

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE:

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE. THE TERMS WILL BIND YOU AND YOU AGREE THAT YOU WILL PROCURE THAT YOUR EMPLOYEES WILL ABIDE BY THE TERMS OF THIS LICENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE TO YOU AND WE WILL NOT PROVIDE THE SERVICES TO YOU. IN SUCH SITUATION YOU MUST DISCONTINUE INSTALLATION OF THE SOFTWARE NOW BY CLICKING ON THE BUTTON WHICH SAYS "I DO NOT ACCEPT THE AGREEMENT".

1. Definitions and interpretation

1.1 In this Licence:

"Account"	means a 'Pay As You Go Account' or 'Monthly Fee Contract Account' with Webpost, both as defined in clause 7;
"Application Form"	means Webpost's application form (in hard copy or on line) completed and signed by the Customer;
"Business Day"	means any day other than a Saturday, Sunday or public holiday in the United Kingdom;
"Charges"	means Webpost's charges for the provision of the Service;
"Commencement Date"	means for an Account Customer, the date on which an Account is opened by Webpost for that Customer and for a non-Account Customer, the date on which that non-Account Customer has clicked the accept button as referred to above;
"Confidential Information"	means Webpost's confidential and/or trade secret information from time to time (including oral information and information whether or not recorded in documentary form, on computer disc or tape or in any other medium and whether or not marked as such) including information which the Customer is told is confidential or which is marked as confidential (or similar) or which by its nature is confidential; information relating to the Service and Charges; information relating to this Licence; all files documents correspondence and other papers relating to the Service, the Charges and this Licence. Confidential Information shall also include the confidential or trade secret information of any third party received by Webpost and/or any Group Company under an obligation of confidentiality;
"Customer"	means the person entering into this Licence with Webpost;

“Customer Information”	<p>means all personal and financial information about the Customer which:-</p> <p>(a) Webpost obtains from the Customer (including in the Application Form), from the Customer’s use of the Services or from third parties such as credit reference agencies, fraud prevention agencies or other organisations; and/or</p> <p>(b) relates to or is ascertained from this Licence, the way the Customer uses the Services and the transactions and payments made including information as to late payments;</p>
“Intellectual Property”	<p>means patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in the United Kingdom and/or any other part of the world in respect of (a) the name and logo “Webpost” (b) the Software and/or (c) the Service;</p>
“Licence”	<p>means as these terms and conditions;</p>
“Mail”	<p>means all correspondence which is electronically conveyed to Webpost from the Customer for the purposes of the Service;</p>
“Minimum Term”	<p>means the minimum duration of this Licence (if any) agreed between Webpost and the Customer as specified on the Application Form;</p>
“Royal Mail”	<p>means the Royal Mail Group Ltd incorporated and registered in England and Wales with company number 04138203;</p>
“Service”	<p>means Webpost’s delivery of Mail to recipients of such Mail on the Customer’s behalf in accordance with this Licence;</p>
“Software”	<p>means the software made available by Webpost to the Customer in relation to the Service including computer software, the data supplied with it, the associated media, printed materials, any electronic documentation, the driver, the web portal and the API and any other such software as may be provided by Webpost from time to time;</p>

“Support Services”	means the services set out in clause 4.1;
“Webpost ”	means Webpost Limited incorporated and registered in England and Wales with company number 08198782;
“Website”	means the website giving the Customer access to the Software and the Service, the URL of which is www.webpost.co.uk , but which Webpost may change from time to time;
“Working Hours”	means 9 am to 5 pm UK time Monday to Friday excluding bank and public holidays in the United Kingdom.

1.2 In this Licence (except where the context otherwise requires):

- 1.2.1 clause headings are for convenience and shall not affect interpretation;
- 1.2.2 use of the singular includes the plural and vice versa; use of any gender includes the other genders;
- 1.2.3 any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- 1.2.4 any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 1.2.5 any phrase introduced by the terms “including”, “include”, “in particular”, “for example” or the letters “e.g.” or any similar expression shall be construed as illustrative and shall not limit the sense of the words that precede it.

2. **The Licence and Commencement of the Licence**

- 2.1 This Licence and the Application Form constitute the contract between Webpost and the Customer relating to (a) the grant of the licence of the Software and (b) the provision of the Service.
- 2.2 The Licence starts on the Commencement Date and continues until terminated in accordance with this Licence.
- 2.3 To access the Software and use the Service, the Customer must complete either a hard copy of the Application Form or an electronic version of the Application Form which can be obtained from the Website. The Customer must also provide Webpost with all information required by Webpost. If Webpost accepts the Customer’s application, Webpost will (a) make the Software available to the Customer and (b) if Webpost has agreed to open an Account for the Customer, Webpost will open an Account for the Customer.
- 2.4 The following details are given in relation to Webpost Limited: it is a limited liability company registered in England and Wales under company number 08198782; registered office and trading address: Sucklings Yard, Church Street, Ware, Hertfordshire SG12 9EN; VAT number GB 154 2339 23; customer support number 01322 394 680; email address: enquiries@webpost.co.uk. In relation to the Services and the Software, Webpost’s standard terms apply, i.e. this Licence. This

Licence is subject to English Law and the English courts have jurisdiction. See clause 7 in relation to prices; and clauses 3 and 4 in relation to warranties.

- 2.5 If the Customer is acting in the course of a trade, business or profession the provisions of regulations 9 (1), 9 (2) and 11 of The Electronic Commerce (EC Directive) Regulations 2002 shall not apply to this Licence.

3 Service

- 3.1 Webpost will use reasonable endeavours to provide the Service and will use reasonable care and skill in the provision of the Service.
- 3.2 Webpost does not warrant that the Customer's use of the Service and/or the Software will be uninterrupted or free from faults. The Customer acknowledges that Webpost is required to use Royal Mail in order to provide the Service. Webpost will use reasonable endeavours to provide the Service, but Webpost cannot provide any assurance in relation to actual delivery and/or delivery dates of Mail. Subject to Webpost's obligations in clause 3.1, Webpost shall not therefore be liable to the Customer (or any other person) for failure to deliver Mail at all or on a specific date. Time is not of the essence as to the date of delivery of Mail.
- 3.3 Webpost reserves the right to reject any Mail which does not comply with this Licence or which is prohibited by law, rule or regulation of any country in which the Mail will travel.
- 3.4 In the event that Webpost is unable to deliver any Mail due to the Customer providing Webpost with an incorrect and/or no recipient address, the Customer will be notified ("the Return Mail Notice") that Webpost was unable to deliver the relevant Mail ("Return Mail"). The Return Mail will be sent to the Customer provided that the Customer pays such fee to Webpost as Webpost may specify and provides Webpost with an address to which the Return Mail can be sent.
- 3.5 The Return Mail will be destroyed:
- 3.5.1 if the Customer instructs Webpost to do so; or
- 3.5.2 if Webpost is unable to deliver Return Mail to the Customer because the Customer has not responded to the Return Mail Notice within 90 days of the date of the Return Mail Notice or if the address given in the Return Mail Notice is incorrect.
- 3.6 The Customer may from time to time provide to Webpost (a) details of persons to whom Mail is to be delivered and (b) documents and other information to be delivered as part of the Mail ((a) and (b) being "Customer Information"). Webpost confirms that it will promptly destroy all Customer Information after performance by Webpost of the Service in relation to that Customer Information.

4 Support services

- 4.1 Webpost will provide the following Support Services:
- 4.1.1 a telephone helpdesk and on-line facility providing advice and assistance on issues relating to the use and operation of the Software and/or the use of the Service;
- 4.1.2 use of reasonable endeavours to correct any fault in the Software as a consequence of which it fails to perform substantially in accordance with its then current specification;
- 4.1.3 provision of workarounds, patches, error corrections or other maintenance releases in the absolute discretion of Webpost.

- 4.2 Correction of faults in the Software resulting from malfunction (due to an act or omission of the Customer), failure of the Customer's equipment, failure of telecommunications or internet services, misuse, incorrect environmental conditions (including incorrect temperature and humidity levels), mains electrical surges or failure, lightning damage, electromagnetic interference, loss of software caused by the Customer, or any accidental, negligent or wilful damage committed by the Customer shall be not be included within the Support Services.
- 4.3 Support Services are available during Working Hours.
- 4.4 Webpost may provide services outside Working Hours, subject to the Customer paying to Webpost such fee as Webpost may from time to time specify.
- 4.5 Support Services are provided by telephone, fax and email only.
- 4.6 Webpost does not give any guarantee or warranty nor is it a term of the Licence that Webpost will be able to fix any fault in the Software. Without prejudice to the generality of the foregoing, Webpost is not responsible for any faults in the Software if directly or indirectly caused by any of the matters referred to in clause 4.2 and/or:
- 4.6.1 a breach of the Licence by the Customer;
 - 4.6.2 the Customer's failure to provide any assistance reasonably requested by Webpost;
 - 4.6.3 the Customer's negligent acts or omissions;
 - 4.6.4 the Customer's failure to follow relevant operating instructions.
- 4.7 The Customer must notify faults in the Software to Webpost by telephone or email as soon as possible.
- 4.8 If Webpost complies with clause 4.1, Webpost shall have no further liability for any faults in the Software.

5. Grant and Scope of Software Licence

- 5.1 In consideration of the Customer agreeing to abide by this Licence, Webpost hereby grants to the Customer a non-exclusive, non-transferable licence to use the Software in the UK on the terms of this Licence.
- 5.2 The Customer may:
- 5.2.1 install and use the Software for the Customer's business purposes only or (in the case of a Customer who is not acting in the course of a trade, business or profession, for the purpose only of using the Service and Software as permitted by this Licence);
 - 5.2.2 make copies of the Software for back-up purposes only, provided that this is necessary for the activities permitted in clause 5.2.1;
 - 5.2.3 subject to clause 5.5 receive and use any free supplementary software or update of the Software incorporating "patches" and corrections of errors as may be provided by Webpost from time to time.
- 5.3 Webpost does not warrant that the Customer's use of the Software will be uninterrupted or free from error or that the Software will be free of harmful code such as viruses, Trojan horses, worms or other malicious code. The Customer must use and install its own virus protection software.

- 5.4 The Customer is responsible for ensuring that the Software is compatible with the Customer's existing software programs and Webpost shall not be liable to the Customer where the Customer's use of the Software is incompatible with such existing software or where such use causes corruption, interruption or other errors in respect of the Customer's existing software or systems.
- 5.5 Webpost is not obliged to make available any upgrades, new versions or other revisions or amendments ("Upgrades") to the Software. Any Upgrades provided to the Customer will form part of the Software, be subject to the terms of this Licence and may be charged for at such price as Webpost may specify.

6 The Customer

- 6.1 Except as expressly set out in this Licence, the Customer undertakes:
- 6.1.1 not to copy the Software except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
 - 6.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
 - 6.1.3 not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 6.1.4 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by the Customer during such activities:
 - 6.1.4.1 is used only for the purpose of achieving inter-operability of the Software with another software program;
 - 6.1.4.2 is not disclosed or communicated without Webpost's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve such inter-operability; and
 - 6.1.4.3 is not used to create any software which is substantially similar to the Software;
 - 6.1.5 to supervise and control use of the Software and ensure that the Software is used by the Customer's employees and representatives in accordance with the terms of this Licence;
 - 6.1.6 to replace the current version of the Software with any updated or upgraded version or new release provided by Webpost under the terms of this Licence immediately on receipt of such version or release;
 - 6.1.7 to include the copyright notice of Webpost on all entire and partial copies of the Software in any form;
 - 6.1.8 not to provide, or otherwise make available, the Software in any form, in whole or in part (including program listings, object and source program listings, object code and source code) to any person other than the Customer's employees without prior written consent from Webpost;

- 6.1.9 not to forward any Mail that contains anything defamatory or is otherwise prohibited by law, rule or regulation;
 - 6.1.10 that the Customer has and will continue to have access to the internet and to a current functional e-mail address;
 - 6.1.11 not to use the Service for any unlawful or fraudulent activity;
 - 6.1.12 not to reveal the Customer's password to anyone or use anyone else's password or impersonate any other person or use a name that the Customer is not authorised to use;
 - 6.1.13 to provide true, accurate and complete information on the Application Form and keep such information up to date;
 - 6.1.14 to notify Webpost immediately of any changes to the information mentioned in clause 6.1.13;
 - 6.1.15 during the term of this Licence except as provided in clause 6.2 not to (a) use any Confidential Information save for the proper performance of the Customer's obligations under this Licence; and (b) disclose any Confidential Information to any person save as may be strictly necessary for the performance of the Customer's obligations under this Licence; and
 - 6.1.16 not at any time after the termination of this Licence except as provided in clause 6.2 to use or disclose any Confidential Information for any purpose.
- 6.2 Nothing in this Licence will prevent the disclosure or use of Confidential Information:
- 6.2.1 pursuant to an order of a court of competent jurisdiction or as may be required by law or by the rules of any governmental or other regulatory body, provided that the Customer shall, if practicable, supply a copy of the required disclosure to Webpost before it is disclosed and incorporate any amendments or additions reasonably required by Webpost;
 - 6.2.2 to the Customer's professional advisers where such disclosure is for a purpose related to the Customer's discharge of its obligations under the Licence;
 - 6.2.3 with the written consent of Webpost;
 - 6.2.4 if the Confidential Information comes within the public domain (otherwise than as a result of the breach of this clause 6).
- 6.3 The Customer shall permit Webpost and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises of the Customer, and to the computer equipment located there, at which the Software is being kept or used, and any records kept pursuant to this Licence, for the purpose of ensuring that the Customer is complying with this Licence.
- 6.4 The Customer agrees to indemnify and hold Webpost, the Group Companies, their respective officers, directors, agents and employees, harmless from any claim or demand, and all costs damages liabilities and expenses including reasonable legal fees arising directly or indirectly out of any breach of this Licence by the Customer and/or made by any third party due to or arising out of the Customer's breach of this Licence.

7 Charges and Payment

- 7.1 All amounts payable to Webpost must be paid without set-off, withholding or deduction plus applicable taxes such as VAT. All prices are stated exclusive of VAT, unless expressly stated otherwise. Time is of the essence for all payments. The Customer cannot withhold payments because matters are in dispute.
- 7.2 The Charges for the Service are those specified from time to time by Webpost on the Website. Charges current at the Commencement Date are those set out on the Website at the Commencement Date. For Customers who do not have an Account, changes to Charges shall be effective immediately when posted on the Website. For Account Customers, Webpost shall be entitled to vary the Charges by at least 30 days notice and any such notice may be given via the Website. Without prejudice to the generality of the foregoing Webpost shall be entitled to increase Charges (a) immediately for non-Account Customers and by not less than 30 days notice for Account Customers (which may be given via the Website) to take account of increases in inflation, overheads, labour costs, taxes, duties and other costs of supply and/or (b) to take account of any price increase made by Royal Mail, in which case Webpost shall be entitled to increase prices at the same time as any price increase by Royal Mail takes effect.

Payment Terms - Non-Account Customers

- 7.2 Customers who do not have an Account with Webpost must pay for all Services in advance before any Service will be provided.

Payment Terms - Account Customers

- 7.3 If a Customer is to have an Account, Webpost will specify whether that Account is to be a "Pay As You Go Account" or a "Monthly Fee Contract Account".
- 7.4 The Pay As You Go Account operates as follows:
- 7.4.1 when opening a Pay As You Go Account, Webpost and the Customer shall agree a credit balance ("the Credit Balance") for that Pay As You Go Account;
 - 7.4.2 no Service will be provided unless paid for in full in advance and/or the Credit Balance in the Pay As You Go Account is sufficient to pay in full for the relevant Service to be provided;
 - 7.4.3 payments by the Customer in respect of its Pay As You Go Account may be made by credit card, debit card, Paypal, BACS transfer and/or direct debit;
 - 7.4.4 if the Customer pays amounts into its Pay As You Go Account by direct debit and the amount in its Pay As You Go Account is (unless otherwise stated in the Application Form) 65% of the Credit Balance or less than 65% of the Credit Balance, then the Customer is required to immediately pay an amount into its Pay As You Go Account. The amount the Customer has to pay is an amount equal to the Credit Balance. If the Customer fails to pay that amount, (having been notified by Webpost that the Customer is required to do so) then Webpost shall be entitled to use the direct debit authorisation executed by the Customer in order to make a payment into the Pay As You Go Account equal to the amount of the Credit Balance. By way of example only, if the amount of the Credit Balance is £100 and the amount in the Customer's Pay As You Go Account falls to £65, then the amount that the Customer must pay into its' Pay As You Go Account is £100, failing which Webpost can use the direct debit to make that payment.
- 7.5 The Monthly Fee Contract Account operates as follows:

- 7.5.1 when opening a Monthly Fee Contract Account, Webpost and the Customer will agree a minimum monthly fee (“the Monthly Fee”) payable by the Customer. **The Monthly Fee must be paid by direct debit and shall be paid by the Customer to Webpost via direct debit for each month (or part) of this Licence, regardless of usage of the Service. Without prejudice to the generality of the foregoing, no part of the Monthly Fee may be carried forward from month to month (for example and by way of illustration only if the Monthly Fee is £50 and the Service used in a month amounts to £30, the balance of £20 (for the unused Service, ie for unused postage, cannot be carried forward to a future month).** On opening the Monthly Fee Contract Account, the Customer will pay an amount into the Monthly Fee Contract Account equal to the amount of the Monthly Fee;
- 7.5.2 if the Customer’s use of the Service in any month exceeds the Monthly Fee, then the Customer shall be liable to pay for that excess Service. Such usage of the Service and excess amount payable shall be calculated at Webpost’s then current Charges or at such other rate as Webpost may have expressly agreed in writing with the Customer in the Application Form, for example depending on volume of usage by the Customer. Webpost shall notify the Customer of the amount so payable in respect of any month and shall be entitled to take payment of the same via the direct debit signed by the Customer.
- 7.6 Webpost shall be entitled to withdraw and retain from Accounts (whether Pay As You Go Account or Monthly Fee Contract Account) (a) all amounts from time to time payable by the Customer for the Service, (b) in the case of a Monthly Fee Contract Account the amount of the Monthly Fee and (c) all other amounts payable by the Customer under this Licence.

8 Intellectual property rights

- 8.1 The Customer acknowledges that the Intellectual Property belongs to Webpost, that rights in the Software are licensed (not sold) to the Customer, and that the Customer has no rights in, or to, the Software other than the right to use the Software in accordance with this Licence.
- 8.2 The Customer acknowledges that the Customer has no right to have access to the Software in source code form or in unlocked coding or with comments.
- 8.3 The integrity of the Software is protected by technical protection measures (**TPM**) so that the Intellectual Property in the Software is not misappropriated. The Customer must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in the Customer’s possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

9 Warranty

- 9.1 Webpost warrants that it has the right, power and authority to license the Software to the Customer upon the terms and conditions of this Licence.

10 Webpost’s liability

- 10.1 The Customer acknowledges that in providing the Service Webpost relies on third parties including Royal Mail. Webpost shall not be liable for any failure or delay in providing the Services to the extent that the same arises as a direct or indirect result of any act, omission, failure or delay by any third party on whom Webpost relies in providing the Service including Royal Mail.

- 10.2 Nothing in this Licence shall exclude or in any way limit Webpost's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.
- 10.3 Subject to this clause 10 Webpost shall not be liable under or in connection with this Licence or any collateral contract for:
- 10.3.1 loss of income;
 - 10.3.2 loss of business profits or contracts;
 - 10.3.3 business interruption;
 - 10.3.4 loss of the use of money or anticipated savings;
 - 10.3.5 loss of information;
 - 10.3.6 loss of opportunity, goodwill or reputation;
 - 10.3.7 loss of, cost of restoration of, damage to or corruption of data; or
 - 10.3.8 any indirect (including indirect consequential, financial or economic) loss or damage cost or expenses of any kind howsoever arising and whether caused by tort (including negligence or breach of statutory duty), breach of contract or otherwise.
- 10.4 Subject to the rest of this clause 10, Webpost's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited for any one incident or series of related incidents to a sum equal to the lower of £100.00 or 100% of the Charges which relate to the specific Mail or relevant part of Mail or other Service which forms the basis of the Customer's claim against Webpost.
- 10.5 Subject to the rest of this clause 10 Webpost's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.
- 10.6 This Licence sets out the full extent of Webpost's obligations and liabilities in respect of the supply of the Software and Service. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Webpost except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and/or the Service which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- 10.7 Webpost shall not be liable to the Customer for any loss or damage (whether in contract, tort, including negligence, breach of statutory duty) or otherwise:
- 10.7.1 which occurs as a direct or indirect result of any failure by the Customer to comply with this Licence;
 - 10.7.2 for any Mail for which Webpost has not acknowledged acceptance; and
 - 10.7.3 unless the Customer notifies Webpost of a claim in writing within 28 days of the relevant date of acceptance by Webpost.

11 Termination

- 11.1 The Licence may be terminated:
- 11.1.1 in the case of a non-Account Customer and Pay As You Go Account Customer by either party giving at least 30 days written notice of termination to the other;
 - 11.1.2 in the case of a Monthly Fee Contract Account Customer by either party giving at least 30 days written notice of termination to the other to expire at the end of the Minimum Term or on any subsequent anniversary of the end of the Minimum Term or (if no Minimum Term has been agreed) to expire on any anniversary of the Commencement Date;
 - 11.1.3 notwithstanding the foregoing, the Licence may also be terminated by a Customer who is acting for purposes other than those of his trade, business or profession by the Customer giving a written notice of termination to Webpost within 7 days of the Commencement Date.
- 11.2 Webpost may terminate the Licence immediately by written notice to the Customer if:
- 11.2.1 the Customer commits a breach of this Licence which the Customer fails to remedy (if remediable) within 14 days after the service on the Customer of a written notice requiring the Customer to do so; or
 - 11.2.2 the Customer becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding-up, has a trustee in bankruptcy, administrative receiver, receiver, administrator, manager, trustee, liquidator or similar officer appointed over the whole or any part of its business or assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debts, or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).
- 11.3 Upon termination for any reason:
- 11.3.1 all rights granted to the Customer under this Licence shall cease and the Customer shall no longer be entitled to use the Service;
 - 11.3.2 the Customer must cease all activities authorised by this Licence, including the use of any and all passwords applicable to the Software and/or the Service;
 - 11.3.3 the Customer shall pay to Webpost all sums owing to Webpost regardless of whether the Customer has been issued with an invoice for that sum or whether such sum is due to be paid at the time of termination of the Licence; and
 - 11.3.4 the Customer shall immediately delete or remove the Software from all computer equipment in the Customer's possession or control and immediately destroy or return to Webpost (at Webpost's option) all copies of the Software then in the Customer's possession or control and, in the case of destruction, certify to Webpost that the Customer has done so.
- 11.4 Following termination Webpost shall be entitled to retain any amounts paid by the Customer in advance for the Service. In particular in the case of a Monthly Fee Contract Account, no refund shall be given of all or any part of the Monthly Fee that has been paid. Notwithstanding the foregoing, in the case of a Pay As You Go Account Customer or non-Account Customer, if that Customer gives written notice to Webpost terminating this Licence within 7 days of the Commencement Date, then Webpost shall refund to that Customer all payments made in

advance by the Customer to Webpost (to the extent not required to pay any amounts the Customer owes Webpost).

- 11.5 Notwithstanding termination the Customer must pay for all Services provided to and including the date of termination and disconnection of the Services.

12 Transfer of rights and obligations

- 12.1 This Licence is binding on the Customer and Webpost and on Webpost's and the Customer's successors and assigns.
- 12.2 The Customer may not (in whole or in part) transfer, assign, charge or otherwise dispose of this Licence, or any of the Customer's rights or obligations arising under it, without Webpost's prior written consent.
- 12.3 Webpost may (in whole or in part) transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time.

13. Notices

- 13.1 All notices given by the Customer to Webpost must be given in writing to Webpost at Sucklings Yard, Church Street, Ware, Hertfordshire SG12 9EN or any other address notified by Webpost. Webpost may give notice to the Customer at either the e-mail or postal address the Customer provided to Webpost when entering into this Licence or any other business or registered office address of the Customer or via the Website. Notice will be deemed received and properly served 24 hours after an e-mail is sent or the change is posted on the Website, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

14 Events outside Webpost's control

- 14.1 Webpost will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Licence that is caused by an event outside its reasonable control (**Force Majeure Event**).
- 14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Webpost's reasonable control and includes in particular the following:
- 14.2.1 strikes, lock-outs or other industrial action;
 - 14.2.2 act of god, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, malicious damage or blockade;
 - 14.2.3 fire, explosion, tempest or storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 14.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 14.2.5 impossibility of the use of delays in and/or interruptions to public or private telecommunications networks;

- 14.2.6 accident, breakdown of plant or machinery or default of suppliers (including fuel) or sub contractors;
 - 14.2.6 the acts, decrees, legislation, regulations or restrictions of any government;
 - 14.2.7 act or omission of any third party on whom Webpost relies in whole or in part to provide the Service including Royal Mail and internet service providers.
- 14.3 Webpost's performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and it will have an extension of time for performance for the duration of that period. Webpost will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under this Licence may be performed despite the Force Majeure Event.
- 15 **Data Protection**
- 15.1 Webpost is the data controller in relation to the Customer Information.
- 15.2 The Customer agrees that Webpost can:
- 15.2.1 rely on Customer Information in assessing the Application Form and in all its dealings with the Customer; and
 - 15.2.2 store and process the Customer Information on its computers, databases and any other way.
- 15.3 The Customer agrees that Webpost can use, analyse, assess and deal with the Customer Information as follows:
- 15.3.1 to consider the Customer's request for the Services and the use of the Software;
 - 15.3.2 for financial risk assessment, credit checks, money laundering checks, compliance, regulatory reporting and fraud prevention. This includes performing credit and identity checks, obtaining bankers' references, making enquiries of credit reference and fraud prevention agencies, undertaking searches of the Electoral Register and making any other enquiries reasonably thought fit. The Customer understands that credit reference agencies and fraud prevention agencies may maintain a record of any enquiry and the information given to them and may share search details and the Customer Information with Webpost and other organisations for credit, fraud, crime prevention and money laundering purposes (or similar) or to recover or trace debts;
 - 15.3.3 to comply with applicable law;
 - 15.3.4 to operate and administer the Services supplied and recover amounts payable;
 - 15.3.5 for assessment and analysis (including statistical, product and marketing analysis) including to identify Services which may interest the Customer;
 - 15.3.6 to help Webpost understand and develop its businesses and Services.
- 15.4 The Customer agrees that Webpost can disclose the Customer Information as follows:
- 15.4.1 to Webpost's service providers (including the Royal Mail and any data processors Webpost or they may engage), agents or sub-contractors (including in connection with legal proceedings), on the understanding that they will keep the information confidential;

- 15.4.2 to any person with whom Webpost may deal in the course of providing the Services including Royal Mail;
 - 15.4.3 to any regulator of Webpost's business;
 - 15.4.4 in response to enquiries made by credit reference or fraud prevention agencies or any other person Webpost reasonably believes to be seeking a reference or credit reference in good faith;
 - 15.4.5 to anyone to whom Webpost transfers (or proposes to transfer) all or any of its rights and/or obligations in relation to Customer Information under the Licence;
 - 15.4.6 to any person to whom Webpost has a duty to disclose or to the extent that the law requires or permits Webpost to disclose (including any governmental, regulatory or other relevant authority).
- 15.5 The Customer has rights under the Data Protection Act 1998, for example to be informed of the type of personal data held and its uses.
- 15.6 As Webpost's business develops, the way in which Webpost looks at, records and uses Customer Information may change. Generally this will be because of changes in technology and in line with the Customer's expectations. If however Webpost believes that the change is not obvious to the Customer, Webpost will give the Customer notice. If the Customer is notified of a change and continues to make use of the Services for at least 60 days after the Customer is notified, then the Customer will be deemed to have consented to that change (unless the Customer writes to Webpost and tells Webpost that the Customer does not consent).
- 15.7 In order to provide Services to the Customer, it may be necessary for the Customer Information to be transferred to someone who provides a service to Webpost in other countries (including countries outside the EEA). The Customer consents to that. If Webpost does so Webpost will ensure that the person to whom Webpost passes the Customer Information agrees to treat it with the same level of protection as if Webpost was dealing with it.
- 15.8 The Customer agrees that Webpost may record all conversations with the Customer and monitor (and maintain a record of) all e-mails sent by or to the Customer. All those records are Webpost's property and can be used by Webpost in the case of a dispute.
- 15.9 Webpost will add the Customer Information to its databases/store information manually for the purposes of informing the Customer (whether by letter, telephone (including text messages), electronically by computer or otherwise) about its Services which may be of interest to the Customer. If the Customer does not wish to receive this information, the Customer must contact Webpost.

16 Waiver and Variation

- 16.1 If Webpost fails to insist on strict performance of any of the Customer's obligations under this Licence, or if Webpost fails to exercise any of its rights or remedies, that shall not constitute a waiver of such rights or remedies and shall not relieve the Customer from compliance with such obligations.
- 16.2 A waiver by Webpost of any default shall not constitute a waiver of any subsequent default.
- 16.3 No waiver by Webpost of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the Customer in writing.

16.4 Subject as provided otherwise in this Licence (including clause 7.1), Webpost may replace or vary any of the terms of this Licence by not less than 60 days notice to the Customer. If the Customer does not accept that change it must notify Webpost in writing that it does not accept the change; if the Customer does so then the change will not apply, however Webpost shall be entitled to terminate the Licence by not less than 7 days written notice to the Customer. The foregoing does not apply to a price change in accordance with clause 7.1. Subject to this clause 16.4 (and save as provided elsewhere in this Licence, including clause 7.1), no variation of this Licence shall be valid unless it is in writing and signed by an authorised representative of Webpost and the Customer.

17 Severability

17.1 If any provision or part of a provision of this Licence is found by any court to be illegal, invalid or unenforceable, that provision or part shall, to the extent that the same is illegal invalid or unenforceable, be deemed not to form part of this Licence, without affecting the remaining provisions of this Licence or the remaining provisions of the affected part, as the case may be. Webpost may replace any term that is not legally effective with a similar term that is.

18 Entire agreement

18.1 If the Customer has signed a direct debit form in favour of Webpost, the Customer confirms that such direct debit may be used in relation to all amounts the Customer from time to time owes Webpost, whether under this Licence or otherwise.

18.2 This Licence and any document expressly referred to in it (including the Application Form) represents the entire agreement between Webpost and the Customer in relation to this Licence and the provision of the Service and supersedes and replaces any prior agreement, understanding or arrangement between Webpost and the Customer, whether oral or in writing.

18.3 Webpost and the Customer acknowledge that, in entering into this Licence, neither Webpost or the Customer have relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between Webpost and the Customer before entering into this Licence except as expressly stated in this Licence and/or the Application Form.

18.4 Neither of the parties to this Licence shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date the parties entered into this Licence (unless such untrue statement was made fraudulently or is expressly stated in this Licence) and the other party's only remedy shall be for breach of contract as provided in this Licence.

18.5 A person who is not a party to this Licence has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18.6 Webpost can set off any amount Webpost may owe the Customer against any amount the Customer owes Webpost.

18.7 Webpost reserves the right for it and Royal Mail to open and inspect any Mail to verify compliance the requirements of relevant law and regulation and this Licence.

19 Law and jurisdiction

19.1 This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

The Direct Debit Guarantee

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by the Customer's own Bank or Building Society.
- If the amounts to be paid or the payment dates change Webpost will notify the Customer 10 Business Days in advance of the Customer's account being debited or as otherwise agreed.
- If an error is made by Webpost or Customer's Bank or Building Society, the Customer is guaranteed a full and immediate refund from the Customer's branch of the amount paid.
- The Customer can cancel a Direct Debit at any time by writing to the Customer's Bank or Building Society. A copy of the letter must be sent to Webpost.

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