

CREATE AND POST TERMS AND CONDITIONS

Version 22 November 2018

Selectabase Ltd, The Archive Centre, Honeywood Road, Dover, CT16 3EH (the Supplier)

Acceptance of the Customer Order Form for the Create & Post Service is subject to the usual provisions within the Supplier's Standard Terms and Conditions.

1. Definitions

"Customer Content"	means marketing and advertising material, vouchers, text, audio files, video files, graphics, software, trademarks, the information stored on the Customer Database and any other information or materials to be provided by the Customer to the Supplier to enable the Supplier to provide the Mail Service;
"Customer Database"	means the Customer's computer system or database on which addresses or data relating to the Customer's business and customers is stored, and received by the Supplier from the Customer and referred to within the Customer Order Form that will be used for onward delivery within the Mail Service;
"Customer Proof"	means a PDF copy of the letterhead and text mailing piece, referred to in the Customer Order Form, subsequently delivered by the Customer to the Supplier for inclusion within the Mail Service;
"Mail Service"	means the printing, enclosing, sorting, and delivering of Mail to the postal service or RMIMC on the Customer's behalf, for onward delivery to The Customer Database supplied by the Customer and referred to within the Customer Order Form;
"Proof"	means a PDF copy of the intended mailer and text referred to in the Customer Order Form and subsequently delivered by the Supplier to the Customer;
"Proof Set-up"	means the service provided by the Supplier including the receipt of the Customer Order Form and the provision of the Proof from the Supplier to the Customer;
"RMIMC"	means the Royal Mail Inward Mail Centre;
"Mail"	means details of the Customer's Mailing including text, the Proof and/or Customer Proof and the Customer Database, received by the Supplier from the Customer for the purpose of the Mail Service.

2. Service

- 2.1 Time for the provision of the Mail Service by the Supplier shall not be of the essence and whilst the Supplier will use reasonable endeavours to achieve agreed dates for the provision of the Mail Service, the Supplier will not be liable for failure to achieve those dates.
- 2.2 The Customer acknowledges that the Supplier shall rely upon the Customer meeting its obligations as set out in Clause 3 if it is to achieve any agreed timescale(s) for the Mail Service. In the event of any delay by the Customer in meeting its obligations, the Supplier shall be entitled to such

additional time to perform the Mail Service as may be required by it (and reserves the right to increase the Charge for the Mail Service in accordance with our Standard Terms and Conditions).

- 2.3** During the provision of the Services, the Customer may be asked by the Supplier to approve samples, proofs or mock-ups and the Supplier shall incur no liability for any errors not corrected by the Customer.
- 2.4** The Supplier will require access to the Customer Database in order to provide the Services and undertakes:
- 2.4.1** to ensure that only authorised personnel will have access to the Customer Database;
 - 2.4.2** not to disclose use or permit to be used (other than in the proper performance of the Services) the information on the Customer Database; and
 - 2.4.3** to cease the use of the Customer Database and to return or destroy all password and other similar information upon the termination of the Agreement.
- 2.5** The Supplier will perform a Proof set-up service referred to within the Customer Order Form in accordance with these Terms and Conditions once the Supplier has delivered the Proof to the Customer.
- 2.6** The Supplier will perform the Mail Service referred to within the Customer Order Form in accordance with these Terms and Conditions. The Mail Service will only be provided once the Proof set-up process has been completed and the Supplier has accepted the Mail for processing. Should the Customer fail to provide the Supplier with any required information, within 14 days of the agreed despatch date, the Service will expire, and no refunds will be due to be paid to the Customer.
- 2.7** Unless agreed otherwise the Supplier will provide the Mail Service on normal working days. A normal working day means Mondays to Fridays between 9am and 5pm, excluding any bank or other national holidays. If a request for the Service is received on a non-working day, it will be treated as a request made on the next working day.
- 2.8** The Supplier will use its reasonable endeavours to ensure that the Mail is delivered to the postal service or RMIMC for onward delivery to the Customer Database within three working days of receiving the Mail from the Customer. To count the first day as a working day, Mail must be received from the Customer by midday (12pm). The Supplier cannot guarantee when the Mail will reach the addressees within the Customer Database. However, as a guideline, the Mail is usually delivered within three working days from the receipt by the postal service or RMIMC. This guideline is not intended to be a representation or a warranty as to the Service of the Supplier.
- 2.9** The Supplier will not accept for postage any Mail, the carriage of which is prohibited by any law, rule or regulation of any country in which the Mail travels or where the Customer is in breach of these Terms and Conditions.
- 2.10** Mail will be produced on the medium agreed within the Customer Order Form.
- 2.11** In the event that the Supplier is unable to deliver any Mail due to the Customer providing incorrect information such as a recipient's address, or in the event that the postal service ~~or~~ is unable to effect delivery for any reason, the relevant Mail will be returned and destroyed. No refund will be due for undeliverable Mail.

3. The Customer's Responsibilities

- 3.1** In order to enable the Supplier to perform the Mail Service within the price set out in the Customer Order Form the Customer undertakes, where necessary, at the Customer's cost to: -
- 3.1.1** provide the Supplier with access to the Customer Database;
 - 3.1.2** in a prompt and timely manner supply to the Supplier the Customer Content as requested by the Supplier from time to time; and
 - 3.1.3** provide prompt and timely feedback on and/or review and turnaround of all, proofs, mock-ups and samples submitted to it by the Supplier.
- 3.2** If the Customer does not allow or fails to take all steps within its power to facilitate the commencement or completion of the provision of the Mail Service by the Supplier, payment shall become due as if the Mail Service has commenced or been completed as the case may be. A notice from the Supplier to the Customer confirming the date that the Mail Service would have commenced or been completed shall be conclusive evidence to that effect.
- 3.3** The Customer warrants to the Supplier that:
- 3.3.1** any and all intellectual property rights in the Customer Content belong to the Customer and that the use of the Customer Content in the performance of the Services will not infringe the Intellectual Property Rights of any other party;
 - 3.3.2** access to, and use of the information contained in, the Customer Database by the Supplier will not be in breach of the DPA, or other related legislation;
 - 3.3.3** representations concerning the Customer's organisation, business, products or services (and any other representations concerning the Customer's competitors and the Customer's market place in general) are accurate, do not materially misrepresent the same and do not breach any obligations of confidentiality;
 - 3.3.4** to the best of the Customer's knowledge and belief the Customer Content is not in any material sense unlawful or illegal and (without limiting the generality of the foregoing) does not contain any defamatory statement;
 - 3.3.5** it agrees to indemnify and keep the Supplier fully indemnified against any liability which it suffers as a result of the breach of clause 3.3 above; and
 - 3.3.6** the Mail will not contain anything defamatory, offensive, indecent or threatening or otherwise prohibited by any law, rule or regulation.
- 3.4** The Customer is responsible for the content of any Mail. Your particular attention is drawn to the details contained within clause 13. Data Protection and Advertising Standards of our Standard Terms and Conditions.

- 3.5** The Customer is responsible for ensuring that each item of Mail is accurate and complete and should always include a postcode. The supply of the Customer Database by the Customer will be conclusive evidence of the Customer's acceptance of the use of the Customer Database within the Mail Service.
- 3.6** The Customer is responsible for verifying the appearance of the Mail and its print quality via the Proof and/or Customer Proof supplied by the Customer to the Supplier and referred to within the Customer Order Form. The supply of the Proof and/or Customer Proof by the Customer will be conclusive evidence of the Customers' acceptance of the appearance and print quality of their Mail.
- 3.7** The Customer warrants that it will not:
- 3.7.1** impersonate any other person or business or use a name that they are not authorised to use; or
 - 3.7.2** use the Service for any unlawful, fraudulent or unethical activity.
- 3.8** The Customer fully indemnifies the Supplier against any claims of whatsoever nature brought against it by any third party or body of law in respect of any misuse of the Mail Service or breach of warranty by the Customer and against any legal costs reasonably incurred in defending such a claim.
- 3.9** The Customer will provide at the request of the Supplier any information required in respect of the purpose for the use of the Mail Service and will deliver to the Supplier at its reasonable request any such documentation required to verify the true purpose for the use of the Mail Service before the Customer Order Form is accepted.