Data Order Form & Terms and Conditions

Date: 14 March 2025
Order# 13032501

Diksha Nayyar
Londonist Hospitality Ltd
Office 11.60
25 Cabot Square
London
E14 4QZ
Company Reg. 15546966

Databroker Limited,
Suite 281, Peel House, 30 The Downs,
Altrincham, Cheshire, WA14 2PX

Switchboard: 0161 941 5700
General Email: info@data-broker.co.uk
Compliance Team: compliance@data-broker.co.uk
Website: www.data-broker.co.uk
Get a New Quote: www.data-broker.co.uk/quote

Databroker	Job Name / PO Reference	Format	Delivery Date	Payment Terms	Due Date
Chris Dawson	Renewal of Order 21022402	Excel	24-48 Hours	Advance	14/03/2025

Quantity	Item #	Description	Unit Price	Schedule 1 : Usage	Line Total
3,006 Records	1	**Renewal of Order 21022402 – No further usage of the original file is permitted. A new file will be provided incl. Delete tab of data no longer available.** 3,006 Postal, TPS/CTPS Clean Telephone & Email Records. As per client selections.	Ratecard £295 per 1000	12 Month Multiple Use License – expires 14/03/2026 – max 12 cold email sends	£886.77
N/A	2	Negotiated discount as agreed	N/A	N/A	-£177.35
Any telephone numbers that are flagged as being registered on the TPS/CTPS are not to be called without prior consent. Please note that this agreement does not include further usage of the data delivery file from Databroker Order 21022402. This file must be destroyed immediately to prevent further usage. Any further usage of the file after the date of this agreement will be treated as further misuse under Term 2.5 of the attached terms.					

Subtotal	£709.42
VAT @ 20.0%	£141.88
Total	£851.30

☐ **I confirm that:**

- I am duly authorised on behalf of the Company to place this order to the value shown.
- This order is irrevocable and that we agree to be bound by Databroker Ltd Terms and Conditions.
- Full understanding and agreement of the quotation sent, including the data criteria (confirmed via email or quotation documents). The criteria cannot be edited after the order is placed.
- Understanding of the accuracy guarantees with this quote (confirmed via email or included in quotation documents), including the fact that any claims against these guarantees must be made within 28 days of delivery of the data file.
- (If sending email marketing) The Company will use an appropriate broadcast platform, which permits the use of 3rd party data. Usage of unsuitable email platforms invalidates the data guarantees.

☐ **I confirm on behalf of the Company our understanding and adherence to the below GDPR Compliance Terms:**

- The Company will undertake Legitimate Interests Assessment in-line with ICO guidance.
- The Company will ensure that its Privacy Notice is suitable, including confirming that The Company is using a valid lawful basis in order to be processing personal data (such as Legitimate Interests).
- The Company will check the provided data file(s) against a monthly suppression file which will be made available by Databroker and remove any matching records. The suppression file must be used for the sole purpose of removing records.
- The Company confirm their understanding that The Data is processed by Databroker and the List Owner under Legitimate Interests and not under the basis of consent.
- The Company has checked the ICO's guidelines on their website concerning the relevant lawful basis that is being used to process the personal data and concerning direct marketing in accordance with GDPR & PECR regulations and have taken suitable steps to follow these.

The signature below confirms that I am duly authorised on behalf of the above Company to provide the information above.

Signed_____

Standard Terms And Conditions For The Licensing Of B2B Data

1. Definitions

In this Agreement, the following words and expressions have the meanings set out below, unless the context requires otherwise:

"Agreement" means the Order Form together with these Standard Terms and Conditions for the Licensing of Data;

"Data" means information of any kind, however presented whether comprising names, addresses, telephone numbers, fax numbers, email addresses or other information, graphs, maps, pictures, sketches or otherwise in any other form which is supplied or made available by us to you in connection with this Agreement;

"Database" means a collection of data, information and/ or materials whether recorded, collated or stored electronically or otherwise;

"Derivative Work" means any copies of the Data or Materials (or any part thereof) and/ or any materials, Databases or other works whatsoever derived from or using any of the Materials, Data or Databases supplied or made available by us to you in connection with this Agreement;

"Direct Marketing Campaign" means a form of campaign targeted at End Users whereby End Users are contacted by the Licensee (whether by telephone, direct mail, email, fax or otherwise) for the purpose of the Licensee seeking to sell, promote or market certain products and/or services of the Licensee or obtaining certain market research information;

"End User" means an individual, business or other target in respect of whom details (whether address, email, telephone number or otherwise) are included in any Data or Materials;

"License Date" means the date of delivery of the Data, and where Data is to be delivered in instalments or updates are to be provided, means the date of delivery of the first instalment of Data;

"License Fee" the fee for the use of the Data payable to us as set out on the Order Form;

"License Period" means, unless otherwise specified on the Order Form, the period of 12 months commencing on the Licence Date or Single Use;

"Material" means any disks, tapes, documents or other physical media supplied by us to you on which Data or a Database or Databases is/ are stored and/or recorded but excluding such Data and Databases themselves;

"12 Month Multiple Use" is a type of permitted use which, if specified as the Permitted Use on the Order Form, means (unless otherwise specified on the Order Form) the Licensee may use the Data (other than email addresses) for the purpose of seeking to make contact with End Users during the Licence Period in connection with any number of Direct Marketing Campaigns relating to the business of the Licensee and use Data which is email addresses for the purpose of sending not more than 12 emails during the Licence Period to each such email address. The data has an expiry date as per the Page 1 Schedule. If the data is used beyond 24/05/18, the Licensee is solely responsible for ensuring the compliance with the General Data Protection Regulations (GDPR) and for any consequences of such usage. Databroker does not have an obligation to provide reminders of these expiry dates. This is in addition to unauthorised usage charges of the data as per term 2.5;

"Order Form" means the Order Form signed by DATABROKER and the Licensee setting out details of the Licence Fee, Licence Period, Permitted Use of Data and other details relating to the licence by DATABROKER of Data;

"Permitted Use" means use of the Data in connection with a Direct Marketing Campaign or Direct Marketing Campaigns relating to the business of the Licensee as specified on the Order Form;

"Single Use" is a type of permitted use which, if specified as the Permitted Use on the Order Form, means (unless otherwise specified on the Order Form) the Licensee may use the Data for the purposes of seeking to make contact with End Users once only during the Licence Period in connection with a single Direct Marketing Campaign of the Licensee. For the avoidance of doubt, where the Permitted Use is a Single Use (and unless otherwise specified on the Order Form), the Licensee may not seek to contact any individual End User by whatever means more than once in connection with the Direct Marketing Campaign of the Licensee (with the exception that where seeking to make contact via telephone, the Licensee may make repeated calls until such time as the call is answered) nor in connection with more than one Direct Marketing Campaign of the Licensee. The data is to be used within 3 months from the date of this agreement. If the data is used outside of this date, the liability for any consequences falls solely with the licensee of the data. Databroker does not have an obligation to provide reminders of these expiry dates. This is in addition to unauthorised usage charges of the data as per term 2.5;

"we" or "us" or "DATABROKER" or "our" means DATABROKER Ltd Reg 6903431;

"The Company" "you" or "your" or "Licensee" means you, the organisation identified in the Company details section of the Order Form;

"Undeliverables Threshold" means for the purposes of this Agreement, 10% of the e-mails addresses in the Data licensed and supplied to the Licensee pursuant to this Agreement.

"Customer" or "Engaged Party" means any Data where the Licensee gains a written or recorded first party permission for on-going marketing. Such Data is no longer held by the Permitted Use terms. Opening an email or clicking a hyperlink within an email, is not sufficient permission to be a Customer or Engaged Party.

2. Licence

2.1 Databroker hereby grants to the Licensee a personal, non-exclusive, non-transferable licence to use the Data in the United Kingdom for the Permitted Use during the Licence Period only.

2.2 You expressly agree that:

i) You shall not use the Data, Materials, Derivative Works or any part thereof in connection with any use other than the Permitted Use. For the avoidance of doubt, neither Data nor Derivative Works may be reproduced in, used in or as part of any product or services produced, sold or marketed by you at any time;

ii) You shall not provide, lend, make available or allow the use of the Materials, Data, Derivative Works or any part thereof, to or by any third party (including any group or associated company of yours) for any purpose whatsoever except to the extent permitted pursuant to clause 2.3 (employees and agency staff);

iii) You shall ensure that neither the Data nor the Materials nor any Derivative Works nor any part thereof shall be transferred or transmitted outside the United Kingdom and shall not be accessed or used outside the United Kingdom;

iv) You shall not use the Data, the Materials, Derivative Works or any part thereof in connection with the production of any Database, product or services made available or to be made available by you to your customers, clients or the general public or to compete with any Database products or service of ours or our data suppliers, including in particular (but without limitation) by way of involvement in the production of publication of any directory (local, regional or national) in any format on any media whose content is primarily either classified advertising or "white pages" listings or to provide or enable the provision of a telephone directory enquiry service.

2.3 You shall be permitted to allow your employees and individual agency staff or contractors working at your premises to use the Data on your behalf for the Permitted Use only provided that such employees, agents and/ or contractors comply with the terms of this Agreement with regard to the use of the Data. You shall remain liable for all acts and omissions of your agents and contractors as if their acts or omissions were acts or omissions of you. For the avoidance of doubt you shall not be permitted to provide the Data to any other agency, service provider or business to use the Data or allow any of them to use the Data, whether on your behalf or otherwise.

2.4 You acknowledge that certain data may deliberately include "seed" or "dummy" records, which do not relate to a real individual, business or target. Such records are included for the purpose of monitoring use of the data or checking for unauthorised use. You agree not alter or delete or seek to alter or delete such records from any Database, Materials or Derivative Works. Use of a "seed" or "dummy" record shall be prime facie proof of use of the remainder of the Data.

2.5 Unauthorised use of the information or data (beyond the agreed terms) will be charged at £500 plus the standard re-use fees of £300 per thousand records supplied. This amount is calculated on the Quantity in Schedule 1 on Page 1 of this Agreement. This will be payable within 28 days (subject to credit approval). Unauthorised Use includes (but is not limited to):

i) Usage outside of the license as detailed in Schedule 1 and defined as either Single Use or 12 Month Multiple Use

ii) Usage by and brand/company/entity other than the End User defined in this Agreement

iii) Usage beyond the maximum number of uses of email addresses as defined in the licence type, either Single Use or 12 Month Multiple Use

iv) Alteration or deletion of the seed of dummy records as detailed in 2.4

2.6 You may not make any copies of the Data or Materials other than one copy of the Data for archiving purposes. You must store the Data separately from other data in a secure environment. You must not permit or allow any other person to copy the Data.

2.7 Where applicable and if set out on the Order Form, the Data (UK only) will be TPS/CTPS clean at the point of delivery. DATABROKER ensure that all data sources used, screen telephone numbers against the TPS/CTPS (where applicable) weekly as a minimum. If required, we can provide the date when the Data was last screened against the TPS/CTPS. Once a period of 28 days from the last screening has passed, it is the responsibility of The Company to ensure that the list is kept up to date with new additions to the TPS/CTPS.

2.8 Any Data that is flagged as being registered on the TPS/CTPS is not to be called without prior consent from the Data Subject to which the telephone number relates.

3. Delivery

3.1 Data and any Materials shall be provided in the format specified in the Order Form.

3.2 If we agree with you to supply and deliver any Materials, you agree to pay our applicable delivery, packing and insurance charges as notified from time to time in respect of such delivery in addition to the Licence Fee.

3.3 Risk in the Materials during transit shall be yours. In the event that Materials are damaged or lost during transit, we shall make available additional copies of the Materials to purchase at cost price. Any damage or defects to the Materials or Data evident on receipt or shortfalls in delivery must be notified to us within 14 days of the delivery date (or expected delivery date in the case of shortfalls), otherwise DATABROKER shall not be able to consider and shall not be liable in respect of any claims relating thereto.

4. Payment Terms

4.1 You agree to pay DATABROKER the Licence Fees in immediately available funds, together with any other charges agreed or referred to in this Agreement on or before their due date for payment.

4.2 Payment of DATABROKER's invoices are due 28 days after the date of invoice. The Licence Fee and any other charges shall, unless otherwise stated in the Order Form, be invoiced on receipt and acceptance by us of this Agreement signed by you. Other charges shall be invoiced as they are incurred.

4.3 All sums payable by you under this Agreement are stated exclusive of taxes, including VAT. Such taxes shall be payable by you in addition at the rate and in the manner prescribed by law4.4 Any sum payable to DATABROKER shall be paid without regard to any equity, set-off or counterclaims. Without prejudice to its other rights and remedies, DATABROKER shall be entitled to interest on overdue sums at the rate of 5% above the base rate (varying) of DATABROKER's bankers for the time being, accruing daily from the date of issue to the actual date of payment (both dates inclusive), whether before or after judgment.

4.4 Notwithstanding any other provision of this Agreement, time of payment of the Licence Fee and other charges payable by you shall be the essence of this Agreement.

4.5 Without prejudice to its other rights and remedies, DATABROKER shall be entitled, by serving notice of suspension on you, to suspend the licences granted to you hereunder, during any period that any sum under this Agreement is overdue until all such sums have been received by DATABROKER in full. You shall not use the Data, Materials or Derivative Works during any period of suspension. Any use by you of the Data, Materials or Derivative Works during the period of suspension shall be a breach of this Agreement and without prejudice to DATABROKER's other rights and remedies, the provisions of clause 2.5 shall apply.

5. Intellectual Property Rights

5.1 All copyright, database rights and all other intellectual property rights (IP Rights) in the Materials and Data shall be and remain as between you and us the property of DATABROKER.

5.2 You acknowledge that elements of the Data and/or Materials may be derived from information or materials owned or supplied to us by a data supplier to us (Data Supplier) and you acknowledge the IP Rights of us and Data Suppliers in and to the Data.

5.3 Except for the limited licence expressly granted hereunder, you acknowledge that you will not acquire any IP Rights or other rights in relation to the Data or Materials.

5.4 You shall not delete or seek to remove or disguise any marks or notices of DATABROKER or Data Suppliers which may appear to be incorporated on or in the Materials and/or the Data, such marks and notices which you shall ensure appear on any copies you may be permitted to make hereunder.

6. Confidentiality

6.1 You acknowledge that DATABROKER has and does spend considerable resources, time and judgment in collating, sorting and compiling the Data and Materials and that the same are treated by DATABROKER and are to be treated by you as confidential information of DATABROKER. You acknowledge that the Data and all the Materials are provided to you on the basis that you agree, and you hereby undertake, to use and to keep the same in strictest confidence, to use the same only for the Permitted Use and to not disclose the same to any third party (except to the extent permitted hereunder or to those employees who reasonably require the same to carry out the Permitted Use and who have been made aware of and who comply with the terms of this Agreement (which you undertake to ensure)).

6.2 To the extent you may be permitted by DATABROKER to allow any third party access and/or use of the Data and/or Materials and/or Derivative Works on your behalf under this Agreement, you shall ensure that you inform such third party and obtain the acknowledgements from such third party in respect of the confidentiality of the Data, Materials and Derivative Works as are contained in this Agreement, and that you obtain from such third party binding, written undertakings to keep the Data, Materials and Derivative Works confidential on terms at least as onerous as those set out herein. You shall be liable for any failure of the third party to whom you provide access to the Data, Materials or Derivative Works to keep the same confidential for any use by any such third party of the same for any purpose other than the Permitted Use or any disclosure of the same by such a third party as if those acts or omissions were acts or omissions of you.

6.3 The provisions of this clause 6 shall not apply to the extent that they may otherwise prevent the disclosure or use of the information or materials which may be the same or similar to the Data and/or Materials to the extent you have obtained such information or materials from a third party not under terms of confidentiality, and/or which is or becomes public knowledge other than through your fault or breach and is or has been extracted or derived by you otherwise than from Data, Databases or Materials of us.

6.4 You agree to notify us promptly of any unauthorised use of the Data, Materials or Derivative Works or any part thereof of which you become aware or suspect.

7. E-MAIL

7.1 Where the Data includes e-mail addresses or e-mail data, the following provisions shall apply in respect of that Data:

7.2 If you wish us to exclude certain criteria from our range of criteria you must provide a suppression file to us that clearly states your requested exclusions prior and as part of your order.

7.3 If you wish us to exclude general e-mail addresses from the e-mail Data field you must request this prior to and as part of your order.

7.4 We are not responsible or liable for e-mail addresses that prove to be undeliverable save that where the number of undeliverable addresses exceeds the Undeliverables Threshold and subject to you providing proof of non-delivery within 30 days of the Licence Date, we will endeavour to provide additional e-mail addresses so as to ensure that the percentage of undeliverable e-mails is brought within the Undeliverables Threshold.

7.5 DATABROKER's obligations stated in clause 7.4 above shall not apply where you decide to use a method of delivery that has not been approved in writing by DATABROKER. Mailchimp or Microsoft Outlook (and similar) are NOT recognised email platforms and as such Databroker cannot recognise hard bounces from these platforms. Databroker will not recognise hard bounces from any email platform where the terms and conditions of such an email platform do not allow for purchased data or third party opt-in email data to be used.

7.6 We reserve the right to require you to cease or modify use of our e-mail Data where we discover that the content of e-mails sent by you is in our reasonable opinion inappropriate or you have misled us about the content.

7.7 Where you procure the use of the e-mail Data to send e-mails, you must ensure that the recipient is given a simple means to opt-out of receiving further communications and you must forward to DATABROKER the details of any recipients who do exercise their right to opt-out including any comments that may be made by such recipients in an excel or comma separated format.

8. Advertising Standards, Data Protection And Legal Compliance

8.1 We will endeavour to comply with the British Codes of Advertising and Sales Promotion and with the DMA UK Direct Marketing Code of Practice and other codes of advertising standards laid down on a self-regulatory basis.

8.2 Nothing in this Agreement relating to the confidentiality or secrecy of the Data shall prevent or hinder either us or you from complying with our legal obligations as to disclosure or otherwise under the Consumer Credit Act 1974 and the Data Protection Act 2018.

8.3 You will ensure that any use to which the Data is put complies with, and in using the Data, you shall comply with all applicable laws, regulations and codes of practice from time to time including, without limitation, the Privacy and Electronic Communications Regulations 2003, those of the Post Office and the Universal Postal Union. You represent, warrant and undertake that

i) You have undertaken and shall maintain all necessary notifications required for your use of the Data as data controller as required under the Data Protection Act 2018;

ii) You shall carry out all Direct Marketing Campaigns in compliance with, and shall ensure that all materials and scripts relating thereto shall comply with all relevant rules and regulations;

iii) You shall not use the Data in connection with the delivery or communication of any defamatory, malicious or threatening statements or materials or materials, which infringe the IP Rights of any third party.

8.4 At the end of the License Period, we have the right to request that the Licensee provides written confirmation of the suppression or deletion of the database.

9. Warranty And Indemnity

9.1 Where the Material is a disk or tape, we warrant that the disk or tape will be free from material defects in material and workmanship for a period of 90 days from delivery. We will replace free of charge any disk or tape which is defective (or (at our option) refund the relevant Licence Fee paid) if you return the disk or tape to us at your risk and expense within the 90 day period. This will be our sole liability to you with regard to defects in material and workmanship. We are not liable for any defect if it is caused by wear and tear, or intentional damage, or failure to follow instructions.

9.2 Subject to clause 10, we warrant that any services we provide to you will be provided in a good and workmanlike manner.

9.3 We do not warrant that the Data shall be fit for any particular purpose.

9.4 Except as expressly stated in this Agreement, all conditions, warranties, terms, stipulations and other statements whatsoever (except as to title to goods) that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law.

9.5 You hereby undertake to indemnify and keep indemnified DATABROKER with respect to any liabilities, losses, damage or expenses (including reasonable expenses) whatsoever arising or incurred by DATABROKER as a result of any breach by you of your obligations hereunder or arising out of any use by you of the Data or the Materials (except to the extent arising as a direct result of any breach of our obligations hereunder).

10. Limitation Of Liability

10.1 Time for us to perform any obligations is not and may not be made of the essence.

10.2 Notwithstanding anything contained in this Agreement, except in respect of death or personal injury caused by our negligence, we will not be liable for any consequential, economic, or indirect loss or any loss of profits, loss of revenue, loss of contracts or loss of anticipated savings arising in any way in connection with the supply or non-supply of the Data or Materials to you.

10.3 Whilst we attempt to ensure that the Data is accurate and complete, by reason of the immense quantity of matter dealt with in providing and in compiling the Data and the fact that part of the Data may be supplied by sources not controlled by us, which cannot always be verified, as well as the possibility of negligence or mistake, we do not guarantee the correctness or accuracy of the Data and you agree not to hold us responsible for any error therein or omissions therefrom.

10.4 Without prejudice to clause 10.3 and except as otherwise stated, any query, complaint or claim you may have with regard to the Data or Materials must be notified to us within 30 days of your receipt of the Data or Materials respectively. Any such queries, complaints or claims received more than 30 after your receipt of the Data or Materials will not be considered by DATABROKER and DATABROKER shall not be liable (whether in contract, tort (including negligence) or otherwise) in respect of any such claims unless you have notified us of the claim within such 30 day period. Before you make a claim for replacement Databroker Ltd data or a refund for goneaways, you must mail or phone a minimum of 1000 records or 20% of the total number of records in the Databroker Data, whichever is greater. In the event that there are less than 1000 records in the Databroker Data, you must mail or phone all of the records in the Databroker Data.

10.5 In the event of any valid claim against DATABROKER with respect to any defects with respect to the Data or Materials, we shall make good such defects (or (at our option) refund the pro-rata portion of the Licence Fee paid). This will be our sole liability with respect to defects in the Data or Materials.

10.6 Save in respect of liability for death or personal injury caused by our negligence, our aggregate liability in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) for any one cause of action or series of connected causes of action shall not in any event exceed one and a half times the Licence Fee paid.

11. Cancellation, Termination And Expiry

11.1 Upon signature by you of this Agreement, you irrevocably agree to be bound to the purchase of the licence and the other terms of this Agreement. Until such time as we have received a copy of this Agreement (unaltered from the form in which it was sent to you) signed by you, we may withdraw the offer to license and supply Data to you as set out in this

Agreement at any time by notifying you by any means (including by telephone or email). Offers will automatically lapse 30 days after the order date on the Order Form and DATABROKER reserves the right not to accept any signed orders or agreements received after such 30-day period. We will notify you whether your order has been accepted in these circumstances.

11.2 Once accepted by you or us (as applicable), this Agreement may not be cancelled by you and you shall be required to pay the full Licence Fee for the Licence Period for all Data ordered regardless of whether you choose to receive or use the Data.

11.3 We shall be entitled (without affecting any other rights we may have) immediately to suspend or terminate this Agreement if:

i) Your business becomes subject to legal distress or execution; or

ii) You offer to make any arrangements with your creditors or become bankrupt or being a limited company have a receiver, administrative receiver or administrator appointed over the whole or part of the property; or

iii) Any order is made or a resolution is passed or proceedings are taken for your winding up; or

iv) You cease to carry on or threaten to cease to carry on all or a substantial part of your business.; or

v) You are the subject of any event or process analogous or preparatory to any of those specified in this clause 11.3 above.

vi) There are circumstances beyond our control which prevent us from being able to provide any of the products or services detailed in this agreement.

11.4 Promptly following expiry of the Licence Period or earlier termination of this Agreement, you shall delete and destroy (or, on our prior request, return) all copies of the Data, Materials and Derivative Works within your possession or control or stored on any of your systems or Databases, and shall ensure the deletion or destruction of any within the possession, control or on the systems or databases of any third party to whom you may have made the same available.

11.5 Clauses 1, 2.5, 4.4, 5, 6, 9.5, and 10 to 16 shall continue to apply notwithstanding termination or expiry of the Licence Period or this Agreement.

12. Force Majeure

We shall not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform any of our obligations in relation to the provision of the Materials or Data or our other obligations under this Agreement if the delay or failure was due to any cause beyond our reasonable control.

13. Notice & Misc

Notices may be given by either of us to the other by sending them to the registered office of the other party. Any such notice will be valid if sent by first class post or fax and deemed to be received on the second business day following posting or transmitting.

13.1 Permission is granted for Databroker Ltd to use the client or agency logo in marketing materials to advertise Databroker Ltd services. This can be prevented by written request

13.2 Permission is granted for Databroker Ltd to call or email the company regarding Databroker Ltd products and services. This can be prevented by written request.

14. Entire Agreement

This Agreement comprises the entire agreement between the parties and there are not any agreements, understandings, promises or conditions, oral or written, expressed or implied, concerning the subject matter which are not merged into this contract and superseded hereby. This Agreement may be amended in the future only in writing executed by the parties.

15. Waiver

The failure or delay of either party to exercise any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy, and the waiver of any breach or infringement shall not operate as a waiver or any subsequent breach or infringement. No waiver shall be effective unless it is in writing, duly signed and communicated to the other in accordance with clause 13.

16. Law And Jurisdiction

This Agreement is governed by and interpreted in accordance with English law. The parties agree that the English courts will have non-exclusive jurisdiction to hear any disputes relating to this Agreement.

17. Solicitation Of Employees

17.1 The Client shall not without the prior written consent of DATABROKER (and so that each of the sub-clauses 17.1.1 and 17.1.2 below shall be deemed to constitute a separate agreement and shall be construed independently of the other): 17.1.1 at any time during the period from Commencement Date to the expiry of twelve months after the license period of this agreement, solicit or endeavour to entice away from or discourage from being employed by DATABROKER any person who is, or shall have been during the period between the Commencement Date and the license period of this agreement any of DATABROKER'S employees; or 17.1.2 at any time during the period from the Commencement Date to the expiry of twelve months after the license period of this agreement employ or attempt to employ any person who is, or shall have been during the period between the Commencement Date and the license period of this agreement, an employee of DATABROKER.

18. GDPR Compliance

For data licensed in this agreement on a 12 Month Multiple Use License;

The data has an expiry date as per Schedule 1 on Page 1 of this document. Any such usage beyond this date would be treated as Unauthorised Usage and charges would apply as per 2.5. To ensure GDPR compliance, the End User holds sole responsibility to ensure that beyond 24/05/18, all usage complies with the General Data Protection Regulation (GDPR). If the data is used beyond this date without such compliance checks, the liability for any consequences falls solely with the licensee. Databroker does not have an obligation to provide reminders of these expiry dates. This is in addition to unauthorised usage charges of the data as per term 2.5.

For data licensed in this agreement on a Single Use Licence;

The data is to be used within 3 months from the date of this agreement. If the data is used outside of this date, the liability for any consequences falls solely with the licensee of the data. Databroker does not have an obligation to provide reminders of these expiry dates. This is in addition to unauthorised usage charges of the data as per term 2.5.

19. GDPR, PECR, Global Opt Outs & Legitimate Interests

19.1 The Company confirm to Databroker (if relying on Legitimate Interests as the lawful basis for processing) that you will undertake a full Legitimate Interest process, following the guidelines provided by the ICO under the GDPR Regulations. This will include all of the following:

(i) A Legitimate Interests assessment, which must be made available to Databroker upon request

(ii) Updating the Privacy Notice for The Company accordingly and displaying this prominently on the Company's website, with reference to it on any marketing using the List provided by Databroker

(iii) Communicating that You are using a valid lawful basis in order to be processing personal data (such as Legitimate Interests)

19.2 The Company is required to check the provided data on a monthly basis (or more regularly) against a suppression file which is made available by Databroker on a monthly basis via a secure system. The monthly suppression file provided for the sole purpose of removing records and may not be used for any other purpose. Where possible, the email address provided by the licensee below will be used to notify of an updated file being available. The number of records contained in the suppression file will vary and may be large in number. One of the fields present in the suppression files will be the "URN" which will need to be used to check against a correlating field in the provided data to remove any matching records. This is a legal obligation, therefore it is important that the "URN" field (or equivalent) present in the original delivered data is retained and not removed. The Company agrees to regularly check and maintain the email address provided where the customer service emails are to be sent and to notify Databroker should it change at all.

19.3 Should the monthly suppression file be used for any other purpose than the removing of records as outlined in 19.2 (such as the Company using the monthly suppresion file for marketing purposes), you hereby undertake to indemnify and keep indemnified DATABROKER with respect to any liabilities, losses, damage or expenses (including reasonable expenses) whatsoever arising or incurred by DATABROKER as a result of any breach by you of your obligations regarding the monthly suppression file.

19.4 The Company is required to have read, understood and implemented the GDPR regulations, including the guidelines for processing under the relevant lawful basis that is being used to process the personal data, as laid out by the Information Commissioner's Office on their website.

19.5 The Company is required to have read, understood and implemented the GDPR regulations, including the guidelines for direct marketing, as laid out by the Information Commissioner's Office on their website.

19.6 The Data provided has not been collected or processed under consent. The Company may not claim of refer to The Data being collected or processed under consent.

I confirm that I have read and understood the above terms and conditions. I also confirm that I am duly authorised to sign for and on behalf of the Licensee and to be bound by the Databroker Ltd Terms and Conditions accordingly. (Databroker Ltd Data terms and conditions – May 2021)

Signed _____ **Position** _____

Name _____ **Company** _____

Date _____ **End User** **Londonist**

** enter the brand the data will be used on behalf of*

Email Address for Suppression Files (see 19) _____

Admin Use Only – Date:	
Approved?	Yes / No

Compliance Form

This form is required on a first order. The information may also be re-requested on an annual basis. Databroker take compliance very seriously and complete the below checks on all our clients.

Company Name	
Information Commissioner's Office (ICO) Registration - Organisations that process personal information may be required to register with the ICO, unless exempt. If the Company is not already registered with the ICO please complete the online self-assessment below. Registering with the ICO is a legal requirement, not something enforced by Databroker. https://ico.org.uk/for-organisations/data-protection-fee/self-assessment/	
Is your Company registered with the ICO?	
IF you answered YES above, please insert your Company ICO number, which usually begins Z.....	Z
Please briefly detail how the Company will use this data? Please include detail of Sales Message/Process etc	
Please confirm that the Company has suitable procedures for all of the below: • Data Compliance • People wishing to opt out of the database • Subject Access Requests (SAR)	
Please confirm that, if using an email marketing engine, your Company will ensure that it permits the import and delivery to 3rd party data lists within its Terms. (Data accuracy guarantees do not apply if unsuitable email engines are used)	
At any point, have any Directors of the Company been investigated by the ICO, ASA or any other related government body?	
Please confirm that the campaign will follow the GDPR/DPA 2018/PECR regulations and ICO's guidelines for direct marketing? More information at www.ico.org.uk.	

I confirm that I am duly authorised on behalf of the above Company to provide the information above.

Signed_____ **Name**_____

Date_____