# Webpost Terms and Conditions

Effective 1 September 2026

## 1. Definition and interpretation

1.1. In this licence:

| Definition | Meaning |
|---|---|
| **Account** | Pay As you Go Account opened by Webpost for the Customer; |
| **Business Day** | Means any day other than a Saturday, Sunday, bank or public holiday in the United Kingdom; |
| **Charges** | Webpost's charges for the provision of the Service; |
| **Commencement Date** | (A) For an Account Customer, the date on which an Account is opened by Webpost for that Customer and (B) for a non-Account Customer, the date on which that non-Account customer has signed and submitted to Webpost either a hard copy or an electronic version of the Order Form; |
| **Confidential Information** | 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 under an obligation of confidentiality; |
| **Customer** | the person stated on the Order Form as the Customer; |
| **Licence** | these terms and conditions; |
| **Mail** | all correspondence which is electronically conveyed to Webpost from the Customer for the purposes of the Service; |
| **Order Form** | Webpost's order form (in hard copy or online) completed and signed by the Customer; |
| **Royal Mail** | Royal Mail Group Ltd incorporated and registered in England and Wales with company number 04138203; |
| **Service** | Webpost's delivery of Mail to Royal Mail in order for Royal Mail to deliver such Mail to recipients of such Mail on the Customer's behalf in accordance with this Licence; |
| **Software** | 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; |

| Definition | Meaning |
|---|---|
| **Supplier** | the entity which is the licensor of the Software to Webpost. If more than one type of Software is made available to the Customer by Webpost, there may be more than one Supplier and each reference to Supplier means the licensor of the Software concerned; |
| **Support Services** | the services set out in clause 4.1; |
| **Webpost** | Webpost Limited registered in England and Wales with company number 08198782; |
| **Websites** | the websites giving the Customer access to the Software and the Service, being www.webpostred.com and [customer name] myaceni.co.uk/engage/ , as varied and/or replaced by Webpost from time to time; |
| **Working Hours** | 9 am to 5 pm UK time on a Business Day. |

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 Order Form constitute the contract between Webpost and the Customer relating to (a) the grant of the sub-licence of the Software and (b) the provision of the Service, to the Customer.

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 Order Form or an electronic version of the Order Form which can be obtained from www.webpostred.com. 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: 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, SG12

9EN; VAT number GB 154 2339 23; customer support number 0800 074 2425; email address: info@webpost.com. In relation to the Service 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 to the Customer's intended recipient. Subject to Webpost's obligations in clause 3.1, Webpost shall not 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 Mail cannot be delivered for any reason including the Customer providing an incorrect address and/or failing to provide an address, the Customer will be notified. Webpost will securely destroy the Mail concerned and will not be liable to retain and/or send the same to the Customer.

3.5. 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 in its possession or control 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 relating to the use and operation of the Software and/or the use of the Service;

4.1.2. provision of workarounds, patches, error corrections or other maintenance releases in respect of the Software, the same to be supplied in the absolute discretion of Webpost and subject to the same being made available to Webpost for sub-licensing (to the Customer) by the Supplier.

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/or 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 Support 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 and email only and/or (in the case of clause 4.1.2) in the format provided by the Supplier.
4.6. Webpost is not the owner of the intellectual property rights in the Software. All intellectual property rights in the Software vest in the Suppler concerned. Webpost is not permitted to make changes to the Software. Webpost is reliant on the Supplier to fix any errors. Webpost does not give any guarantee or warranty nor is it a term of the Licence that Webpost and/or the Supplier will 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 or contributed to 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.
    4.7.1. 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 sub-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 one copy of the Software for the Customer's business purposes only;
    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 (subject to the same being made available to Webpost for sub-licensing (to the Customer) by the Supplier).
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. Upgrades are subject to the same being made available to Webpost for sub-licensing (to the Customer) by the Supplier. 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 permitted by 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 all or any part of 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 s50B and/or 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary 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 the Supplier 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, criminal 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 Order 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 and to the extent that 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 shall indemnify and hold Webpost, its officers, directors, agents and employees, harmless from any claim or demand, and all costs damages liabilities and expenses including reasonable legal fees (a) arising directly or indirectly out of any breach of this Licence by the Customer and/or (b) made by any third party (including the Supplier) arising out of the Customer's breach of this Licence and/or other act or omission or the Customer.

## 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 by notice to the Customer and Webpost reserves the right to vary Charges at any time. For Account Customers, Webpost shall be entitled to vary the Charges by at least 30 days' notice (subject as provided below in relation to increases relating to Royal Mail), including via email. Without prejudice to the generality of the foregoing, Webpost shall be entitled to increase Charges (a) to take account of increases in inflation, overheads, labour costs, taxies, 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

7.3. Non-Account Customers must pay all Charges within 15 days from the date of Webpost's invoice. All non-Account Customers must have a direct debit in place in relation to payment of Charges.

Payment Terms – Account Customers

7.4. The Pay As You Go Account operates as follows:

7.4.1. subject to clause 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 (net of all amounts owed to Webpost);

7.4.2. all amounts are payable within 15 days from the date of Webpost's invoice.

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 and/or direct debit.

7.5. Webpost shall be entitled to withdraw and retain from Accounts (a) all amounts from time to time payable by the Customer for the Service and (b) all other amounts payable by the Customer under this Licence.

7.6. If address details provided by the Customer are not recognised by the Royal Mail database (used by Webpost to provide the Service), Webpost reserves the right to charge an additional fee as notified by Webpost to the Customer.

7.7. Notwithstanding any other provision of the Licence if any amount owed to Webpost is not paid in time then (without prejudice to any other right or remedy available to Webpost), Webpost shall be entitled to (a) suspend provision of all or any of the Service and/or use of the Software, (b) charge interest on the overdue amount at the rate of 4% above the Bank of England base rate from time to time and/or (c) terminate the Licence by written notice to the Customer.

7.8. Webpost may pay commission to any person who has introduced the Customer to Webpost. Details of this are available on request.

## 8. Intellectual property rights

8.1. The Customer acknowledges that the intellectual property in the Software belongs to the Supplier, that rights in the Software are sub-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 (a) it has the right to sub-license the Software to the Customer on the terms and conditions of this Licence and (b) it will use reasonable endeavours to request that the Supplier takes steps to ensure that when used properly the Software will perform substantially in accordance with its then current specifications. The Customer acknowledges that (a) Webpost is not the owner of the intellectual property in the Software and that the same is owned by the Supplier and (b) Webpost has no control over and makes no warranty in respect of the performance of the Software and does not have any ability and/or right to correct errors in the Software.

9.2. Webpost may (but is not obliged to) provide the Customer with a service called Quarantine. Webpost do not charge for this service. Quarantine is a service which

as far as Webpost is aware may help reduce data processing errors and may provide a safeguard. It is up to the Customer to investigate Quarantine and to decide whether it wants to use the same. Webpost makes no representation and/or warranty in relation to Quarantine (save only that Webpost have the right to allow the Customer to use it) and excludes all liability in respect of the same to the fullest extent permitted by law.

## 10. Webpost's liability

10.1. The Customer acknowledges that in providing the Service and sub-licensing the Software, Webpost relies on third parties including Royal Mail and the Supplier. Webpost shall not be liable for any failure or delay in providing the Service and/or failure in the Software to the extent that the same arises as a direct or indirect result of (a) any failure of the Software to perform properly and/or in accordance with its specification and/or (b) any act, omission, failure or delay by any third party on whom Webpost relies in providing the Service and/or the Software including Royal Mail and/or the Supplier.

10.2. Nothing in this Licence shall exclude or in any way limit Webpost's liability for fraud, death and/or 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 breach of statutory duty) 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 Service concerned.

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 nor for any failure or delay in provision of the Service:

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. which arises because the Customer inputs and/or selects incorrect address details (including if the Customer selects the wrong address from any list of addresses emanating from the Royal Mail and included as part of the Software);

10.7.3. in respect of any Mail for which Webpost has not acknowledged acceptance; and

10.7.4. unless the Customer notifies Webpost of a claim in writing within 28 days of the relevant date of acceptance by Webpost.

10.8. If the limitations on Webpost's liability contained in this Licence are not acceptable to the Customer, then the Customer should (a) not deal with Webpost, (b) not open an Account and (c) close any Account it has opened. If the Customer deals with Webpost then it should take out insurance on any items of value it sends via the Service.

## 11. Termination

11.1. The Licence may be terminated by either party giving at least 30 days written notice of termination to the other.

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), has a trustee in bankruptcy, administrative receiver, receiver, administrator, manager, 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;

11.2.3. Webpost is no longer authorised by the Supplier to licence the Software to the Customer.

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 and the Software;

11.3.2. the Customer must cease all activities authorised by this Licence, including the use the Service and the Software and 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 (at Webpost's option) 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. Webpost is not liable to give any refund of any amounts paid by the Customer in advance for the Service. Such amounts can only be used by way of payment for the Service.

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, sub-licence, 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 its rights or obligations arising under it, at any time.

## 13. Notices

13.1. All notices must be in writing and sent by first class post, delivered by hand or sent by email. Notices by post or delivered by hand must be sent or delivered to the registered office or other business address from time to time of the party to be served. Notices to Webpost by email must be sent to accounts@webpost.com. Webpost can send notices by email to any email address of the Customer selected by Webpost acting reasonably. Webpost may also give notices via either of the Websites. Notices will be deemed served (a) in the case of first class post, on the second Business Day after (and excluding) the day of posting, (b) in the case of delivery by hand, on the day of delivery if delivered on a Business Day (and if not, at 09:00 on the next Business Day after delivery), (c) immediately on sending if sent by email between 09:00 and 17:00 on a Business Day (and if not, at 09:00 on the next Business Day after sending) and provided that in the case of sending by email the sender has not received any bounce back or like message indicating that the email has not been delivered to the inbox of the intended recipient and (d) in the case of delivery via either of the Websites, at 09:00am on the next Business Day after being posted on the Website concerned. This clause is subject to clause 7.2 in relation to price increases.

## 14. Events outside Webpost's control

14.1. Webpost will not be liable 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 or delays in and/or interruptions to railways, shipping, aircraft, motor transport or other means of public or private transport;

14.2.5. impossibility of the use of or 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;

14.2.7. the acts, decrees, legislation, regulations, recommendations or restrictions of any government including in relation to any pandemic or other health matter;

14.2.8. any act or omission of any third party on whom Webpost relies in whole or in part to provide the Service and/or the Software including Royal Mail, the Supplier and internet service providers and including failure of the Supplier to correct any errors in the Software and/or otherwise to ensure that the same operates in accordance with its specification.

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. Under data protection legislation, Webpost is required to provide the Customer with certain information including who Webpost is, how it processes personal data, for what purposes and the Customer's rights in relation to personal data and how to exercise them. This information is provided in Webpost's privacy notice and this is a link to that notice www.webpost.com/privacy-policy. It is important that the Customer reads that information. Webpost uses sub-processors to process data; information in relation to that is in Webpost's privacy notice.

## 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 7.2), 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 (before expiration of such 60 days) notify Webpost in writing that it does not accept the change and failing which the Customer shall be deemed to have accepted that change. If the Customer does so notify Webpost that it does not accept the change concerned, 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 7.2. Subject to this clause 16.4 (and save as provided elsewhere in this Licence, including clause 7.2), 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 Order Form) represents the entire agreement between Webpost and the Customer in relation to this Licence and the provision of the Service and the Software 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 nor the Customer have relied on any warranty, 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 Order 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. Each of the persons referred to in clause 6.4 may enforce that clause, provided that this Licence may be varied, rescinded or terminated without the consent of any such person. Subject to the foregoing, 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 under 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 with law and regulation and this Licence.

## 19. Law and jurisdiction

19.1. This Licence, its subject matter and 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.