

TERMS AND CONDITIONS

In these conditions, please note:

- "The List Broker"** means GRS Associates Limited
- "The List Owner"** means the supplier(s) from whom GRS Associates Limited obtains the marketing database(s)
- "The List User"** means any party to whom GRS Associates Limited agrees to supply the marketing database(s)
- "The Database"** means all information and materials forming the subject of any agreement between The List Broker and The List User

The provision of The Database to any List User by The List Broker shall comply with the following conditions. Any order for data by a List User shall create a contract only when accepted in writing by The List Broker.

- 1) Any data supplied by The List Broker to The List User shall be used only for the specific purpose(s) or permitted use of addressing and despatching mailings and/or broadcasts whether by post, fax and/or email as well as related telephone marketing. Any prospects from The Database who do not purchase, register and/or respond clearly and positively* (**not including email 'opens'*) to such activity carried out by The List User by the expiry date of the licenced usage period must either be deleted permanently or re-licenced. The List User will be invoiced for any and all usage beyond the authorised licence period originally agreed with The List Broker.
- 2) The List User shall not disclose or communicate (in part or in whole) any part of The Database to any other person outside of its offices, other than those whose position makes it necessary to receive such disclosures for the purposes of the permitted use of The Database. The List User acknowledges that The Database has been "seeded" and will be monitored to prevent any unauthorised use. Any usage by unauthorised parties as a result of disclosure or re-sale by The List User will result in legal action being taken against The List User to recover costs in line with the costs and fees levied by The List Owner.
- 3) The List Broker warrants that use of The Database must comply with all relevant Data Protection Acts, all relevant Acts of Parliament (including GDPR and all legislation related to it) and all other published codes of practice and regulations applicable to The List User.
- 4) The List User acknowledges that The List Broker has used all reasonable endeavours to ensure the accuracy of the information contained in The Database(s) supplied by The List Owner. The List Broker shall not be liable for any error therein or for any loss, damage or expense incurred by The List User unless otherwise agreed by The List Broker at the point of order.
- 5) All monies due under this contract are due in advance of the supply of The Database. The List Broker reserves the right to withhold The Database in the event of non-payment by The List User. Any deposit(s) are non-returnable unless deemed so by The List Broker. Where credit terms have been extended to the The List User, all monies due under those terms must be paid by The List User within the period of credit stated on the invoice.
- 6) The List User shall not duplicate, reproduce, re-sell, hire or lend The Database (in full or in part) to any third party without the prior written consent of The List Broker.

SIGNED **NAME (printed).....**

On behalf of **DATE**

(Please sign and return your scan to grsassociates@btconnect.com or fax to 01449 736537)