

TERMS AND CONDITIONS

In these conditions, please note:

- "The List Owner" means GRS Associates Limited
- "The List User" means any party to whom GRS Associates Limited agrees to supply mailing list(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 Owner shall comply with the following conditions. Any order for data by any List User shall create a contract only when accepted in writing by The List Owner.

- 1) Any data supplied by The List Owner 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 Owner.
- 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 at a rate of £500 for every 1000 records originally provided by The List Owner.
- 3) The List Owner 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 Owner has used all reasonable endeavours to ensure the accuracy of the information contained in The Database(s) supplied. The List Owner shall not be held responsible for any and all loss, damage or expense which The List User may incur as a direct (or indirect) result of use of The Database thereby unless otherwise agreed by The List Owner prior to accepting an order.
- 5) All monies due under this contract are due in advance of the supply of The Database unless otherwise stated. The List Owner 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 Owner. 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 Owner.

I have read and understand the Users Guide to the E-file *(please mark with a tick)*

SIGNED NAME (printed).....

On behalf of DATE

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