

General Terms and Conditions for Melissa Data Ltd

DEFINITIONS

Address is a human-readable and human-interpretable description of a delivery point to which mail or other physical objects can be delivered.

Agreement refers to these terms and conditions.

Customer is anyone who has purchased or otherwise legally acquired a license of the product and/or data records from Melissa Data or one of its partners.

Data Supplier is a third party, often a postal administration or other operator that has provided Melissa Data with data to be included in a data record.

Data Record is a specially prepared and compressed excerpt of the Melissa Data data records comprising one country or territory, possibly containing data from one or more data suppliers. When referred to as data records, more than one country's data is contained.

Email Address identifies an email box to which email messages are delivered.

Geocoding is the process of finding associated geographic coordinates (often expressed as latitude and longitude) from other geographic data, such as street addresses or ZIP codes (postal codes).

IP Address is a numerical label assigned to each device (e.g., computer, printer) participating in a computer network that uses the Internet Protocol for communication.

Telephone Number is a sequence of digits used to call from one telephone line to another in a public switched telephone network.

Name is a word or term used for identification.

Transaction means inter alia the validation, correction, or completion of a single address record.

Web Services means the Internet-based services developed by Melissa Data based on the DQ technologies for use with data records.

§ 1 Scope

- 1.1 Melissa Data Ltd (Melissa Data) provides the Web Services solely in accordance with the current version of these General Terms and Conditions. The customer's general terms and conditions are not recognized by Melissa Data and are hereby expressly rejected.
- 1.2 The following General Terms and Conditions are valid for Melissa Data Web Services, service bureau and any Melissa Data application (Software) based on the Web Services including, but not restricted to plug-ins and connectors developed by Melissa Data.
- 1.3 The customer enters into an agreement with Melissa Data based on these General Terms and Conditions at the time when the Web Services are accessed for the first time.

§ 2 Services offered

- 2.1 Melissa Data offers access to several Web Services for processing and enrichment/enhancement of contact data via the Internet.

Access to these services is possible via software developed by the Customer or through Software provided by Melissa Data as specified in 1.2.

2.1.1 Address cleansing and correction

Melissa Data Web Services for address information cleansing and correction are based on the Melissa Data software and data records. The Web Services offer the possibility to check address information for validity.

Incorrect or incomplete addresses are corrected or completed by using the Software Libraries and Data Records where this is possible. Some Web Services provide suggestions for correction or completion if the input data is ambiguous.

2.1.2 Contact data optimisation

In addition to the service of address cleansing and correction, Melissa Data Web Services provide further services separately or in combination. The use of these services may be subject to separate Conditions.

- Geocoding: Enrichment/enhancement of addresses with geographic coordinates in the cartographic projection WGS 84 (World Geodetic System 1984).
- Email verification: Validate and parse email addresses, correct common typographical errors, and standardise email addresses as they are entered.
- IP Location: Help identify a visitor's geographical location, i.e., country, region, city, latitude, longitude, and postal code, using an IP address lookup technology that incorporates some 20 different techniques to determine the physical location of an IP address.
- Telephone verification: Enable quick and accurate verification and correction of U.K. and international numbers for over 200 countries and territories.
- Name Parsing: Creates personalized messages and identifies the gender makeup of the database that will parse full names and multiple names into multiple components.

- 2.2 The Web Services are based on the Melissa Data technologies and the Data Records. The Data Records are supplied by postal organisations or from data suppliers. The database contains data from approximately 240 countries and territories. The Data Suppliers have authorized the use of their data with Melissa Data technology and Web Services. However, they have limited their liability to Melissa Data with regards to completeness and correctness. Most data suppliers, nevertheless, endeavor to provide regular updates of their data. Melissa Data also regularly updates the Data Records that the Software and Web Services are based upon.

In most cases, the updates are performed quarterly, provided new data is available. A current country list is accessible here: [Country List](#)

- 2.3 The Customer is granted a non-exclusive, non-transferable right, personally and materially limited to their business, to use any technology that is provided to access the Melissa Data Web Services and as specified in 1.2. This right shall be for the intended scope and for the duration of this Agreement. All intellectual property rights, copyrights, and other rights shall remain with Melissa Data.
- 2.4 Melissa Data reserves the right to make improvements and changes to the Web Services and to the service interface at any time. Should a new interface be incompatible to an existing interface, Melissa Data will support the existing interface for a minimum period of three (3) months after the introduction date of the new interface.
- 2.5 Melissa Data strives to ensure proper performance of the Web Services. Melissa Data, however, does not guarantee any specific availability, performance, or response time of the Web Service systems. The Customer acknowledges that the response time of the system also depends on the transmission speed of the Internet and the Internet access used by the Customer. Any statements with regards to speed or processing times are of general nature unless specifically agreed to in writing by Melissa Data.

§ 3 Usage rights and ownership of the postal reference data

- 3.1 The Data Records described in 2.2 are partially provided to Melissa Data by third parties in order to perform address correction. The rights to the postal reference data remain in all cases with the data suppliers.
- 3.2 The Customer must not use the Web Services to systematically query the Data Records in order to create a copy of the underlying database. The Customer is only allowed to process their own addresses using the Web Services. In case of a breach of this clause, the Customer agrees to pay at least £50,000 in damages. It is the Customer's obligation to prove that the actual damage was less.
- 3.3 In order to access the Web Services, the Customer receives an Account ID. When using Web Services (processing of a single address by means of a Web Service request), the Customer may use multiple, simultaneous connections (even from different computers) with the same Account ID.
- 3.4 Except where specifically licensed to do so, Licensee may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management, or similar applications;

or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including - without limitation - mobile phones, palmtop and handheld computers, pagers, and personal digital assistants..

§ 4 Payment, Payment Due Date, Late Payments

- 4.1 The charge for the access to the Melissa Data Web Service system is based on Transactions. A Transaction comprises inter alia the validation, correction, or completion of a single address. In some cases the processing of a single address may require more than one Transaction. The scope of a Transaction is described in the current price list and in the order form. In addition to the Transactional charges, further charges may incur depending on requested services. These additional charges are specified in the current price list.
- 4.2 Transactions can be purchased by paying in advance per invoice. Prepaid Transaction packages are available in various volumes with a validity of twelve (12) months from the date of purchase.
- 4.3 Melissa Data may provide the Customer with a certain number of free Transactions for demonstration and test purposes. The Customer agrees not to use the processed output that has been obtained by using the demo and test Transactions for any production/commercial purposes. If this clause is not observed, the Customer agrees to pay a fee of ten (10) times the price of the loaded Transaction package. The price will be calculated based on the price list valid at the time of processing and the number of illicit Transactions. The ownership of the input data remains with the Customer.
- 4.4 The charges are stated in the price list valid at the time of the conclusion of the Agreement or in a separate addendum.
- 4.5 If a payment is due it must be made immediately upon receipt of the invoice and without deductions unless different payment terms have been agreed to by both parties. Should the Customer delay payment, the prevailing laws shall apply. In this case, Melissa Data explicitly has the right to deny access to the Web Services unless and until payment is made.
- 4.6 Objections to the amount of any invoice shall be submitted in writing within six (6) weeks of receipt of the invoice. Failure to object within the prescribed period shall be construed as acceptance.

§ 5 Warranty

- 5.1 The parties agree that it is not possible to develop flawless software programs. The warranty does not cover defects caused by use other than that intended in the requirements.
- 5.2 Melissa Data has compiled the Data Records used for the corrections by using data obtained from third parties. In collating this data, Melissa Data has applied the best possible care and made random checks to ensure correctness, completeness, and validity of data. How-

ever, it may be possible that data records may be incorrect, incomplete, or invalid. Melissa Data accepts no warranty in this regard.

- 5.3 The technology used by Melissa Data for the verification of address information use fault-tolerant methods and fuzzy-matching algorithms. They can lead to faulty corrections or suggestions even if the input data is correct. It may be possible that an address is corrected improperly (false positive) or that an address that would be correctable is not corrected (false negative). The services for address enhancement can be based on third party services, which are checked randomly by Melissa Data. The process of address enhancement or the underlying data may lead to incorrect or incomplete results. The Customer explicitly acknowledges this fact and accepts all resulting consequences by using the services described in § 2.
- 5.4 Melissa Data uses the services of a third party to monitor the availability of its systems. Melissa Data shall remedy defects in its technical systems as quickly as possible within the scope of existing technical and operational possibilities. The Customer agrees not to check the availability of the system himself by sending PINGs or empty requests. Further commitments regarding availability of the system beyond those mentioned in the price list require a separate written agreement.
- 5.5 Melissa Data will not be liable to licensee: in respect of any claim, demand, or action, irrespective of the nature of the cause of the claim, demand, or action alleging any loss, injury, or damages, direct or indirect, which may result from the use or possession of the data; or for any loss of profit, revenue, contracts, or savings, or any other direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use this information, any defect in the information, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Melissa Data has been advised of the possibility of such damages. Some states, territories, and countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply.

§ 6 Non-disclosure and passwords

- 6.1 The parties to this agreement agree not to disclose any information regarding this agreement including prices and the fact that this agreement exists.
- 6.2 Melissa Data provides the Customer with an account ID to access the Web Services. The Customer acknowledges that others who gain access to this information may use the Melissa Data system. Therefore, the Customer will keep this information confidential and only allow access to those employees, contractors, or agents who need to know about this agreement or need to use the system according to this agreement.

- 6.3 Melissa Data offers SSL access to its Web Services in order to ensure that the account ID are transmitted securely. If the Customer does not use SSL encryption, they bear all resulting risks.

§ 7 Liability

- 7.1 Subject to England's Statutory law, Melissa Data shall only be liable for breaches of contractual and non-contractual obligations where such breaches are direct result of intentional or negligent conduct of its employees or agents. In the event of willful violation or gross negligence on Melissa Data's behalf, Melissa Data shall be liable for damages. Where the loss or damage incurred by the Customer results from negligence on the part of Melissa Data to observe a contractual obligation, Melissa Data shall be liable where the breach is significant. The amount of liability shall be limited to the type of loss or damage which typically arises under contracts of this type and which Melissa Data could reasonably be expected to have anticipated due to the known circumstances at the time of concluding the contract.
- 7.2 The liability of Melissa Data to the Customer or any third party arising from the license or use of the Web Services or the provision of technical support, installation, training, or other services in connection therewith, however caused, and on any theory of liability, including contract, strict liability, negligence, or other tort, shall not exceed the amount paid for the Web Services concerned. In no event will Melissa Data or its licensors or resellers be liable for any indirect, incidental, special, or consequential damages, including damages for loss of profits, revenue, data, or data use, even if advised of the possibility of such damages. These limitations will apply notwithstanding the failure of the essential purpose of any remedy.

Customers are expected to follow frequent and appropriate backup routines to protect against loss of their data. Melissa Data shall not be liable for any loss of data delivered to Melissa Data or processed through the Web Services.

§ 8 Termination

- 8.1 Melissa Data may terminate this agreement after prior notice at any time if the Customer violates any clause of this agreement, including but not restricted to if the Customer is late with a payment.
- 8.2 Transactions made available to the Customer for demonstration and testing purposes can be withdrawn or locked by Melissa Data without warning, with immediate effect, and at any given time.

§ 9 Data Protection and third party rights

- 9.1 In the event of Melissa Data temporarily storing personal data, this shall be done solely in the necessary quantity and period required in order to perform the contractual requirements and to prove performance of the contractual requirements. By sending any personal data to the Web Services, Customer confirms to Melissa Data that permission to process that personal

data has been given by the data subject and Customer acknowledges the responsibility to obtain such permission remains entirely with Customer.

9.2 The parties shall observe the provisions of the UK Data Protection Act and the European General Data Protection Regulation (EU GDPR) if applicable, and one or more addresses from the European Union were processed via the Melissa Data Web Services, or if personal data of European Union citizens were processed by the Customer. Databases used for address enhancements or correction may be subject to separate data protection clauses.

9.3 The responsibility for the permissibility of the processing and use as well as the protection of the rights of the persons affected by the processing of the personal data remain with the customer. Melissa Data supports the customer, within the scope of the technical possibilities, in the implementation of the rights of the persons concerned in accordance with chapter III of the GDPR, in particular with regard to rectification, blocking and deletion, notification and provision of information.

§ 10 Final clauses

10.1 The agreement contains any and all agreements made by the parties; supplemental agreements have not been made. This Agreement can be agreed to by signing an order form or by the usage of the Web Services.

10.2 Any and all amendments and additions to this agreement require the written form. This also applies to a waiver of this clause.

10.3 Should one or more of the provisions of this agreement be or become invalid, all other terms and conditions shall remain in full force and effect. The invalid provision shall be replaced with one that meets as closely as possible the original intent of the invalid provision.

10.4 The contractual relationship between the parties shall be governed by the law of England & Wales to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

10.5 The place of jurisdiction, given that the Customer is a business, for all disputes arising from or in connection with this agreement is London, England.