right to require immediate return of them. The Company remains the owner of the Services/Data and/or Leads until they are paid.

## **9. Liability>Returns**

Nothing in these terms and conditions shall exclude or restrict the Company's liability for death or personal injury resulting from its negligence, liability for fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law. Subject to this:

9.1 the Company's total liability to the Client in contract law or in tort or otherwise how so ever arising in relation to this Contract is limited to the Company.

9.2 the Company will not be liable for any campaign performance or Key Performance Indicators (KPI) set out by the Client or Company (DDS) regardless of written/verbal communication prior to the Company's (DDS) signed order confirmation (relating to Telemarketing/Email or Mailing (DM) campaigns). This includes loss of profits, business, contracts, revenues, goodwill, client reputation and anticipated savings of any description;

9.3 the Company shall not be liable in any way in respect of any failure, delay or defect in the supply or use of the Services/Data and/or Leads caused by the supply or specification by the Client of unsuitable material or content or by the duplication of the Services/Data and/or Leads by a third-party; and

9.4 the Company will not be liable to the Client for economic loss including loss of profits, business, contracts, revenues, goodwill, production errors or delays and anticipated savings of any description howsoever caused and even if foreseeable by the Company. All warranties, conditions and other terms implied by statute, common law or

otherwise are hereby excluded from the Contract fully permitted by law.

9.5.1 Returns; the Company will only be obliged to supply replacement data for invalid records proven to equal or exceed 5% of the volume of the Data supplied.

9.5.2 Complaints or disputes concerning the Data supplied; the Company shall replace elements of Data only where the same is noting accordance with the Sales Order, subject to the following:

(in) The Client must return all disputed data for investigation to the Company via email at [info@Directdatasquad.com](mailto:info@Directdatasquad.com) within 7 days of the initial complaint or this will not be reviewed as returnable (complaints made after 30 days are subject to DDS discretion and will be judged on an individual case basis)

(ii) the Company has the right to provide replacement Data should a dispute be validated in accordance with its internal procedures and compliance criteria.

9.6 Refunds; The company will not be obliged to offer refunds on any of the following:

9.6.1 non-delivery of the product: due to some mailing issues of your e-mail provider or your own mail server you might not receive a delivery e-mail from us. In this case, we recommend contacting us for assistance. Claims for non-delivery must be submitted to our Billing department in writing within 7 days from the order placing date. Otherwise the product will be considered received and downloaded.

9.6.2 Clients return of investment for the data/leads purchased is not what they expected.

9.6.3 Ordering the incorrect selection or data/leads.

9.6.4 All lead generation campaigns whereas the set-up cost is a lot higher so refund is not an option where the order selection states "Consumer Lead's" "Web leads" "lead generation" "1<sup>st</sup> use leads" "landing page leads" "Fresh leads" "Tele-survey leads"

## 10. Company's status

The Company acts in this Contract/Order Confirmation as principal and not as an agent for the Client and will enter all related Contract/Order Confirmation as a principal.

### 11. Confidential information

Neither party shall divulge any confidential information which is supplied to it about the other party during this Contract or any pre-Contract discussions, other than information forming part of the public domain otherwise than through a breach of this clause or any other obligation of confidence.

## 12. Termination

party may by notice in writing to the other terminate this Contract/Order Confirmation forthwith upon the happening of one or more of the following events:

12.1 if the Client shall fail to make any payment due under their Contract within 14 days after the due date; or

12.2 to remedy any other breach within 30 days after being required to do so in writing;

12.3 if the Contract is terminated due to a failure to pay the Company will give notice that it wishes to terminate the order. All future 'Outputs' that fall due between the termination notice being given and the termination date will be sent as agreed and payment will be expected on 14 days. The Company reserves the right to seek legal action to 12.3 if the Contract is terminated due to a failure to pay the Company will give notice that it wishes to terminate the order. All future 'Outputs' that fall due between the termination notice being given and the termination date will be sent as agreed and payment will be expected on 14 days. The Company reserves the right to seek legal action to recover these payments if not paid within the set payment terms.

### 13. Matters beyond the Company's reasonable control

The Company is not liable for any breach of this Contract caused by matters beyond its reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (if involving the Company's employees, whether of exceptional severity, unavoidable hardware or software failures, or acts of local or central Government or other authorities.

## 14. Agreement

This is the entire agreement between the parties on the subject matter contained herein and supersedes all representations, communications and prior agreements between the parties in that regard. Each party acknowledges that it has accepted this Contract/Order Confirmation in reliance only on the representations, warranties, promises and terms contained or expressly referred to in these terms and conditions and, save as expressly set out in these terms and conditions, neither party shall have any liability in respect of any other representation, warranty or promise unless it was made fraudulently

## 15. Severance

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

## 16. Waiver

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.

## 17. Service of notices

Any written notice required by this Contract should be sent to the address of the intended recipient shown overleaf or via email to the relevant account manager/contact.

**18. Governing law and jurisdiction**

This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law and each of the parties irrevocable submits to the non-exclusive jurisdiction of the courts of England and Wales. The foregoing terms and conditions are agreed to and accepted in relation to the attached Contract/Order Confirmation