

## Subscription Service Specification (2023)

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When you agree to purchase a subscription from the Company your Agreement will be subject to these Subscription Service Specifications below (“Subscription Service Specifications”) and our General Terms and Conditions, together “the Agreement”.

### 1. DEFINITIONS

The definitions and rules of interpretation in this Services Specification shall be as set out in the General Terms and Conditions, unless otherwise stated below:

- 1.1 “**Renewal Date**” means the date at which your Subscription will be automatically renewed;
- 1.2 “**Subscription Services**” shall mean any subscription services requested by you and provided by Us; and
- 1.3 “**Subscription Fees**” means the fees that you shall pay to Us in as payment for Products and/or Services.
- 1.4 “**Subscription Term**” each term shall be twelve (12) months unless otherwise agreed between the Parties.

### 2. SCOPE OF THESE SUBSCRIPTION SERVICE SPECIFICATIONS

- 2.1 This Agreement applies to Subscription Services purchased by the Client and set out in the Order, in accordance with the Agreement.
- 2.2 The Client acknowledges that the Company uses published and licensed third party data sources and shall have no liability to the Client for the accuracy or integrity of such sources.

### 3. CLIENT WARRANTIES

- 3.1 The Client warrants that:
  - 3.1.1 it is authorised to instruct the Company to distribute the Subscription Services;
  - 3.1.2 the reproduction and/or distribution of the Subscription Services will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any third party or render the Company liable to any proceedings whatsoever;
  - 3.1.3 all details supplied by the Client in respect of the Subscription Services are accurate, complete and true and not misleading and all material submitted to the Company is legal, honest and truthful and is professionally relevant to the intended recipient in their current role and that it is not an attempt to engage the recipient in any private capacity for any reason;
  - 3.1.4 the intended use of the Subscription Services comply with the requirements of all relevant legislation and applicable regulations as amended from time to time in the United Kingdom and member states of the European Union;
  - 3.1.5 it shall not share any user accounts and / or credentials providing access to the Subscription Services either internally or externally with any third party;
  - 3.1.6 it shall be responsible for enabling their access to the Product and / or Services (via its email provider or such other method as to enable receipt of the Products and / or Services);
  - 3.1.7 it shall be responsible for any data that it uploads to any of the Products and / or Services; and

- 3.1.8 it is purchasing the Product and / or Services for reference purposes only and is expressly prohibited from using the Product and / or Services to create contact databases, list-building or any other purpose.

#### **4. SUBSCRIPTION SERVICE COMMUNICATIONS**

The Client acknowledges that the recipient email addresses held by the Company are business email addresses and that the named recipient has therefore not given consent to receive emails from the sender. As such, such email addresses shall only be used in accordance with good email practice guidelines and in accordance with the advice of the Information Commissioner.

#### **5. SUBSCRIPTION FEES**

- 5.1 In consideration of the Company providing the Subscription Services, the Client will pay the Subscription Fees in accordance with the Order and, where applicable, any relevant payment schedule.
- 5.2 If the Subscription Fee is not received when due, the Company reserves the right to not provide, or cease to provide, any or all of the Subscription Services.
- 5.3 Unless otherwise agreed between the Parties, where the Subscription Fee is payable in one instalment such payment will be due and payable immediately on the date specified on the Order and, where not specified, no later than 30 days from the date of the invoice.
- 5.4 Subscription Fees are chargeable on a per user basis. Any additional users added during the Subscription Term shall be charged at the rate set out on the Order on a pro-rata basis.
- 5.5 Where this Agreement auto-renews in accordance with clause 7.1, the Subscription Fees shall increase by an amount equal to the increase in the Consumer Price Index.

#### **6. POSTPONEMENT OR CANCELLATION OF THE SUBSCRIPTION SERVICES**

- 6.1 The Company shall have no obligation to refund all or part of the Subscription Fee in the event of the Client's postponement and/or cancellation of the Commencement Date for the provision of the Subscription Services.
- 6.2 In the case of the Company's postponement of the Commencement Date, the Client is deemed to accept the new Commencement Date.
- 6.3 In the event that the Client cancels part-way through a month, the provision of the Subscription Services will continue until the Renewal Date whereby the provision of the Subscription Services will cease. No refund of any Subscription Fee will be due.
- 6.4 The Subscription Services are non-transferable.

#### **7. SUBSCRIPTION TERM AND TERMINATION**

- 7.1 The Subscription Services will commence on the Commencement Date specified on the Order and will automatically renew at the end of the Subscription Term, unless terminated in writing by either Party in accordance with this Agreement.
- 7.2 The Client may terminate this Agreement by giving not less than 90 days' written notice to the Company. Such notice shall expire at the end of the Subscription Term or such renewal term.
- 7.3 The Company shall have the right to terminate this Agreement with immediate effect, with written notice, where the Client has not paid Subscription Fees by the Renewal Date.

#### **8. EFFECT OF TERMINATION**

- 8.1. On termination:

8.1.1. all files containing data (to include but not be limited to professional contact information and social media links) that has been downloaded during the course of the Term must be deleted in its entirety. For the avoidance of doubt, the Client is prohibited from making copies of such data for use after the Term; and

8.1.2. provide a signed statement that they have complied fully with their obligations under this Clause 8, if requested to do so by the Company.

For the avoidance of doubt, the Company shall have no obligation to update the data provided under the Subscription Service outside of the Term.