



STANNP.COM

TERMS OF SERVICE

1st May 2018



1 Definitions and interpretation

1.1 In this Agreement:

Agreement means the agreement between Stannp and the Customer comprising a Booking Form and these terms and conditions (as varied from time to time);

Booking Form means the form completed by the Customer (whether in hard copy or electronically via the website) including the Customer's name, an account number (as allocated by Stannp) and an account type, together with details relating to the Service being provided by Stannp, associated Charges and the Service Specification for such Service;

Charges means Stannp's charges for the provision of the Service (on a per Mailing Item basis), as published on the Website or set out in a Booking Form, and as may be varied or supplemented under the provisions of this Agreement;

Customer means the person entering into this Agreement as identified in the Booking Form;

Data Protection Legislation (i) until 25 May 2018, the Data Protection Act 1998 and thereafter, unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

[Stannp.com](https://stannp.com) Identity means the root password protected logon that allows the Customer access to the Service;

Indicator means the marks, impressions or other devices used by Stannp on each Mailing Item;

Intellectual Property means all patents, rights to inventions, copyright and related rights (including rights in computer software), trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.;

Mailing Profile means agreed parameters of each Mailing Item to be electronically conveyed by the Customer to Stannp as set out in a Booking Form and as may be varied or supplemented under the provisions of this Agreement;**Licensed Software** means the software



made available by Stannp to the Customer whether by web browser or downloadable print driver, for use by the Customer in conveying Mailing Items to Stannp;

Mailing Item means a letter or postcard as described in the Service Specification, which is electronically conveyed to Stannp in accordance with the requirements set out in the Service Specification and which is subsequently processed by Stannp under the Service;

Royal Mail means Royal Mail Group Ltd;

Scheme means the Post Office Inland Letter Post Scheme IL1/2000 (as amended from time to time) and any replacement or similar Scheme or Schemes (and any amendments thereto) relating to inland postal services made or deemed to have been made by Royal Mail from time to time under section 89 of the Postal Services Act 2000;

Service means the service provided by Stannp to the Customer as set out in the Service Specification;

Service Specification means the specification for the Service set out in a Booking Form;

Stannp means Stannp Ltd (company number 09086822) with its registered office at Unit 12, Taw Trade Park, Braunton Road, Barnstaple, Devon, EX31 1JZ; and

Website means the website giving the Customer access to the Service, the URL of which is www.Stannp.com (as may be updated from time to time).

1.2 In this Agreement (except where the context otherwise requires): (a) any reference to a clause is to the relevant clause of this Agreement; (b) the clause headings are included for convenience of reference only and shall not affect the interpretation of this Agreement; (c) use of the singular includes the plural and vice versa and use of any gender includes the other gender; (d) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of the foregoing words; and (f) reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

1.3 The Booking Form forms part of this Agreement and shall have effect as if set out in full in the main body of this Agreement and any reference to this Agreement includes the Booking Form. In the event of there being any conflict between the wording of the Booking Form and the main body of this Agreement, the Booking Form shall prevail.

1.4 The provisions of the Scheme insofar as not inconsistent with this Agreement are hereby incorporated into this Agreement. The Customer shall be deemed to be the “sender” for the

2 The Service



Purposes of the Scheme and for the purpose of the Scheme any reference in the Scheme to Royal Mail or the Post Office shall be read as including (where the context permits) a reference to Stannp.

2.1 The Service Specification shall be as set out in the Booking Form. Where Stannp is providing the Service on a country by country basis, the parties may add additional countries to the Booking Form from time to time and the Charges shall be varied accordingly.

2.2 The Customer shall submit the Mailing Items to Stannp in accordance with this Agreement, in particular clause 3. The Customer shall ensure that each Mailing Item that it electronically conveys to Stannp conforms to the requirements set out in the Service Specification and where applicable, the Mailing Profile.

2.3 The Customer hereby grants, or shall procure the grant of, a royalty free licence to Stannp permitting Stannp to use, copy, modify and adapt the Mailing Items for the purpose of allowing Stannp to perform its obligations under this Agreement.

2.4 Stannp shall notify the Customer electronically when a Mailing Item has been accepted for processing under the Service. Stannp shall process all Mailing Items that have been accepted by Stannp under the Service. Stannp reserves the right to reject or refuse to accept any Mailing Item that fails to comply with the Service Specification (including, if applicable the Mailing Profile) or the terms of this Agreement.

2.5 Any delivery dates for Mailing Items set out in a Booking Form or provided by Stannp to the Customer are estimates only. The Customer acknowledges that Stannp is required to use Royal Mail, or such other third party postal carrier as Stannp may choose at its sole discretion, for the final sortation and delivery, and accordingly is not able to offer any assurance as to the actual delivery date of any Mailing Item. Stannp shall not be liable to the Customer or to any other person for failure to adhere to such delivery date(s) (whether as a result of breach of this clause or otherwise)

3. Equipment and Mailing Items

3.1 The Customer shall at its expense obtain and, for the duration of this Agreement, maintain such equipment as is necessary to enable the Customer to electronically convey Mailing Items to Stannp for processing under the Service. It is the Customer's responsibility to ensure that such equipment complies with any specifications and requirements set out in the Service Specification.

3.2 The Customer warrants that it is:

1. a) the owner of all Mailing Items that it electronically conveys to Stannp for processing under the Service or is otherwise authorised to electronically convey the Mailing Items on the owner's behalf for such processing by Stannp; and



2. b) the owner or authorised licensee of the Intellectual Property arising out of or in respect of any Mailing Item that it conveys to Stannp under the Service (including the trade marks, graphics, images and text contained within such Mailing Items).

3.3 The Customer shall ensure that:

1. each Mailing Item complies with the Scheme (except as expressly permitted by this Agreement); and
2. the Mailing Preference Service's Suppression File is applied to all relevant Mailing Items.

3.4 The Customer acknowledges that Stannp's sole obligation shall be to print such Mailing Items in accordance with the Service Specification. The Customer shall procure that the contents of all Mailing Items that are electronically conveyed to Stannp conform to applicable law, including, where applicable, in the UK, the British Codes of Advertising, Sales

3.5 Promotion and Direct Marketing. Any breach of this clause 3.4 shall be deemed not to be capable of remedy for the purpose of clause 8.2 and Stannp shall not be liable to the Customer or to any other person for failure of the Mailing Items to so comply.

3.6 The Customer shall indemnify Stannp against any and all losses, including all claims, damages, awards, expenses (including legal expenses) suffered or incurred by Stannp in respect of any and all matters arising out of, or in connection with any breach by the Customer of clauses 2.3 and 3.2. Stannp reserves the right for it and for Royal Mail to open and inspect Mailing Items to verify compliance with the requirements of relevant law and regulation and this Agreement.

4. Licensed Software

4.1 In consideration of the payment by the Customer of the Charges in accordance with clause 6, Stannp hereby grants to the Customer, for the duration of this Agreement, a non-exclusive, non-transferable, revocable, royalty-free licence to use the Licensed Software for the purposes of enabling the Customer to convey Mailing Items to Stannp in accordance with this Agreement.

4.2 Stannp warrants that it has the right, power and authority to license the Licensed Software to the Customer upon the terms and conditions of this Agreement.

4.3 Stannp does not warrant that the Customer's use of the Licensed Software will be uninterrupted or error free or that the Licensed Software will be free of harmful code such as viruses, Trojan horses, worms or other malicious code.

4.4 Subject to the foregoing, all conditions, warranties, terms and undertakings express or implied, statutory or otherwise in respect of the Licensed Software are hereby excluded.

4.5 The Customer shall not:



1. (other than as permitted by law) reverse compile, reverse engineer, adapt or otherwise modify the whole or any part of the Licensed Software; or
2. remove or alter any copyright or other proprietary notice on the Licensed Software.

4.6 All Intellectual Property in the Licensed Software are the exclusive property of Stannp (and/or its licensors) and no licence or other rights are granted to the Customer other than as set out in this clause 4. If the Customer becomes aware of any infringement of any Intellectual Property belonging to Stannp (including in the Licensed Software), or actual or threatened claim in connection with such Intellectual Property, then it shall promptly give written notice of such infringement or claim to Stannp and shall give Stannp all assistance necessary to protect such Intellectual Property. The Customer shall not make any admission other than to Stannp relating to any claims or proceedings, and shall provide Stannp with all assistance that it may reasonably require in the conduct of any claims or proceedings

4.7 The Customer acknowledges that it is responsible for ensuring that the Licensed Software is compatible with its existing software applications and the devices on which it accesses and uses the Licensed Software, and Stannp shall not be liable to the Customer where the Customer's use of the Licensed Software is incompatible with such devices or existing software applications or where such use causes corruption, interruption or other errors in respect of the Customer's existing software applications, devices, or systems.

5. Customer access and passwords

5.1 The Customer shall be responsible for the acts and/or omissions of any persons making use of its Identity(ies) whether being authorised to do so or not. The Customer will promptly notify Stannp on becoming aware of any Identity and/or password being known and/or available to a third party.

5.2 If the Customer becomes aware that any unauthorised access to or use of the Licensed Software and/or Service has occurred or may occur, it shall promptly notify Stannp.

5.3 If Stannp becomes aware that any unauthorised access to or use of the Licensed Software and/or Service has occurred or may occur it shall promptly notify the affected Customer.

5.4 Without prejudice to Stannp's rights under clause 5.5, upon notification under clause 5.2 or 5.3 Stannp and the Customer shall discuss what steps if any may be appropriate to reduce the risk of any further unauthorised access to or use of the Licensed Software and/or Service, and each of the Customer and Stannp shall take such steps as soon as is reasonably practicable at their own cost.

5.5 Where at any time Stannp becomes aware that the Customer is not complying with the terms of this Agreement, including access to or use of the Licensed Software and/or Service by unauthorised personnel, Stannp reserves the right to immediately suspend and/or terminate the Customer's access to the Licensed Software and the Service, and will notify the Customer in the event that suspension or termination occurs. Stannp has discretion to restore the Customer's access where the Customer has demonstrated to Stannp's reasonable satisfaction



that such non compliance has ceased and the Customer is taking all reasonable steps to prevent its reoccurrence.

6. Charges and payment

6.1 The Customer shall pay the Charges in accordance with this clause 6 or as stated in a Booking Form. Stannp may vary the Charges (acting reasonably and after notifying the Customer) if the Mailing Items that the Customer electronically conveys to Stannp do not comply with the relevant Mailing Profile.

6.2 Stannp reserves the right to review and increase Charges upon giving 14 days' notice to the Customer, such notice to be provided by the Website or e-mailed to the Customer.

6.3 Stannp may offer 3 account options for its Service. Stannp shall determine which of the account options are available to the Customer at the time of contracting. Some of the account options may require the Customer to satisfy certain credit requirements. The invoicing and payment arrangements in respect of the 3 account options are as follows:

1. Credit Account Customers - Stannp shall invoice the Customer on a weekly basis, whether by post, email or other means. Such invoices shall show the total Charges or other sums due from the Customer and the Customer shall pay all such invoices by direct debit within 21 days of the date of the invoice unless otherwise agreed in writing.
2. Ad Hoc Account Customers - The Customer shall pay the Charges upon booking the Services via the Website using a credit or debit card or other online payment method available via the Website.
3. Prepayment Account Customers - The Customer shall establish a credit balance by making an advance payment sufficient for the Charges prior to using the Service by using a credit or debit card accepted by Stannp. The Customer may from time to time make additional payments to the prepayment

6.4 Any queries relating to invoices must be received by Stannp, in writing, within 7 days of the date of the invoice. Stannp will review such query and respond within 14 days of receipt of notification of dispute. The Customer acknowledges and agrees that there is an assumption that where a Service includes printing and posting, the Charges are split 75% in respect of posting and 25% in respect of printing. Therefore, if there is a dispute, and providing that postage has taken place, it is agreed that the Customer is responsible for the postage element of the invoice in full and that payment for 75% of the invoice must not be withheld and must be paid on normal terms, otherwise interest will be charged as specified in clause 6.7(b).account so as to maintain a credit balance. Such credit balance may be used in part or full payment of the Charges in respect of future Mailing Items that the Customer conveys to Stannp for processing under the Service. Stannp shall notify the Customer of its credit balance from time to time. Stannp reserves the right to refuse to offer or to withdraw the Credit Account option where the Customer fails to satisfy Stannp's credit requirements from time to time.



6.5 All payments due from the Customer under this Agreement will be made without deduction whether by way of counterclaim, set-off or otherwise unless the Customer has a valid court order requiring an amount equal to the deduction to be paid by Stannp.

6.6 All Charges or other sums payable under this Agreement are expressed exclusive of VAT, which shall be paid at the time and in the manner required by law.

6.7 If a Credit Account Customer fails to make any payment to Stannp under this Agreement on the due date, without prejudice to any other right or remedy available to Stannp, Stannp shall be entitled to:

1. immediately suspend the performance or further performance of its obligations under this Agreement without liability to the Customer; and
2. charge daily interest on all amounts not paid until payment is received in full at an annual rate equal to 4% above the Barclays Bank plc base lending rate from time to time.

6.8 Should the Customer terminate the Service once it has commenced, then the Customer shall be liable for a cancellation fee equal to the costs and expenses incurred by Stannp to the date of such termination which may, in certain cases, be 100% of the Charges if all Mailing Items have been printed and/or posted by the date of such termination. Stannp shall invoice the Customer for any such cancellation fee and the Customer shall be required to pay such fee within 14 days of the date of the invoice. The parties acknowledge and agree that this cancellation fee represents a genuine and reasonable pre-estimate of the loss that Stannp will suffer as a result of termination of the Service by the Customer once it has commenced.

7. Exclusions of liability and claims

7.1 The Customer acknowledges and agrees that:

1. the treatment of all Mailing Items that have been processed under the Service pursuant to this Agreement will be the same as in the case of ordinary mailing items posted with Royal Mail and, in particular, Stannp does not keep detailed records of conveyance or delivery of any Mailing Items; and
2. if any Mailing Item is lost or damaged, Stannp shall, subject to satisfactory proof of such Mailing Item having been accepted by Stannp and of the loss or damage, such notice being provided to Stannp within 28 days of the date of acceptance by Stannp, and subject to the remainder of this clause 7, pay compensation to the Customer as follows:
 - where Stannp has already handed over the relevant Mailing Item to Royal Mail, the compensation shall be limited to whatever payment Stannp recovers from Royal Mail under the Scheme in relation to that Mailing Item;
 - in any other event, the compensation in respect of the relevant Mailing Item shall be limited to the Charges paid for such Mailing Item.



7.2 Stannp's maximum liability to the Customer (whether in contract, tort (including negligence or breach of statutory duty), or otherwise) in relation to the total number of Mailing Items that have been accepted by Stannp in any one day is £10,000.

7.3 Except as provided in clause 7.1, Stannp shall not be liable to the Customer or to any other person (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) for any loss of or damage to any Mailing Item dealt with by Stannp under this Agreement or for any delay in delivery.

7.4 Notwithstanding clause 7.1, Stannp shall not be liable to the Customer for any loss or damage (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) including:-

1. any interruptions or downtime in the Service due to the nature of the internet, online systems and software. Stannp will attempt to inform the Customer via the Website of periods of planned downtime during which the Customer will not be able to access the Service but such advance notice may not always be possible;
2. where the Customer is unable to access the Service, electronically convey Mailing Items or otherwise use the Service for reasons related to internet connectivity and/or telecommunications;
3. which occurs as a direct or indirect result of any failure by the Customer to comply with this Agreement (including the Scheme and the Service Specification);
4. for any Mailing Item for which Stannp has not acknowledged acceptance;

and/or

7. unless the Customer notifies Stannp of a claim under clause 7.1 in writing within 28 days of the relevant date of acceptance by Stannp.

7.5 Neither party shall be liable to the other for loss of profit, revenue, business, goodwill and like loss (whether direct or indirect) or for any consequential or indirect losses.

7.6 Stannp shall not be liable for any failure or delay in performance of Stannp's obligations (including for any loss or damage or failure to deliver or delay in delivery of a Mailing Item) due to any event beyond Stannp's reasonable control including an act of God, war, riot, civil commotion, terrorism, malicious damage or blockades, industrial disputes, compliance with any law or governmental order, rule, regulation or direction, national emergencies, fire, flood, tempest or storm, accident, breakdown of plant or machinery or default of supplies (including fuel,) or subcontractors.

7.7 Nothing in this Agreement shall exclude or restrict either party's liability for fraudulent misrepresentation or for death or personal injury caused by negligence.

7.8 The Customer shall indemnify Stannp and keep Stannp indemnified against any liability, loss, claim, costs or expense (including legal expenses) suffered or reasonably incurred by Stannp (or its employees, agents or contractors) as a result of any breach by the Customer of any provision in this Agreement.



8. Termination

8.1 Without prejudice to any other right to terminate under this clause 8, either party may terminate this Agreement at any time by giving the other party 30 days' prior written notice. The Customer may be liable for a cancellation fee as detailed in clause 6.8 and the Booking Form depending on the extent of the Service provided by Stannp to date.

8.2 Either party (the “terminating party”) may terminate this Agreement immediately by giving the other party (the “breaching party”) prior written notice if:

1. the breaching party commits any breach of the terms of this Agreement and the breach is not capable of remedy or where the breach is capable of remedy the breaching party has not remedied that breach within 14 days of being notified of the breach by the terminating party; or
2. the breaching party has an administrator or a receiver (including any administrative receiver or manager) appointed over the whole or any part of its assets or an order made or a resolution passed for winding-up of the breaching party (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to appoint an administrator or make a winding-up order or if the breaching party has made any composition with its creditors generally or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the foregoing events.

8.3 In respect of Credit Account Customers, Stannp may terminate this Agreement immediately by giving the Customer prior written notice if the Customer fails to pay any Charges or other sums due under this Agreement when due, provided that Stannp has given the Customer notice specifying an intention to terminate this Agreement and given a period of 7 days to remedy that failure.

8.4 In the case of Prepayment Account Customers, Stannp may terminate this Agreement immediately on prior written notice if the Customer has not made any use of the Service to convey any Mailing Item for a period of 6 months from the date of last use to convey any Mailing Item. The provisions of clause 9.4 will then apply.

9. Consequences of Termination

9.2 On termination of this Agreement (for any reason) the Services being provided by Stannp as set out in any Booking Form shall cease immediately and the Customer shall immediately:
9.1 Termination of this Agreement (for any reason) shall not affect the coming into or the continuance in force of any obligations which expressly or by implication are intended to come into or continue in force on or after such termination and shall be without prejudice to any other rights of either party accrued up until the date of termination.

1. cease using the Licensed Software; and
2. cease using the [com](#) Identity and password(s); and



3. where reasonably requested by Stannp, return to Stannp any property provided to the Customer under this Agreement, including deleting, removing and/or uninstalling any copies of the Licensed Software licensed to the Customer under this Agreement.

9.3 On termination of this Agreement any sum owing to Stannp by the Customer, regardless of whether the Customer has been issued with an invoice for that sum or whether such sum is due to be paid in the future, will become immediately due and payable, including, if applicable, any cancellation fee as set out in clause 6.8.

9.4 Where Stannp has terminated pursuant to clause 8.4, the Customer's remaining credit account balance, if any, shall be forfeited and transferred to Stannp.

10. Confidentiality

10.1 Except as provided in clauses 10.2 and 10.3, Stannp and the Customer undertake to the other to keep confidential the terms of this Agreement, all information (written or oral) concerning the business, the customers or financial information of the other that it has received as a consequence of the discussions leading up to this Agreement or which it subsequently receives as a consequence of the performance of this Agreement, including the prices charged by Stannp under this Agreement ("**Confidential Information**").

10.2 Stannp and the Customer may each disclose Confidential Information to their respective legal, financial and other business advisors (in each case in so far as such advisors need to know such Confidential Information) or as may be required by law or by any regulatory authority.

10.3 Clause 10.1 shall not apply to Confidential Information which the receiving party can demonstrate was;

1. already in its possession prior to its receipt from the disclosing party;
2. was subsequently disclosed to it lawfully by a third party who did not obtain such Confidential Information (directly or indirectly) from the disclosing party; or
3. was in the public domain at the time of receipt by the receiving party or has subsequently entered the public domain other than as a result of a breach of clause 10.1 by the receiving party.

10.4 The obligations of the parties under this clause 10 survive termination of this Agreement however caused.

11. Assignment, Use of Agents and Sub-contracting

11.1 Stannp may employ any person as Stannp agent, subcontractor or otherwise in the performance of any of Stannp's obligations under this Agreement. The Customer also recognises that Stannp will hand over Mailing Items to Royal Mail or other third party postal providers for final conveyance to the destination address.
Assignment, Use of Agents and Sub-contracting



11.2 Stannp recognises that the Customer may use agents to electronically convey the Mailing Items to Stannp. If the Customer does so, it remains responsible for acts and/or omissions of the agent and for compliance with this Agreement, in particular the agent's compliance with the obligations set out in clause 5. Stannp is entitled to deal with the Customer's agent in respect of any Mailing Items that are electronically conveyed by that agent.

11.3 This Agreement is personal to the Customer and the Customer may not assign or licence any or all of the Customer's rights or obligations under it without the prior written agreement of Stannp.

12. The Indicator

12.1 The Indicator that Stannp applies to the Mailing Items that are processed under the Service is the property of Stannp.

12.2 Nothing in this Agreement will operate so as to grant the Customer any rights in respect of the Indicator. All Intellectual Property in respect of the Indicator will (as between the Customer and Stannp) remain vested in Stannp at all times. All goodwill attaching to the Indicator arising through Stannp's application of the Indicator to the Customer's Mailing Items will automatically accrue to Stannp, whether arising at common law or otherwise, and the Customer assigns with full title guarantee to Stannp any such goodwill which may otherwise be vested in it.

13. Notices

13.1 Save for notices published on the Website under this Agreement, all notices between the parties must be in writing and delivered by hand, or post, if to Stannp, to Stannp's registered office and if to the Customer, to the Customer's address specified on the Booking Form, or in either case, to such other address as is notified by one party to the other.

13.2 Notices will be deemed to be received if sent by post, 2 days (excluding Saturdays, Sundays and bank or public holidays) after posting (excluding the day of posting), and if delivered by hand, on the day of delivery.

14. Data Protection & GDPR

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Stannp is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The scope, nature and purpose of any data processing by Stannp (as defined in the Data Protection



Legislation) will be to provide the Customer with the Services as stated in clause 2. The term of processing is for the duration of this agreement or otherwise requested by the Customer with a retention policy setting.

14.3 Without prejudice to clause 14.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Stannp for the duration and purposes of this Agreement.

14.4 Without prejudice to clause 14.1, Stannp shall, in relation to any Personal Data processed in connection with the performance by Stannp of its obligations under this Agreement:

a) process that Personal Data only on the written instructions of the Customer unless Stannp is required by the laws of any member of the European Union or by the laws of the European Union applicable to Stannp to process Personal Data (“**Applicable Laws**”). Where Stannp is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Stannp shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Stannp from so notifying the Customer;

b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer or Stannp has provided appropriate safeguards in relation to the transfer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) Stannp complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) Stannp complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;



e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

f) notify the Customer without undue delay on becoming aware of a Personal Data breach;

g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Personal Data; and

h) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

14.5 The Customer consents to Stannp appointing third-party processors of Personal Data under this Agreement (a list of which is available on request). Stannp confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement. As between the Customer and Stannp, Stannp shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 14.

14.6 Either party may, at any time on not less than 30 days' notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

15. Miscellaneous

15.1 The failure of either party to enforce or to exercise, at any time or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as, a waiver of such a term or right and shall not affect the party's right to enforce or exercise it at a later date.

15.2 Stannp is not and does not contract as a common carrier. This Agreement supersedes any prior agreements and arrangements between Stannp and the Customer and constitutes the entire agreement between Stannp and the Customer, relating to its subject matter. Neither party has relied upon or been induced to enter into this Agreement by any representation or statement other than as set out in this Agreement. No addition to or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of both Stannp and the Customer. Any Mailing Item that is electronically conveyed to Stannp is electronically conveyed under this Agreement to the exclusion of all other documents or terms that the Customer attempts to apply, even if they are endorsed upon, delivered with or contained in any document that the Customer delivers to Stannp.

15.3 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably



agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

15.4 Nothing in this Agreement is intended to confer on any person any benefit or any right to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

15.5 Each and every term and/or condition contained in this Agreement shall be read separately and distinctly and the invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability, of the remainder.