

## AUTOADDRESS TERMS & CONDITIONS FOR LICENSED PRODUCTS

These T&Cs are entered into between BIZMAPS LIMITED, (trading as “**AUTOADDRESS**”) a limited liability company incorporated in Ireland (registered no. 327069), whose registered office is Ground Floor, 89-94 Capel Street, Dublin 1, D01 H0C2, Ireland (“**AUTOADDRESS**”, “**We**”, “**Our**,” or “**Us**”); and the entity or person who agrees to these T&Cs (the “**Customer**”, “**you**” or “**your**”).

AUTOADDRESS licences the Licensed Products on the terms and conditions set out in these T&Cs. By clicking “I agree”, you agree to the terms and conditions set out in these T&Cs and any other terms or conditions notified to you in respect of the Licensed Products. Your right to use the Licensed Products is expressly conditioned upon your acceptance of these T&Cs. If you are using the Licensed Products on behalf of your company, you represent and warrant that you are duly authorised by your organisation to enter into these T&Cs on its behalf. If you do not have this authority or if you do not agree to all of the terms below, you must not use the Licensed Products. You must be at least 18 years old and possess the legal authority to form legally binding contracts under applicable law to use the Licensed Products. You further acknowledge and agree that any consulting or professional development services will be governed by the terms and conditions set out in these T&Cs in addition to any additional terms and conditions notified to you in respect of such additional services which We have agreed to provide to you.

You acknowledge and agree that you are responsible for compliance with these T&Cs, including the Acceptable Use Policy, by all users of the Licensed Products.

### TERMS:

The parties agree as follows:

#### 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In these T&Cs, the following expressions have the following meanings:

“**Balance**” has the meaning given to it in clause 2.5 below.

“**Business Hours**” means 9am to 5pm Irish Standard Time on days where banks are normally open for business in the Republic of Ireland.

“**Commencement Date**” means the date AUTOADDRESS makes the Licensed Products available to you.

“**Confidential Information**” shall include, but is not limited to: (i) Licensed Products; (ii) these T&Cs; (iii) customer and prospect lists, existing agreements with vendors and business partners; (iv) pricing proposals, financial and other business information, data and plans; (v) research and development information; (vi) formulae, methods, know-how, processes, designs, performance tests, product evaluations, computer software, bug fixes and reported problems with the Licensed Products; (vii) information concerning the customers and potential customers of either party; and (viii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential.

“**Controller**”, “**Processor**”, and “**Processing**” shall have the meaning set out in Data Protection Law.

“**Data Protection Law**” means all applicable data protection laws and regulations relating to data protection and privacy which applies to the respective party under these T&Cs, including without limitation the General Data Protection Regulation (Regulation (EU) 2016/679) (the “**GDPR**”) including any statutory instruments and regulations that may be made pursuant thereto from time to time, the California Consumer Privacy Act of 2018 and the UK Data Protection Act 2018, in each case as may be amended, repealed, consolidated, extended, re-enacted or replaced from time to time.

“**Documentation**” shall mean the current technical and user documentation for the Licensed Products which may be modified from time-to-time to incorporate modifications.

“**Fee(s)**” means the charges payable by you in respect of your use of the Licensed Products and/or Services.

“**Intellectual Property Rights**” all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how (including formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions), registered trademarks, comparable marks (EU), registered designs (including re-registered Irish designs), utility models, unregistered design rights (including continuing unregistered designs and supplementary unregistered designs), unregistered trademarks, goodwill and rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in Ireland and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

“**Licensed Data**” means third-party licensed data and including but not limited to postal, census, geographic, demographic, and other data including customer provided data accessed by you under the terms of these T&Cs.

“**Licensed Products**” mean the Licensed Data, the Web Service and any AUTOADDRESS web service or third-party web service utilised in the provision of Services.

“**Output**” means a successful single search, click, check or any other means of obtaining output material from the Licensed Products in accordance with the Subscription Form.

“**Personal Data**” means any information relating to an identified or identifiable individual under applicable Data Protection Law.

“**Services**” means any and all services provided or made available by AUTOADDRESS to you in accordance with any Subscription Form and/or the terms of these T&Cs which shall include the Licensed Products, the Licensed Data and the Web Service.

“**Subscription Form**” means an order page or user interface pursuant to which you agree to procure the use of the Licensed Products which has been accepted by AUTOADDRESS.

“**Term**” means the Initial Term and each and every Renewal Term.

“**T&Cs**” means these t&cs, including their recitals and schedules and any other documents referred to herein.

“**Permitted User**” means an individual user whom you make the Licensed Products available and may include, but is not limited to, your employees, consultants, external users, contractors, or customers.

“**Web Service**” means the services hosted by AUTOADDRESS and provided to you via an Application Programming Interface (“**API**”).

## 1.2 **Interpretation.** In these T&Cs:

- 1.2.1 Unless the context otherwise requires, reference to a recital, article, paragraph, provision, clause or schedule is to a recital, article, paragraph, provision, clause or schedule of or to these T&Cs.
- 1.2.2 The headings in these T&Cs are inserted for convenience only and do not affect its construction.
- 1.2.3 The expressions “include”, “includes”, “including”, “in particular” and similar expressions shall be construed without limitation.

## 2 LICENCE

- 2.1 **Grant of Licence.** In consideration of payment of the Fees and subject to terms and conditions set out in these T&Cs, AUTOADDRESS hereby grants to you, for the Term, a limited, non-exclusive and non-transferable, non-sublicensable licence to access the Licensed Products through the URL provided by AUTOADDRESS to you, or such other URL as identified by AUTOADDRESS from time to time and solely for your internal business purposes as permitted in these T&Cs ("**Authorised Purpose**"). Subject to the limited rights expressly granted above, AUTOADDRESS and its licensors or suppliers reserve all right, title and interest in and to the Licensed Products, its underlying technology and all intellectual property and proprietary rights therein. No direct access to server hardware, operating system, database management system or other system resources shall be provided. AUTOADDRESS may terminate access to the Licensed Products if AUTOADDRESS, in its sole discretion, determines that you have exceeded authorized access to the Licensed Products or have taken any action that would be considered a violation of these T&Cs or the terms of any schedule or statement of work entered into by the parties.
- 2.2 **Permitted Users.** You will procure that Permitted Users use the Licensed Products only in compliance with these T&Cs, applicable law and the Acceptable Use Policy.
- 2.3 **Term.** Unless otherwise stated in the Subscription Form, the Licensed Products are sold on a subscription basis. The initial term of the licence granted under these T&Cs shall be for the fixed term as set out in the Subscription Form which shall commence from the Commencement Date (the "**Initial Term**"). Upon expiration of the Initial Term or a Renewal Term, your subscription to the Licensed Products shall automatically renew for an additional term equal to the period of the previous term of the T&Cs at AUTOADDRESS's then current rates and terms (each a "**Renewal Term**") unless you cancel your subscription through the account centre before the end of any Term.
- 2.4 **Free Trial.** AUTOADDRESS may make the Licensed Products available to you free of charge on a trial basis (the "**Free Trial**"). The Free Trial is available only once per customer. During the Free Trial you will be given free credit so that you have a positive Balance ("**Free Credit**"). For example, we may give you 150 credits once you sign up for a Free Trial. The Free Credit amount may vary from time to time and shall be given at the sole discretion of AUTOADDRESS. The Free Trial commences upon signing up to the Free Trial and shall terminate following the use of all the Free Credit or 14 days after signing up to the Free Trial, whichever is earlier (the "**Free Trial Period**"). The Free Credit may only be used during the Free Trial Period and is non-transferrable. The terms and conditions set out in these T&Cs will govern the Free Trial Period. You acknowledge and agree that during the Free Trial Period, the Services and/or Licensed Products may be limited, in particular, in respect of the Balance made available to you. AUTOADDRESS shall, in its sole discretion, determine the scope of Services and/or Licensed Products made available to you during the Free Trial Period, and you acknowledge and agree that AUTOADDRESS shall not be liable to you in respect of any Free Trial Period. AUTOADDRESS's current rates and terms as set out above in clause 2.3 shall apply from the Commencement Date.
- 2.5 **Balance.** You acknowledge and agree that you must maintain a positive balance (above zero), such balance being either a credit balance or monetary balance, to continue to access and use the Licensed Products (the "**Balance**"). In particular, you acknowledge and agree that for each Output a credit is deducted from your Balance. For annual subscriptions, the Balance purchased shall expire 12 months after purchase. For monthly subscriptions, the Balance purchased shall expire 1 month after purchase. For the avoidance of doubt any Balance that has not been used by the end of the Initial Term or by the end of any relevant Renewal Term will expire and will not be redeemable or refundable. For the avoidance of doubt, your Balance at the end of any Initial Term or Renewal Term shall expire and any such remaining Balance will not transfer over to any subsequent Renewal Term. During the Free Trial Period, you acknowledge and agree that you will be given a limited Balance for use during the Free Trial Period. Such limited balance will expire after the end of the Free Trial Period and any remaining Balance will not transfer over to the Term of any subsequent subscription by you.

- 2.6 **Scope of Use.** You agree that use of the Licensed Products is restricted to your use for the purpose of processing your data for normal business purposes only. Use for any other purpose is subject to the prior written consent of AUTOADDRESS, which may be provided at AUTOADDRESS' sole discretion, and you acknowledge that additional fees may be payable on AUTOADDRESS's approval of a change of use.

The licence granted at clause 2.1 is subject to the following obligations and restrictions:

- 2.6.1 you will not copy or reproduce in any way the whole or any part of the Licensed Products;
- 2.6.2 save to the extent set permitted by the Authorised Purpose, you will not modify, alter, adapt, make error corrections to or in any way interfere with the Licensed Products or attempt to do any of these things;
- 2.6.3 save to the extent expressly permitted by law, you will not decompile, reverse engineer, decode or disassemble the Licensed Products or translate them into any other computer language or attempt to do any of these things;
- 2.6.4 you will not remove or alter any copyright notices or similar proprietary devices, including any electronic watermarks or other identifiers, that may be incorporated in the Licensed Products.
- 2.6.5 you will not, without the prior written consent of AUTOADDRESS, use the Licensed Products for a purpose other than the purpose permitted under these T&Cs;
- 2.6.6 you will not attempt to ascertain or list the source programs or source code relating to the Licensed Products over and above what has been disclosed to you;
- 2.6.7 you will notify AUTOADDRESS as soon as you become aware of any unauthorised use of the Licensed Products by any person.
- 2.7 **No Sub-licence.** Without prejudice to clause 2.2 you may not sub-licence the licence granted under these T&Cs or allow the Licensed Products to become the subject of any charge, lien or encumbrance, without the prior written consent of AUTOADDRESS.
- 2.8 **Third Party Licences.** To the extent that elements of the Licensed Products and/or Services incorporate data, which is owned by a third party, you may be required to enter into a direct licence agreement with that third party and the terms of use of that data shall be governed by the provisions of that third party agreement ("**Third Party Licence**"). You:
- 2.8.1 agree to enter into any such Third Party Licence before or upon installation of the relevant third party data ("**Third Party Data**") and, if you enter into a Third Party Licence, clause 10 will not apply to the Third Party Data which is the subject of that Third Party Licence and AUTOADDRESS will be under no obligation and have no liability under clause 7 in respect of that Third Party Data; and
- 2.8.2 undertake to comply with the terms of all Third-Party Licences.

A failure to enter into any Third-Party Licence and/or a breach of any Third Party Licence by you will constitute a material breach of these T&Cs. In the event and to the extent only of any conflict or inconsistency between any Third-Party Licence terms and these T&Cs, the terms of these T&Cs will take precedence.

- 2.9 **Your obligations.** You shall be solely responsible for maintaining the computer, operating system and related software and any data or files, other than data or files owned and provided by AUTOADDRESS, including maintaining a back-up copy of your data or files. You shall also be responsible for having trained and qualified personnel utilise the Licensed Products. You shall promptly notify AUTOADDRESS of any unauthorised use of the Licensed Products of which you become aware.

2.9.1 You agree to abide by all applicable national and international laws in connection with the use of the Licensed Products, including those related to data protection, privacy, international communications, and the transmission of technical or personal data.

2.9.2 You shall as soon as reasonably practicable notify AUTOADDRESS if you become aware of any use of the Licensed Products other than in accordance with these T&Cs and all applicable laws, rules, and regulations. Without limiting the generality of the foregoing, you shall not, and shall as soon as reasonably practicable notify AUTOADDRESS if you become aware of any third party that does or attempts to:

- (i) de-compile or reverse engineer the Licensed Products;
- (ii) sell, re-licence, distribute or commercially exploit the Licensed Products;
- (iii) except as expressly permitted by these T&Cs, make the Licensed Products available through any means or media without the prior written approval of AUTOADDRESS;
- (iv) except as expressly permitted by these T&Cs, copy, modify, publish, transmit, participate in the licence or re-licence, transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit the Licensed Products, in whole or in part, without the prior written consent of AUTOADDRESS; and
- (v) engage in any activity that interferes with or disrupts the Licensed Products (or the servers and networks connected to the Licensed Products).

2.9.3 You will have in place and maintain adequate and appropriate security measures to safeguard the Licensed Products from access or use by unauthorised persons.

2.10 **Acceptable Use Policy.** You agree to be bound by the Acceptable Use Policy, as detailed in clause 12.

### 3 SERVICES

3.1 **Services.** Subject to payment of the applicable Fees, AUTOADDRESS will provide the Services to you pursuant to these T&Cs, the applicable Subscription Form(s) and any applicable Documentation.

3.2 **Additional Services.** During the Term, AUTOADDRESS may make additional services available to you at its sole discretion ("**Additional Services**"). These T&Cs will apply to all Additional Services that AUTOADDRESS agrees to provide to you. The termination of these T&Cs shall automatically terminate the provision of any Additional Services.

3.3 **Changes to the Services.** You acknowledge that the features and functions of the Services may change over time. Where there are changes to the Services, we shall use commercially reasonable endeavours to not materially decrease the overall functionality of the Services. AUTOADDRESS shall use commercially reasonable efforts to notify you at least thirty (30) days prior to implementation of any material changes to the Services which will have a material impact on the overall functionality of the Services ("**Change Notice**"). If you do not agree to any such material changes you may, within 10 days of receipt of Change Notice, terminate these T&Cs by providing us at least 10 days' written notice.

### 4 ACCOUNT

4.1 **Member Account, Password and Security.** If any of the Services require you to open an account you agree to complete the sign-up process by providing us with current, complete and accurate information as prompted by the applicable registration form (the

“**Account**”). Your Account will be created once you complete the registration form in accordance with the instructions provided.

- 4.1.1 You represent and undertake that all required information you submit is truthful and accurate and you will maintain the accuracy of such information.
- 4.1.2 You will not allow your Account to be used by any other unregistered user unless it has been reassigned to another individual and that individual expressly agrees to be bound by these T&Cs.
- 4.1.3 You shall keep a secure password for use of the Account, and you shall keep such password confidential.
- 4.1.4 You are responsible for any and all activity that occurs in respect of your Account and all activities that are undertaken by all users associated with your Account.
- 4.1.5 AUTOADDRESS, its licensors and/or its agents are not liable for any costs, expenses, liabilities, losses or damages caused by your failure to maintain the confidentiality of your user IDs and passwords.
- 4.1.6 AUTOADDRESS reserves the right, without liability to you, to disable your access to your Account or to any material in respect of the Services if you are and/or AUTOADDRESS suspects that you are failing to comply with any of the provisions of these T&Cs or any actual or suspected illegal or improper use of the Licensed Products and/or the Services as a result of any breach of the provisions of these T&Cs.
- 4.1.7 If you know or suspect that anyone other than you knows your user ID and password, you must promptly notify us at [support@autoaddress.com](mailto:support@autoaddress.com).
- 4.1.8 You agree that authorized AUTOADDRESS support personnel may access the Account as required to diagnose and resolve technical issues.
- 4.1.9 Without prejudice to AUTOADDRESS’s other rights and remedies, if any unauthorised use is made of the Services by you or, due to your act, omission or default, by any other person, you will immediately be liable to pay AUTOADDRESS an amount equal to the charges which AUTOADDRESS would have levied had AUTOADDRESS authorised the grant of a licence for such unauthorised use at the beginning of the period of such unauthorised use.

## 5 DOCUMENTATION

- 5.1 **Documentation.** You will use any Documentation provided by AUTOADDRESS for the sole purpose of using the Services in accordance with the terms and conditions of these T&Cs only and will not permit any other person to use the Documentation in any other way whatsoever. You will not copy or reproduce in any way the Documentation or any part of it. The Documentation is provided for general information purposes only and it is not tailored or bespoke to your circumstances.

## 6 FEES

- 6.1 **Fees.** You shall pay to AUTOADDRESS the Fees in advance of each and every Term. You acknowledge and agree that the Licensed Products will not be made available to you if the Fee has not been paid in advance of the Term.
- 6.2 **Payment and Auto-Renewal.** You will provide AUTOADDRESS with valid and updated credit card information and you authorise AUTOADDRESS to charge such credit card for the Licensed Products and/or Services listed in the Subscription Form. You authorise AUTOADDRESS to charge you automatically on the first day of the Initial Term, and on the first day of each Renewal Term, unless either party provides the other party with written notice of its intent not to renew in accordance with clause 2.3. AUTOADDRESS may suspend or terminate the Services if the Fees are not paid by the due date specified in the relevant Subscription Form.

- 6.3 **No Refunds.** Fees are non-refundable except as required by law or as otherwise specifically permitted in these T&Cs.
- 6.4 **VAT and Sales Taxes.** Unless expressly quoted as including VAT and/or sales tax, all prices are exclusive of any applicable taxes, levies, duties or similar exactions including value added tax, sales tax or any other government taxes or duties which, if applicable, shall be paid by you. You will pay all taxes associated with the Services provided under these T&Cs.
- 6.5 **Due Date.** If the Subscription Form specifies that payment will be by a method other than credit card, AUTOADDRESS will invoice you in advance and otherwise in accordance with the relevant Subscription Form. If you fail to make any payment due to AUTOADDRESS under these T&Cs on or before the due date, all invoices issued on or prior to the date on which that payment becomes overdue, will immediately become due and payable.

## 7 UPDATES

- 7.1 In the event of any updates, you will be entitled to receive all reasonably necessary technical support from AUTOADDRESS for you to be able to continue using the Services, provided your systems allow AUTOADDRESS reasonable ability to do so. This clause 7.1 shall not apply to the Free Trial Period.
- 7.2 For the avoidance of doubt, if you choose to upgrade the Services (as applicable) you shall pay the applicable additional fees for any such upgrade.

## 8 SERVICE LEVELS

- 8.1 Where you have agreed to pay for, and AUTOADDRESS has agreed in writing to provide, separate service levels, such separate service levels shall be set out in a separate Premium Service Level Agreement for Licensed Products.
- 8.2 Where you have not purchased the additional service levels set out in clause 8.1 above, the Licensed Products shall be provided on an "as is" and "as available" basis.
- 8.3 AUTOADDRESS provides a live status page <https://status.Autoaddress.com> where service issues are logged.

## 9 INTELLECTUAL PROPERTY

- 9.1 You acknowledge that all Intellectual Property Rights in and relating to the Services, the Documentation and Confidential Information shall belong to AUTOADDRESS or to a third party which has licensed same to AUTOADDRESS. Except for the express licence granted herein, all right, title and interest in and to any intellectual property owned, created or independently developed by AUTOADDRESS or its licensors and any derivative work, customisation, modification or enhancement thereof, whether developed prior to, during or after these T&Cs will remain solely with AUTOADDRESS and its licensors. AUTOADDRESS grants no implied licences under these T&Cs.
- 9.2 AUTOADDRESS confirms that it has all the rights in relation to the Licensed Products that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these T&Cs.
- 9.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of these T&Cs for the purpose of providing the Services to you.
- 9.4 You may provide suggestions, comments or other feedback relating to the Services. Your feedback, even if designated as confidential, shall not, absent a separate written agreement, create any confidentiality obligation for AUTOADDRESS and its licensors. AUTOADDRESS and its licensors shall be free to use, disclose, reproduce, licence or otherwise distribute and exploit such feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

9.5 **Infringement Claims.** AUTOADDRESS shall defend you or, at its option, settle any infringement claim or action brought against you alleging that the possession, use, development, modification or maintenance of the Licensed Products (or any part thereof) in accordance with the terms of these T&Cs infringes the Irish Intellectual Property Rights of a third party (an "**Infringement Claim**") provided that:

9.5.1 you fully and promptly notify AUTOADDRESS of any Infringement Claim, or threatened Infringement Claim in writing (stating in reasonable detail the nature of the claim or action or matter and, if practicable, the amount claimed) and consult with AUTOADDRESS in respect of that claim or action or matter that may give rise to a claim or action; and

9.5.2 the Infringement Claim is not caused or exacerbated by:

- (i) any modification to the Licensed Products made by any person other than AUTOADDRESS.
- (ii) any breach of these T&Cs by you;
- (iii) any use of the Licensed Products which is made after commencement of the claim or action or (if earlier) you are becoming aware of the alleged infringement;
- (iv) use of the Licensed Products in combination with hardware or software other than the that which is approved by AUTOADDRESS.
- (v) actions taken by AUTOADDRESS at the request of you; and
- (vi) use of the Licensed Products in a manner for which it was not designed.

For the avoidance of doubt, this clause 9.5 shall not apply where the Infringement Claim in question arises from the possession, use, development, modification or maintenance of the Licensed Products (or any part) by you other than in accordance with the terms of these T&Cs or use of a non-current release of the Licensed Products.

9.6 **AUTOADDRESS's Right to Modify.** If any Infringement Claim is made, or in AUTOADDRESS's reasonable opinion is likely to be made, against you, AUTOADDRESS may at its sole option and expense:

9.6.1 procure for you the right to continue using the Licensed Products (or any part) in accordance with the terms of these T&Cs;

9.6.2 modify the Licensed Products (or any part thereof) so that it ceases to be infringing;  
or

9.6.3 replace the Licensed Products (or any part thereof) with non-infringing products and applications.

9.7 **Your Indemnities.** You will indemnify AUTOADDRESS against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that AUTOADDRESS does or will incur or suffer, all claims or proceedings made, brought or threatened against AUTOADDRESS by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses AUTOADDRESS does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with:

- (i) any failure by you to enter into or any breach by you of any of your obligations under any Third-Party Licence (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations); or



- (ii) you and/or any of your Permitted Users' violation of the terms or applicable law which infringes or violates any third-party rights, including, without limitation, third party intellectual property rights.

## 10 WARRANTIES

- 10.1 To the fullest extent permitted by applicable law, AUTOADDRESS hereby expressly excludes all conditions, warranties, guarantees and other terms which might otherwise be implied by statute, common law or the law of equity including, without limitation, the warranties of merchantability, fitness for a particular purpose, quiet enjoyment, use of reasonable care and skill and non-infringement of proprietary rights. Without limiting the foregoing, AUTOADDRESS does not warrant that the Services free from errors or that defects will be corrected, or you will be able to access and use the Services on a secure basis or without problems or interruptions. AUTOADDRESS does not represent or warrant, expressly or impliedly, the quality, accuracy, completeness, currency, or reliability of the Services or of any information or content on the Licensed Products including the Documentation. Except as otherwise provided under these T&Cs, the Services, Licensed Products and Documentation are made available to you on an "as is" basis.
- 10.2 **Third Party Software.** In no event shall AUTOADDRESS, its affiliates, suppliers or licensors, nor any other party be liable for any loss or damages arising out of or in connection with any products and/or services provided by third parties, including any Third-Party Licences.
- 10.3 **Third Party Services.** AUTOADDRESS Services may contain links to or allow you or the Permitted Users to connect and use, certain third-party products, services, or software ("**Third-Party Services**" and each a "**Third-Party Service**") in conjunction with your use of the Licensed Products. To take advantage of these features, Permitted Users may be required to sign up or log into such Third-Party Service or their respective websites or applications. You acknowledge that any use of such Third-Party Service is governed solely by the terms and conditions and privacy policy of such Third-Party Service, and that AUTOADDRESS does not endorse, is not liable for, and makes no representations as to any Third-Party Service, its content, or the manner in which such Third-Party Service uses, stores, or processes any data. Certain features of certain AUTOADDRESS Services may depend on the availability of these Third-Party Service and the features and functionality they make available to us. AUTOADDRESS does not control Third-Party Service features and functionality, which may change without notice to AUTOADDRESS or you. If any Third-Party Service stops providing access to such features and functionality on reasonable terms, as determined by AUTOADDRESS in its sole discretion, AUTOADDRESS may stop providing access to certain features and functionality of the Services. AUTOADDRESS will not be liable to you for any refunds or any damage or loss arising from or in connection with any such change made by a Third-Party Service or any resulting change to the Services. You and Permitted Users irrevocably waive any claims against AUTOADDRESS with respect to any Third-Party Service.
- 10.4 **Viruses.** We do not guarantee that our Services will be secure or free from bugs or viruses.
- You are responsible for configuring your information technology, computer programmes and platform to access our Services. You should use your own virus protection software.
- You must not knowingly or recklessly introduce to our Services, or use our Services to transmit, any application, material or ware (such as viruses, spyware, malware or adware) which are malicious or harmful.
- 10.5 **Limitation of Liability.** The total liability of AUTOADDRESS, whether in contract, tort or otherwise and whether in connection with these T&Cs or any collateral contract, shall in no circumstances exceed the amounts paid by you to AUTOADDRESS for the Services giving rise to the liability in the twelve (12) month period from when the issue first arose.

- 10.5.1 In no event shall AUTOADDRESS nor any of its officers or other representatives be liable for any loss, claims or damages arising out of or in connection with the unauthorised use of the Services or acts of abuse, or misuse, or inability to use the Services, by you.
- 10.5.2 Notwithstanding any other term of these T&Cs AUTOADDRESS will not be in breach of these T&Cs to the extent its failure to perform or delay or defect in performance of its obligations under these T&Cs arises as a result of:
- (i) any breach by you of your obligations contained in these T&Cs;
  - (ii) AUTOADDRESS relying on any incomplete or inaccurate data provided by you or a third party; or
  - (iii) AUTOADDRESS complying with any instruction or request by you or one of your employees.
- 10.6 **Consequential Loss Etc.** Notwithstanding anything to the contrary in these T&Cs, AUTOADDRESS shall not be liable to you by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of these T&Cs, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by its negligence of the respective parties, or that if its employees or agents or otherwise, even if advised of the possibility of such damages.
- 10.7 **Non-Excludable Liability.** Nothing in these T&Cs shall exclude or limit the liability of AUTOADDRESS for death or personal injury resulting from the negligence of AUTOADDRESS or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited.

## 11 TERM AND TERMINATION

- 11.1 **Term.** These T&Cs will commence on the Commencement Date and will continue until the earlier of: (i) the end of all subscriptions to the Licensed Products and/or Services; or (ii) the termination of the T&Cs as set forth herein.
- 11.2 **Right to Terminate.** If you:
- 11.2.1 commit a material breach of these T&Cs which cannot be remedied; or
  - 11.2.2 commit a material breach of these T&Cs which can be remedied but you fail to remedy that breach within thirty (30) days' of a written notice setting out the breach and requiring it to be remedied being given by the other;
- AUTOADDRESS may terminate this Licence by giving not less than 30 days' written notice to that effect to the party in breach provided that the notice to terminate is given within 6 months from the date of the material breach occurring or the party terminating these T&Cs becoming aware of it, whichever is the later.
- 11.3 A material breach can be remedied if the other can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.
- 11.4 Clause 11.2 will not apply to any failure by you to make any payment due to AUTOADDRESS under these T&Cs on or before the due date. Clause 11.5 will apply instead to any such failure.
- 11.5 AUTOADDRESS may terminate these T&Cs immediately if you fail to pay the Fees by the due date and, within 30 days' receipt of notice from AUTOADDRESS, fail to pay AUTOADDRESS all such outstanding Fees due under these T&Cs.

- 11.6 The right of termination set out in clause 11.2 will not arise in respect of any failure to make payment of any sum if such sum is and remains the subject of a bona fide dispute (where any sum which is not part of the bona fide dispute has been paid in accordance with these T&Cs) unless AUTOADDRESS has reasonable concerns regarding your financial standing, in which case this clause 11.6 will not apply.
- 11.7 Either party may terminate these T&Cs immediately by giving written notice to that effect to the other party if:
- 11.7.1 the other is deemed to be unable to pay its debts within the meaning of section 570 of the Companies Act 2014 (or the equivalent in any other jurisdiction), is unable to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or composition with its creditors;
- 11.7.2 the other ceases carrying on, threatens to cease carrying on, or disposes of its business or a material part of its business.
- 11.7.3 the other takes any corporate action or other steps are taken or legal proceedings are started for its winding up, dissolution, examinership or reorganisation or for the appointment of a liquidator, receiver, examiner, conservator, custodian, trustee or similar officer in any jurisdiction of it or of any or all of its revenues and assets; or
- 11.7.4 any execution or distress is levied against, or an encumbrancer takes possession of, the whole or any part of, the property, undertakings or assets of the other or any event occurs which under the laws of any jurisdiction has a similar or analogous effect.
- 11.8 The parties acknowledge and agree that if, at any time, AUTOADDRESS is entitled to exercise more than one right of termination under these T&Cs, AUTOADDRESS may, at its sole discretion, elect which (if any) termination right it wishes to exercise. For the avoidance of doubt, if these T&Cs provide that there is a remedy period before a right of termination can be exercised and the party in breach remedies the relevant breach after expiry of that remedy period, the other party will be entitled to exercise the right of termination notwithstanding such remedy.
- 11.9 AUTOADDRESS's rights of termination set out in these T&Cs are in addition to and not in substitution for any rights of termination which may exist at common law.
- 11.10 **No Effect on Other Rights.** Termination by either party in accordance with the terms of these T&Cs shall not affect any other rights or remedies of that party accrued prior to termination.
- 11.11 **Consequences of Termination.** On termination for any reason:
- 11.11.1 all licences granted to you under these T&Cs shall cease;
- 11.11.2 you shall cease all activities authorised by these T&Cs;
- 11.11.3 you shall immediately pay to AUTOADDRESS any sums due to AUTOADDRESS under these T&Cs.

## 12 ACCEPTABLE USE POLICY

- 12.1 To use Licensed Products, you must comply at all times with the provisions of this clause 12 which sets out AUTOADDRESS' Acceptable Use Policy.
- 12.2 In relation to the Licensed Products, you warrant, respect and undertake that:
- 12.2.1 you shall not licence, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Licensed Products, whether in whole or in part, or any content displayed on the Licensed Products other than as permitted in these T&Cs;

- 12.2.2 You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Licensed Products;
- 12.2.3 you shall not access or view the Licensed Products in order to build a similar or competitive product, or service to the Licensed Products;
- 12.2.4 you shall not enter into fraudulent or deceptive interactions or transactions with AUTOADDRESS (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party);
- 12.2.5 you shall not use the Licensed Products in any way that is unlawful, fraudulent or deceptive, or has any unlawful, fraudulent or deceptive purpose or effect;
- 12.2.6 you shall not copy, reproduce, distribute, republish, download, display, post or transmit the whole or any part of the Licensed Products in any form or by any means, except as otherwise permitted in these T&Cs;
- 12.2.7 your use of the Licensed Products must at all times comply with all applicable laws, rules and regulations and be strictly in accordance with these T&Cs;
- 12.2.8 you shall display and retain all copyright and other proprietary notice on the Licensed Products (or on any content displayed on the Licensed Products) and such must be retained on all copies thereof;
- 12.2.9 you shall not use the Licensed Products to procure the sending of, any unsolicited or unauthorised advertising, promotional material, chain letters, mass mailings or any other form of similar solicitation (spam) or of any material that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing or in breach of proprietary rights, confidence, privacy or any other right, or is injurious to third parties;
- 12.2.10 you shall not attempt to gain unauthorised access to the Licensed Products, or any accounts, databases, computer systems, servers and networks connected to the Licensed Products and the server on which our Licensed Products is stored. You shall not attack the Licensed Products via a denial of service attack. You will not misuse the Licensed Products by knowingly or recklessly introducing viruses, trojans, worms, logic bombs, harmful data or other materials which is malicious or harmful. By breaching this provision, you may commit a criminal offence and AUTOADDRESS may report any such breach to the relevant law enforcement authorities, and it will co-operate with those authorities. In the event of such a breach, your right to use the Licensed Products will cease immediately.
- 12.2.11 you shall provide AUTOADDRESS with accurate and complete information and acknowledge that AUTOADDRESS's ability to deliver the Licensed Products is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to AUTOADDRESS. AUTOADDRESS shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or to provide such information;
- 12.2.12 you shall not access the Licensed Products through the use of any mechanism other than through the use of an authorised connection;
- 12.2.13 you shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Licensed Products and, in the event of any such unauthorised access or use, immediately without delay notify AUTOADDRESS in writing by email to [support@autoaddress.com](mailto:support@autoaddress.com);
- 12.2.14 Web Service requests must be initiated by people in real-time (e.g. through a website form) and not an automated process (e.g. batch script working through a database or automated load generation/test tools) without prior written authorisation from AUTOADDRESS; and

- 12.2.15 if users discover any instance that may post a security threat to the data, they must inform AUTOADDRESS immediately.
- 12.3 To ensure acceptable behaviour that conforms to Internet community standards, AUTOADDRESS will investigate suspected or alleged breaches of this policy, and in doing so we will endeavour to act reasonably and fairly at all times.
- 12.4 If user activity occurs which constitutes abuse of the service, or if you or any user does not comply with the Acceptable Use Policy terms set out in these T&Cs, AUTOADDRESS may take appropriate action to maintain the integrity of the service.
- 12.5 We reserve the right at our sole discretion, to take whatever measures we deem appropriate and proportionate to the breach. These measures may include a formal warning, suspending the Services or access to and use of the Licensed Products, terminating these T&Cs and/or charging an additional charge for our reasonable costs of investigating and dealing with the misuse. You shall comply with any measures taken by AUTOADDRESS.
- 12.6 Without limitation, users expressly authorise us to use their account data in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.
- 12.7 AUTOADDRESS retains the right to modify/and or remove user's access to statistical information, at any time without notice.

### **13 MISCELLANEOUS PROVISIONS**

#### **13.1 Confidentiality**

During the term of these T&Cs, you and AUTOADDRESS may have access to Confidential Information of the other party. Confidential Information shall be used solely for each party's performance under these T&Cs and the exercise of its rights hereunder and shall not be disclosed to any third party. Each party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information of the other party in strict confidence. AUTOADDRESS may, subject to the terms of these T&Cs, disclose your Confidential Information to any entity controlling, controlled by or under common control with AUTOADDRESS or a third party consultant or contractor assisting AUTOADDRESS with the performance of maintenance services or any of AUTOADDRESS's other obligations under these T&Cs. AUTOADDRESS shall require such third party consultant or contractor to agree in writing to confidentiality provisions at least as protective of confidential information as the provisions set out herein.

Confidential Information shall not include any information that the receiving party can establish: (i) is or subsequently becomes publicly available through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving party by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the receiving party without the use or benefit of the Confidential Information. Confidential Information may be disclosed under a court order, or a valid subpoena, to the extent counsel for the receiving party determines in its reasonable discretion that the disclosure of such Confidential Information is reasonably required and promptly notifies the disclosing party in writing of such determination and provides the disclosing party an opportunity to seek an appropriate protective order prior to disclosing such Confidential Information. In no event, shall the Services be excluded from treatment as Confidential Information under this clause 13.1.

AUTOADDRESS and/or you may be irreparably damaged if the obligations under this clause are not enforced and such party may not have an adequate remedy in the event of a breach by the other party of its obligations hereunder. The parties agree, therefore, that such party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened, or further breaches of the other party's obligations under this clause or any other appropriate equitable order or decree.

The provisions of this clause 13.1 shall survive the expiration or termination of these T&Cs.

**13.2 Compliance with Laws.** In addition to the obligations otherwise set out in these T&Cs, you shall comply with all laws, rules and regulations regarding the use of the Services. You shall indemnify, defend and hold AUTOADDRESS harmless from all claims, losses, costs and expenses arising out of or related to a breach by you of this clause.

**13.3 Data Protection.**

13.3.1 The parties shall comply with the provisions and obligations imposed by Data Protection Law for the processing of Personal Data.

13.3.2 AUTOADDRESS may from time to time process personal data as defined under Data Protection Law as data processor on the instruction of you as data controller. Where processing Personal Data as data processor on behalf of you, AUTOADDRESS shall:

- (i) Process Personal Data only in accordance with and for the purposes set out in these T&Cs;
- (ii) implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data Processed under these T&Cs in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data;
- (iii) ensure that persons authorised to Process Personal Data under these T&Cs are subject to obligations of confidentiality in relation to such Personal Data;
- (iv) taking into account the nature of the Processing, assist you on written request from you, including taking appropriate technical and organisational measures to respond to requests by Data Subjects, exercising their rights under Data Protection Law in respect of Personal Data Processed under these T&Cs, within a reasonable timescale;
- (v) on written request from you and taking into account the nature of Processing and the information available to AUTOADDRESS, provide reasonable assistance to you with your compliance obligations in respect of Personal Data Processed under these T&Cs pursuant to Articles 32 to 36 (inclusive) of the GDPR, at your cost;
- (vi) immediately inform you if, in its opinion, an instruction given or request made pursuant to these T&Cs infringes Data Protection Law;
- (vii) on termination or expiry of these T&Cs, AUTOADDRESS shall return or delete, at the election of you, all copies of Personal Data received and/or Processed by it under these T&Cs, to the extent technically possible, unless applicable law requires retention of the Personal Data;
- (viii) on written request from you, make available to you, at your cost, all information reasonably necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you; and
- (ix) notify you without undue delay upon becoming aware of a Personal Data breach and provide you with full details of the Personal Data breach.

- 13.3.3 You hereby warrant and represent that you have the authority of the data subject whose Personal Data you use in relation to the Services, and that you shall indemnify, defend and hold harmless AUTOADDRESS from and against any and all damages, losses, liabilities, penalties, fines, charges, costs and expenses of any kind or nature (including reasonable legal fees) arising directly or indirectly out of or relating to breach of any representation and/or warranty by you contained in this clause 13.3.3.
- 13.3.4 For the avoidance of doubt, AUTOADDRESS is not to process data on behalf of you for any other purpose other than that as is outlined in these T&Cs.
- 13.3.5 AUTOADDRESS is authorised to engage sub-processors to undertake processing on its behalf provided that it provides you with prior notice in writing containing details of the sub-processors that it engages and informs you of any intended changes concerning the addition or replacement of such sub-processors and provides you with reasonable opportunity to object to such changes.
- 13.3.6 Where any sub-processor of AUTOADDRESS will be processing such Personal Data on behalf of you, AUTOADDRESS shall ensure that a written contract exists between AUTOADDRESS and sub-processor containing clauses equivalent to those imposed on AUTOADDRESS in this clause. In the event that any sub-processor fails to meet its data protection obligations AUTOADDRESS shall remain fully liable to you for the performance of the sub-processors obligations.
- 13.3.7 You acknowledge and agree that we may transfer Personal Data outside the territory of the European Economic Area as necessary to provide the Services in accordance with these T&Cs, and in particular that Personal Data may be transferred to the United States, the United Kingdom and to any other jurisdictions where AUTOADDRESS and sub-processors have operations. Each party agrees that where Personal Data is transferred outside its country of origin, such transfers shall fully comply with applicable Data Protection Law (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors).
- 13.4 **Force Majeure.** Neither party shall be in breach of these T&Cs nor liable for delay in performing, or failure to perform, any of its obligations under these T&Cs if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 90 days, the party not affected may terminate these T&Cs by giving 10 days' written notice to the affected party.
- 13.5 **Notices.** Any notice or other communication whether required or permitted to be given under these T&Cs shall be given in writing and shall be deemed to have been duly given if delivered by hand to the addressee, sent by registered post to the addressee at the address set out for such party in these T&Cs or Subscription Form (or such other address as that party may from time to time designate in writing to the other parties in accordance with the provisions of this clause), or transmitted by electronic mail subject to verified receipt by the receiving party.
- 13.6 **Severability.** If any provision in these T&Cs is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of these T&Cs shall not be impaired or affected in any way.
- 13.7 **Parties Bound.** These T&Cs shall be binding upon and run for the benefit of the parties, their successors and permitted assigns.
- 13.8 **Entire Agreement.** These T&Cs, the Subscription Form and any documents referred to herein applicable to you constitute the entire agreement and understanding between the parties with respect to their subject matter, and except as expressly provided, supersede all prior representations, writings, negotiations or understandings with respect to that

subject matter. No modification of any provision of these T&Cs shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

- 13.9 **Reliance.** The parties acknowledge that these T&Cs have not been entered into wholly or partly in reliance on, nor has either party been given, any warranty statement, promise or representation by the other or on its behalf other than as expressly set out in these T&Cs.
- 13.10 **Further Assurance.** Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement these T&Cs.
- 13.11 **No Partnership or Agency.** Nothing in these T&Cs and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 13.12 **Waivers.** A failure to exercise or delay in exercising a right or remedy provided by these T&Cs or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these T&Cs or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 13.13 **Variations.** AUTOADDRESS reserves the right to amend, modify, update or substitute any of the provisions of these T&Cs at any time. Any such amendment, modification, update or substitution shall be notified to you by email and/or when you next login to the account centre. You have the right to withdraw from these T&Cs if you do not accept any amendments, modifications, updates or substitution of any of the provisions of these T&Cs and in such an event you must cease all access and use of the Licensed Products and the Services. By continuing to use the Services and the Licensed Products after AUTOADDRESS posts or otherwise notifies you of any changes, you accept and agree to the terms, as modified.
- 13.14 **No Assignment.** Neither party may assign or otherwise transfer these T&Cs or any applicable Subscription Form(s), in whole or in part, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld or delayed).
- 13.15 **Governing Law and Jurisdiction.** These T&Cs and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these T&Cs or its subject matter or formation (including non-contractual disputes or claims).