



# Stannp.com

The Communications Platform

## STANNP.COM TERMS OF SERVICE

### 1. Introduction

- 1.1. We are **Stannp Inc**, a company incorporated under US law registered office at 251 Little Falls Drive, Wilmington, DE 19801, USA (referring to ourselves as “**Stannp**”, “**we**”, “**us**” and “**our**” in these Terms).
- 1.2. We offer an online platform (the “**Platform**”), accessible via our website at [www.stannp.com](http://www.stannp.com) (as may be amended from time to time) (the “**Website**”), which enables access to the Stannp service, which includes the provision of mailing campaign services to locations worldwide (whether of Mailing Items or Electronic Mailing Items), and associated services including any further associated service or feature Stannp may introduce from time to time (each a “**Service Element**”, and together the “**Service**”).
- 1.3. These terms of service (the “**Terms**”), our Privacy Policy and any other documents incorporated by reference in these Terms (together the “**Agreement**”) apply to your access to and use of our Platform and Service. By signing up on our Platform and accessing the Service you agree to be bound by the terms of this Agreement.
- 1.4. Insofar as they are not inconsistent with these Terms, the provisions of the Scheme (as defined below) are hereby incorporated into the Terms. For the purposes of the Scheme, the Customer shall be deemed to be the “sender” and, where the context permits, any reference in the Scheme to United States Postal Service shall be read as including a reference to Stannp.
- 1.5. We may update these Terms from time to time for legal or regulatory reasons or to allow the proper operation of the Service. Any key updates will be notified to you via the email address provided when you signed up to our Platform and Service. Any minor updates will only be notified to you via an announcement on the Platform. Such updates will apply to the use of the Service after we have given such notice and you have the ability to terminate this Agreement pursuant to



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Clause 9.1 if you disagree with any update we make. Your continued use of the Service following the relevant notice means that you accept and agree to the changes.

## 2. **Definitions and Interpretation**

2.1. **Definitions:** In these Terms the following definitions and rules of interpretation shall apply:

2.1.1. **Authorized User** means each individual user to whom an account administrator gives access to the Platform to utilize the Service and who has agreed and signed up to these Terms and who may be any of employees, contractors, agents or other authorized users of the Customer;

2.1.2. **Charges** means the combined sum of Stannp's service fees (to remunerate it for its provision of the Service and the license granted to the Customer to access and use the Platform (and Intellectual Property that subsists therein)) and other charges (including any cancellation fees payable pursuant to Clause 7.4.2) together with the third party costs and expenses that Stannp incurs in offering the Service (for example, United States Postal Service or other third party carrier delivery costs), such sum being payable by the customer to access and use the Platform and benefit from the Service depending on the Customer's Payment Plan, as published on the Website from time to time, and as may be varied or supplemented under the provisions of this Agreement;

2.1.3. **Credit Account** has the meaning set out in Clause 3.3.2 below;

2.1.4. **Customer** means the entity or person entering into this Agreement with Stannp as identified in the user details section of your Platform account and each individual user granted access to the Platform and the Service under the Agreement including any account administrator and each individual Authorized User;



- 2.1.5. **Data Protection Legislation** means all applicable domestic and foreign laws, rules, and regulations that govern the processing of Personal Data, including but not limited to, the privacy laws in the European Union, United Kingdom, and the privacy laws enacted by various states in the United States;
- 2.1.6. **Effective Date** means the date on which you sign up to access and use the Platform;
- 2.1.7. **Electronic Mailing Item** means an SMS, email or any other non hard-copy medium which is subsequently processed and sent by Stannp under the Service through means other than postal services;
- 2.1.8. **End Customer** means the Customer's end customer(s), to whom the mailing campaigns are directed;
- 2.1.9. **Indicator** means the marks, impressions or other devices used by Stannp on each Mailing Item and Electronic Mailing Item;
- 2.1.10. **Intellectual Property** means patent rights (whether in inventions or processes), design rights, copyright and related rights (including rights in computer software), trade mark rights (including the right to use domain names and social media handles and any goodwill and reputation in any mark), rights in confidential information (including know-how and trade secrets), and any and all other intellectual property rights and sui generis rights (whether now subsisting or in the future created) in the United States, United Kingdom, and all other countries of the world for the full period for which those rights subsist (including any and all extensions and renewals and all vested, future and contingent rights and rights under licenses) and all applications for the foregoing;



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- 2.1.11. **Mailing Item** means a letter, postcard, greeting card or any other hard-copy medium processed and sent via physical delivery by Stannp (or such other third party postal carrier as Stannp may choose) under the Service;
- 2.1.12. **Mailing Profile** means the agreed parameters of each Mailing Item and Electronic Mailing Item (as applicable) to be electronically conveyed by the Customer to Stannp as set out on the Website and/or Platform and as may be varied or supplemented under the provisions of this Agreement;
- 2.1.13. **PAYG Account** has the meaning set out in Clause 3.3.1 below;
- 2.1.14. **Payment Plan** means the Charges applicable to a Credit Account, PAYG Account or Subscription Account (as applicable);
- 2.1.15. **Scheme** means the terms and conditions of United States Postal Service or such other third party postal carrier as Stannp may choose at its sole discretion relating to inland postal services made or deemed to have been made by United States Postal Service or third party postal carrier (as amended from time to time), published on United States Postal Service's or the third party postal carrier's website from time to time;
- 2.1.16. **Service** means the provision of access to and use of the Platform and use of the Service Elements as further described in Clause 3 below;
- 2.1.17. **Service Elements** means the distinct parts of the overall Service as further described in Clause 3 below and as published on the Website from time to time (such Service Element may include, by way of example only and if selected, a compliance service providing a full integrity service in relation to transactional mail and HIPAA compliant mail);
- 2.1.18. **Subscription Account** has the meaning set out in Clause 3.3.3 below;



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- 2.1.19. **Support Service** means the Service Element which, if opted for, provides a Customer with support services in relation to the Service, subject to the subscription level chosen by the Customer;
- 2.1.20. **Term** has the meaning set out in Clause 9;
- 2.1.21. **you** means, unless otherwise indicated, each individual user granted access to the Platform and the Service under this Agreement including any account administrator and each individual Authorized User; and
- 2.1.22. **VAR** means, Value Added Reseller, being a partner who is licensed to resell the Stannp product and their own add additional services or products to the Customer.

2.2. **Interpretation:** Words denoting the singular include the plural and vice versa and words of any one gender include reference to both genders. References to a "person" include natural persons, corporations, companies, firms, associations and organizations. References to "including", "include" and "in particular" shall be construed as illustrative and deemed to mean respectively "including without limitation", "include without limitation", "In particular without limitation". References in these Terms to any statute, statutory provision or regulation includes a reference to: (a) that statute, statutory provision or regulations as from time to time amended, extended, re-enacted or consolidated whether before or after the date of these Terms; and (b) all statutory instruments or orders made pursuant to it. Clause headings are included for convenience of reference only and shall not affect the interpretation of these Terms.

### **3. The Service, the Service Elements and the Stannp Charges**

- 3.1. Stannp offers various Service Elements as part of the Service that the Customer may opt to choose and benefit from depending on the Customer's Payment Plan. Existing and/or new Service Elements may be added or removed by Stannp at its



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absolute and sole discretion from time to time being as described on the Website although Stannp shall endeavor to ensure that, in respect of Subscription Accounts, the Service remains at or above that for which the Customer subscribes for at the start of its subscription period as far as is practical. Access to certain Service Elements and/or quantity or rates of use may require the Customer to subscribe to a Subscription Account. Specific details of the functional capability of the Service Elements and the Service and license volumes for the Customer's subscription are available within the Customer's subscription details within the Platform.

### **Stannp Charges and Payment Plans**

- 3.2. **General:** Stannp offers the Service on either a free or on a paid Payment Plan depending upon the combination of Service Elements the Customer wishes to use. All users of the Platform will be considered subscribers on a 'free to use' basis unless they have opted in to a Payment Plan. The Payment Plan available to you may vary depending on the Service Elements chosen by the Customer and may also be subject to the Customer satisfying certain credit and background check requirements. Stannp shall determine which of the Payment Plan options are, and whether any volume-based or other discounts may be, available to you at the time of entry into this Agreement and inform you accordingly. Stannp may from time to time be required by law to make checks into the credit worthiness of a customer, and to satisfy itself that funds received for offering the Service are not contravening, for example, any applicable money laundering rules and regulations.
- 3.3. **Payment Plans:** Stannp offers various payment plans in respect of the Charges applicable to the use of the Service via the Platform, which invoicing and payment arrangements are as follows:
  - 3.3.1. **Pay-As-You-Go ('PAYG') Account:** The Customer shall establish a credit balance sufficient to cover the associated Charges prior to using the relevant Service Element by making an advance payment (using a credit



or debit card accepted by Stannp) via the payment processing services available via the Platform. The Customer may make, or Stannp may require the Customer to make, additional payments to such prepayment balance from time to time.

3.3.2. **Credit Account:** The granting of, and payment terms relating to, credit accounts will be agreed on a case-by-case basis, as communicated to you by Stannp. Stannp reserves the right, at any time and its absolute discretion, to refuse to offer or to withdraw the credit account option from a Customer where the Customer fails to satisfy Stannp's credit requirements.

3.3.3. **Subscription Account:** As a PAYG Account or a Credit Account holder you may opt to subscribe to an annual 'Subscription Account'. A range of Subscription Accounts (offering different combinations of Service Elements) are offered by Stannp, as detailed on the Website. Stannp shall, in such circumstances, invoice the Customer on a monthly or annual basis, as specified on the Platform, with such invoices being due and payable within 30 days of the date of invoice. An upgrade by you to a higher Subscription Account may be activated at any time via the Platform, terminating your current subscription and starting a new annual subscription subject to these Terms based on the upgrade date, with the remaining charges against the prior subscription being off-set against the new subscription invoice amount. If, in the alternative, you seek to terminate this Agreement during the subscription period applicable to your Subscription Account such termination shall only take effect at the end of such subscription period. Irrespective of whether or not you decide to avail yourself of the Service during this period, the Charges you have paid shall not be refunded.

### 3.4. **Varying Charges:**

3.4.1. **For your non-compliance:** Stannp reserves the right to vary the Charges (acting reasonably and on written notice to you) if the Mailing Items or Electronic Mailing Items (as applicable) that you convey to Stannp do not



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comply with the relevant Mailing Profile or other requirements under this Agreement;

3.4.2. **For PAYG Accounts and Credit Accounts:** Stannp may, in respect of PAYG Accounts and Credit Accounts, review and increase the Charges at any time on 14 days' written notice to you. You have the ability to terminate this Agreement pursuant to Clause 9.1 if you disagree with any increase we make;

3.4.3. **For Subscription Accounts:** Charges in respect of Subscription Accounts are fixed for the applicable subscription period. However from time to time, Stannp may change the Subscription Account Charges. You will be notified at least 45 days in advance of Stannp applying any such changes to your Service subscriptions. Unless otherwise set forth in your account details accessible via the Platform, such changes will not affect the prices for current Service during the then-current subscription term and will only become effective upon your next renewal term that commences at least 45 days after Stannp's notification of such change.

3.5. **Add-On Subscriptions:** If, during a then-current subscription term: (a) you add additional volume or licenses to items that you are already subscribed to, such increased subscriptions will be billed at a prorated amount at the price of the underlying preexisting subscription; (b) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price.

#### **4. Grant of Access and License to use the Platform**

4.1. All users are required to create an account to access the Platform and the Service. Account creation will take place directly if you are an account administrator, or otherwise via an invitation link sent to you by your account administrator(s) following their own account set-up for the entity on whose behalf you are permitted to use the Platform and receive the Service.

4.2. Subject to creating an account in accordance with Clause 4.1 above you are hereby granted a non-exclusive, non-sublicensable, non-transferable and revocable right to access and use the Platform to receive the Service to the extent the Service has been selected and, where applicable, paid for (whether by you in





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your capacity as an administrator or by your administrator if you are simply a non-administrator user of the Service). Your right to access and use the Platform to receive the Service is solely for the business purposes of the entity on whose behalf you are authorized to use the Service, in all cases subject to these Terms.

- 4.3. Where you are an account administrator, you shall procure that all Authorized Users are made aware of and comply with these Terms, and in particular these Terms relating to access to the Platform and the Service in this Clause 4. You acknowledge and agree that you are then solely responsible for each of the Authorized User's use of the Platform and Service and shall be liable to Stannp for any damage or loss Stannp suffers as a result of any Authorized User's breach of these Terms.
- 4.4. Once your account is created you will be provided with login details to access and use the Platform and receive the Service. Where you are an account administrator, you will need to provide the details of any Authorized Users, including their first and last name and contact email, together with their permission level in connection with the Service, so that they can be given access to the Platform. These details shall be provided by you through the relevant page on the Platform.
- 4.5. In relation to the Platform (subject always to the rights granted to you under this Agreement) you shall not:
  - 4.5.1. license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available in any way any part of the Platform or its content;
  - 4.5.2. deploy within the Platform any spider, robot, web crawler or other automated query program;
  - 4.5.3. re-use and/or aggregate any content or material available via the Platform;



- 4.5.4. introduce data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 4.5.5. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form the Platform, except as may be allowed by any applicable law;
- 4.5.6. attempt to obtain, or assist others in obtaining, access to or taking content from the Platform, other than as may be authorized under this Agreement.
- 4.5.7. Introduce, disclose, or disseminate any data or content to or through the Services or Platform that:
  - 4.5.7.1. Is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
  - 4.5.7.2. Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - 4.5.7.3. Promotes any illegal activity, or advocates, promotes, or assists any unlawful act;
  - 4.5.7.4. Causes annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
  - 4.5.7.5. Impersonates any person, or misrepresents your identity or affiliation with any person or organization; and
  - 4.5.7.6. Gives the impression that they emanate from or are endorsed by Stannp or any other person or entity, if this is not the case.

4.6. In relation to the Platform you acknowledge that:



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- 4.6.1. you must complete our registration procedure, including agreeing to these Terms;
  - 4.6.2. you shall keep passwords issued to or set by you secure;
  - 4.6.3. if you discover that the Platform is being accessed and used by third parties who are not Authorized Users or have not entered into an agreement with us permitting them to use the Service you agree to inform us immediately of such unauthorized use or any other known or suspected breach of security and to use reasonable efforts to stop immediately any such unauthorized use or breach that is known or suspected by you; and
  - 4.6.4. we may audit the use of the Service regarding the name and password for each Authorized User. Such audit may be conducted no more than once per month, at our expense, and shall be exercised on five business days' prior notice, in a manner so as to not substantially interfere with normal conduct of your business. If such audit reveals that passwords have been provided to individuals who are not Authorized Users, and without prejudice to our other rights, you shall promptly disable such passwords and shall not issue any new passwords to such individuals.
- 4.7. You acknowledge and agree that the Service is provided online via the Platform and, accordingly, whilst we shall use our reasonable endeavors to ensure that access to the Service is available at all times and that the Platform operates to an appropriate standard, continuous access cannot be guaranteed. However, we shall use our reasonable endeavors to ensure that any steps taken by us to maintain or upgrade the Platform are taken at times that ensure minimum disruption to you. Stannp may also, without notice, at its sole discretion and at any time, modify the features, availability, operation and/or look and feel of the Platform.
- 4.8. You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software and the operation of the Platform.



If you become aware that the operation of the Platform contains any error or is incomplete you shall promptly notify us upon becoming aware of such error or incompleteness. You undertake to refrain from taking any advantage whatsoever, either knowingly or otherwise, of that error or incompleteness. Stannp reserves the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery.

4.9. Where the Platform contains links to any third party websites, platforms and/or other materials you acknowledge and agree that you access these links at your own risk. Stannp has no control over the content of those websites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

4.10. **API and Developer Tools.** The following terms apply if Stannp permits you to use Stannp's API to connect the Service to a third party service and/or to use the Developer Tools to develop application(s) that interoperate with the Service.

4.10.1. For the purposes of this Clause:

4.10.1.1. **"API"** means Stannp's application programming interface for the Service, as updated from time to time at Stannp's discretion;

4.10.1.2. **"Developer Tools"** means the development components, developer tools, deployment tools and other documents and materials that Stannp makes available from time to time for the development, testing, operating or maintaining of applications that interoperate with the Service; and

4.10.1.3. **"FOSS"** (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licensed for purposes of making derivative works, or to be redistributed free of charge.



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- 4.10.2. Subject to your compliance with the terms and conditions of this Agreement and the payment of any applicable fees, Stannp grants you a limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable license to: (a) use the Developer Tools only to develop, test, operate and maintain software for your use with the Service ("**Your Software**"); and (ii) access the API to process, analyze or display Customer Data. Parts of the Developer Tools provided under open source licenses are governed by the terms of such licenses.
- 4.10.3. As between the parties, Stannp owns all right, title and interest in the API and Developer Tools including any configurations, customizations, modifications, enhancements, updates and revisions thereof, and you own all right, title and interest in Your Software, including any configurations, customizations, modifications, enhancements, updates and revisions thereof.
- 4.10.4. You are responsible for protecting the confidentiality of any API access credentials in your possession or control. You may not share your API access credentials or otherwise act to circumvent any account limitations or restrictions. In using the API and Developer Tools, you agree to protect the privacy and legal rights of Users and third parties. You represent and warrant that your use of the Developer Tools, API and Your Software: (i) will comply with all applicable laws (including export laws) and regulations; (ii) will not contain any virus, malware, or spyware; (iii) will not violate the terms of this Agreement or any policies established by us for the operation of interoperable applications; (iv) will not adversely impact the speed, security or integrity of the Service; (v) will not circumvent or render ineffective our technological and other measures to secure, protect and control the Service; and (vi) will not use any FOSS in a way that would cause the non-FOSS portions of the Service to be subject to any FOSS licensing terms or obligations.



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4.10.5. Any breach of this Clause 4.10. is a material breach of this Agreement. Stannp may monitor use of the API for any reason, including quality assurance, improvement of the Service, and verification of compliance with this Agreement. If you use the API to grant access to or export End Customer data or any other Personal Data from the Service, Stannp is not responsible for any use or misuse of End Customer data or other Personal Data obtained through the API.

4.11. **Purchase Through a VAR.** The following supplemental terms apply if you purchase a subscription to the Service through an authorized VAR.

4.11.1. If you place an order for the Service with a VAR:

4.11.1.1. such document shall constitute an “**Order**” hereunder;

4.11.1.2. your payment obligations under such Order shall be to the VAR; and

4.11.1.3. your acceptance of such Order shall be an acceptance of the Agreement between you and Stannp for the provision and use of the Service, provided that any transactions solely between you and the VAR (such as professional services provided by the VAR or other third party services sold by the VAR) shall not be a part of this Agreement.

4.11.2. The VAR may administrate the renewal of your subscriptions to the Service.

4.11.3. First-tier technical support for the Service will be provided by the VAR, unless otherwise set forth in the Order.

4.11.4. Non-payment of fees owed to a VAR under an Order shall constitute a material breach of this Agreement.

4.11.5. If you grant a VAR access to End Customer data or any other Personal Data or to your Service account, such access shall constitute consent to the disclosure of End Customer data and any other Personal Data to VAR



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pursuant to Clause 11 below, and you will be responsible for terminating such access.

**4.12. API Calls and Contact Limits.** The number of API calls you can make is limited to that set out in your subscription agreement as defined on the subscriptions page within your account. If through use of the API the volume of contact records exceeds the level licensed under your subscription agreement, you will be charged additional fees via an add-on order at the current list price or pre-agreed contracted rate. Stannp will use commercially reasonable endeavors to notify you when the contacts limits have been exceeded; however, any failure to so notify you shall not affect your responsibility for such additional charges.

**4.13. Special Product Terms.** Certain Service Elements or modules may be governed by additional terms. When agreed by you, such terms will become part of this Agreement.

## **5. Stannp's Responsibilities**

5.1. Stannp shall use its reasonable endeavors to make the Platform available, except for where:

5.1.1. planned downtime is scheduled for system repair or maintenance;

5.1.2. unscheduled maintenance in the case of actual or anticipated emergency takes place, such as a security incident or a known or suspected personal data breach; or

5.1.3. unavailability for reasons outside Stannp's reasonable and expected control occurs.

5.2. Stannp shall, to the extent required for the provision of the Service under this Agreement:



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- 5.2.1. perform the Service substantially in accordance with this Agreement and with reasonable care and skill;
  - 5.2.2. comply with all applicable laws, and
  - 5.2.3. maintain all licenses and consents that are needed to provide the Service and license the use of the Platform to you.
- 5.3. The Service will be provided by us and, where applicable in relation to final sortation and delivery of Mailing Items, with the use of United States Postal Service or such other third party postal carrier as Stannp may choose at its sole discretion. Stannp will use all reasonable care and skill to provide the Service. However, Stannp is unable to offer any assurance regarding these parts of the Service provided by any third party, including with regards to the actual delivery dates of any Mailing Item.
- 5.4. Unless expressly stated by Stannp, time shall not be of the essence in relation to Service availability nor delivery dates. Any delivery dates provided by Stannp to the Customer shall be estimates only and Stannp shall not be liable to the Customer or any other person for failure to adhere to such delivery dates (whether as a result of a breach of this Clause 5 or otherwise).

## **6. Your Obligations to Stannp**

6.1. You hereby warrant, represent and undertake to Stannp that:

- 6.1.1. you shall submit each Mailing Item, Electronic Mailing Item and other relevant materials to Stannp in accordance with the requirements of this Agreement (including as may be contained in the Mailing Profile) and any requirements otherwise set out on the Platform. Stannp reserves the right to reject or refuse to accept any Mailing Item and Electronic Mailing Item that fails to comply with this Clause 6.1.1;





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- 6.1.2. you shall ensure that each Mailing Item, Electronic Mailing Item and other relevant materials conveyed to Stannp conform to all applicable laws and regulations, including, where applicable, Data Protection Legislation, the Scheme, Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM Act”). Any breach of this Clause 6.1.2 shall be deemed not to be capable of remedy by the Customer and Stannp shall not be liable to the Customer or any other person for failure of the Mailing Item, Electronic Mailing Item or other relevant materials to so comply. Stannp reserves the right for it, United States Postal Service or its selected third party postal carrier to (as applicable) open and/or inspect Mailing Items and Electronic Mailing Items to verify compliance with the requirements of this Clause 6.1.2 and this Agreement;
- 6.1.3. you shall, at your own expense, obtain and, for the duration of this Agreement, maintain such equipment as is necessary to enable you to electronically convey Mailing Items, Electronic Mailing Items and other relevant materials to Stannp for processing under the Service. It is your responsibility to ensure that such equipment complies with any specifications and requirements set out in this Agreement;
- 6.1.4. you shall be responsible for ensuring that the Platform is compatible with your existing software applications and devices on which you access and use the Platform. Stannp shall not be liable to you where your use of the Platform is incompatible with such devices or existing software applications or where such use causes corruption, interruption, a breach of license or other errors in respect of your existing software applications, devices or systems; and
- 6.1.5. you shall promptly provide any and all information that Stannp may reasonably request from you from time to time.



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6.2. You warrant, represent and undertake to Stannp that you are the owner or authorized licensee of:

6.2.1. all Mailing Items, Electronic Mailing Items and other materials that you electronically convey to Stannp for processing under the Service; and

6.2.2. the Intellectual Property arising out of or in respect of any Mailing Item, Electronic Mailing Item, templates and other materials conveyed to Stannp under the Service (including the trade marks, graphics, images and text contained within such Mailing Items and/or Electronic Mailing Items).

## **7. Stannp Payment Terms**

7.1. Stannp's payment terms in respect of the Customer's obligation to pay the Charges depend on their applicable Payment Plan and are as set out on the Website and in Clauses 3.2 to 3.5 above.

7.2. Without prejudice to any other right or remedy it may have, if the Customer fails to pay Stannp any Charges due under this Agreement on or before their due date:

7.2.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% above Citizens base lending rate which is changed from time to time; and

7.2.2. Stannp may suspend part or all of the Service until payment has been made in full.

7.3. All Charges payable to Stannp under this Agreement are, unless otherwise agreed, exclusive of value added, sales, use or withholding, or equivalent taxes in any jurisdiction ("**Taxes**"), which if payable, will be additionally payable by you at the corresponding rate. You shall be responsible for, and will not withhold or deduct, any applicable Taxes payable on such sums.



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- 7.4. If a Customer terminates the Service once it has commenced, including, in respect of a Subscription Plan during its subscription period:
- 7.4.1. any Charges shall remain payable to Stannp after the effective termination date; and
  - 7.4.2. the Customer may be liable to Stannp for a cancellation fee equal to the costs and expenses incurred by Stannp in administering and managing the Customer's account up to the effective date of such termination. This may, in certain cases, equate to 100% of the Charges if all the relevant Service Elements have been carried out 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.

## **8. Intellectual Property**

- 8.1. We (and our licensors, where applicable) own all right, title and interest, including all related Intellectual Property, in the Service (including all trade mark rights, copyright and database right that protect the 'Stannp' name and logo, the Indicator and the Platform and, for example, all copyright and database rights that subsist therein in all the elements making up the Platform including any devices appearing on the Platform, its get-up and look and feel, its underlying engine and the API(s), tools, dashboard, algorithms, databases and/or other software elements of which it is comprised).
- 8.2. You (and your licensors, where applicable) own all rights, title and interest, including all related Intellectual Property that exists prior to you entering into this Agreement including, for example, the Intellectual Property subsisting in any custom templates or End Customer data you upload to the Platform.
- 8.3. You acknowledge and agree that we require a license to use your Mailing Items, Electronic Mailing Items, templates, End Customer data and any other related



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materials in order to perform the Service (together the “**Materials**”). You hereby grant to us a non-exclusive, worldwide, royalty free license to use the Materials for any and all purposes required in connection with us providing the Service, and you further acknowledge and agree that such right shall include the right for us to reproduce, use, copy, modify, adapt, distribute, display, aggregate and/or otherwise exploit the Materials in any way that we see fit in order to fulfil the foregoing purpose.

- 8.4. You acknowledge that any Indicator (and any Intellectual Property attaching to it) that Stannp applies to Mailing Items or Electronic Mailing Items is the property of Stannp and nothing in this Agreement will operate to grant you any rights to and/or in respect of the Indicator. All goodwill attaching to the Indicator arising through Stannp’s application of the Indicator to the Customer’s Mailing Items or Electronic Mailing Items will automatically accrue to Stannp, and the Customer hereby assigns absolutely with full title guarantee, by way of present and future assignment, any such goodwill which may otherwise be vested in it.
- 8.5. Other than the right to access the Platform and use the Service as licensed to you pursuant to Clause 4, you acquire no right to use or any right, title or interest in the Platform or the Service and have no right to any Intellectual Property in it.
- 8.6. With regards to any infringement or threatened infringement of Stannp’s Intellectual Property by a third party you agree that you shall: (a) notify us promptly of any such infringement you become aware of or of any actual or threatened claim in connection with such Intellectual Property, (b) not make any admission other than to Stannp relating to any claims or proceedings arising out of or in connection with Stannp’s Intellectual Property; and (c) give Stannp all necessary assistance that it may reasonably require to protect its Intellectual Property and conduct any claims or proceedings
- 8.7. Stannp shall have a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Platform



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and the Service any suggestions, enhancement requests, recommendations or other feedback provided by you in relation to the Service.

## **9. Term and Termination**

9.1. This Agreement (and so your right to enjoy the Service and access and use the Platform) shall: (a) if you don't have a paid Subscription Plan, commence on the Effective Date and shall, subject to earlier termination pursuant to the remainder of this Clause 9, continue until terminated by either party giving the other party not less than 30 days' prior written notice; or (b) if you do have a paid Subscription Plan, commence on the Effective Date and, subject to earlier termination pursuant to the remainder of this Clause 9, continue for an initial period of 1 year when it shall then automatically renew for additional subscription periods of 1 year (or for such different renewal term as set forth in the applicable renewal order), unless either party gives the other party notice of non-renewal at least 30 days prior to the end of the relevant subscription period. The Charges payable to Stannp for auto renewal of the Agreement will be at the current list price or any formal renewal pricing quoted by Stannp aligned to the terms in Clause 3.4. If the Customer terminates their Subscription Account but not the full scope of the agreement, their fee arrangements and payment terms will revert (as applicable) to the terms set out in Clauses 3.3, 3.3.1 and 3.3.2 of these Terms.

9.2. Stannp may at any time during the Term, in its sole discretion and immediately on written notice to you, suspend the full or elements of the provision of the Service or terminate this Agreement if:

9.2.1. you breach or otherwise fail to comply with these Terms or any other part of this Agreement;

9.2.2. you fail to pay any amount due under this Agreement and remain in default 30 days after being notified in writing to make such payment;



- 9.2.3. you hold a PAYG Account or do not have a paid Subscription Account and you have not made use of any Service Element using such account for a period of no less than 6 months.
- 9.3. Either of us may terminate this Agreement on written notice the other with immediate effect if the other party:
- 9.3.1. breaches a term of this Agreement and such breach is not capable of remedy or, where the breach is capable of remedy, it has not been remedied within 14 days of notification of such breach;
  - 9.3.2. suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
  - 9.3.3. commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 9.3.4. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
  - 9.3.5. is subject to an application made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the party;
  - 9.3.6. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;



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9.3.7. has a receiver appointed over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; or

9.3.8. any event analogous to the events described in Clauses 9.3.2 to 9.3.7 shall occur in any jurisdiction in which the other party is incorporated or resident or carries on business.

9.4. On termination of this Agreement:

9.4.1. any Charges owing to Stannp by the Customer, regardless of whether the Customer has already been issued with an invoice for such sum(s), will become due and payable immediately as a debt repayable on demand or as otherwise specified in these Terms;

9.4.2. if you have a paid Subscription Account and have validly terminated at a date that is prior to the date of your subscription ending, any Charges due to Stannp which have not been paid for the remainder of such subscription period shall become due and payable immediately as a debt repayable on demand or as otherwise specified in these Terms;

9.4.3. your rights to access and use the Platform and your right to receive the Service shall immediately cease and your account shall be terminated;

9.4.4. where this Agreement has been terminated pursuant to Clause 9.2.3, the Customer's remaining credit account balance, if any, shall be forfeited and transferred to and be the property of Stannp to utilize as it wishes;

9.4.5. without prejudice to Stannp's obligation to retain certain personal data to meet its legal and regulatory compliance obligations, Stannp shall delete all personal data, including any and all data relating to Authorized Users and personal data of any End Customer within 180 days of the



termination of this Agreement, unless otherwise requested by you to delete sooner after termination;

9.4.6. any rights and obligations that have accrued to either of us at the date of termination or are intended to come into or continue to be in force on or after termination (whether expressly or by implication) will remain enforceable after termination.

## **10. Allocation of Risk between you and Stannp**

10.1. The express terms of this Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations which but for these Terms would be implied or incorporated into this Agreement, or any collateral agreement, by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

10.2. Subject to the express provisions of this Agreement, Stannp does not make any representation or warranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service, including the Platform. Neither we nor our licensors represent or warrant that: (a) the use of the Service, including the Platform, will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the quality of the Service, including the Platform, will meet your requirements or expectations; (c) the server(s) that make the Platform available are free of viruses or other harmful components. The Service, including the Platform, is provided to you strictly on an "as is" basis; (d) any stored data will be accurate or reliable; or (e) any errors or defects will be corrected.

10.3. Data Prospecting:

10.3.1. All orders are final and non-disputable once the mailing list has been purchased.





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10.3.2. Once a mailing list has been purchased, it cannot be cancelled, and no refund can be issued.

10.3.3. Any purchased mailing list provided under this agreement shall be used for marketing purposes only in accordance with all federal, state and local laws, and in a manner which gives due consideration to matters concerning privacy and confidentiality. Only one-time use of the data list is permitted.

10.4. To the fullest extent provided by law, in no event will Stannp, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Platform, the Website, any websites or portals linked to it, any content on the website or such other websites or portals, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

10.5. With respect to any lost or damaged Mailing Item, subject to the remainder of this Clause 10 and to the provision, within 28 days from the date Stannp accepted the relevant Mailing Item, of satisfactory proof: (a) that Stannp did accept such



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Mailing Item; and (b) of the loss or damage suffered by the Customer in relation to that Mailing Item, Stannp shall pay compensation to the Customer as follows:

- 10.5.1. where Stannp has already handed over the relevant Mailing Item to United States Postal Service or such other third party postal carrier as Stannp may choose, the compensation shall be limited to any payment Stannp recovers from United States Postal Service or the third party postal carrier (as applicable) under the Scheme in relation to that Mailing Item; and
- 10.5.2. in any other event, the compensation in respect of the relevant Mailing Item shall be limited to the Service Fees paid by the Customer for such Mailing Item.

**10.6. Subject to Clause 10.2, Stannp's maximum aggregate liability to you arising out of or in connection with this Agreement or any collateral agreement, whether in contract or tort (including in each case negligence) or otherwise shall, in respect of all claims, be limited to \$10,000 in total in the aggregate.**

**10.7. You 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 you of Clauses 6.1 and 6.2 (Your Obligations to Stannp) and Clause 8.3 (Use by Stannp of your Materials).**

## **11. Data Protection**

- 11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.2. 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



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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 Service. The term of processing is for the duration of this Agreement, as otherwise requested by the Customer within Stannp's retention policy setting, or as otherwise required by applicable law.

11.3. The Customer will comply with all of its obligations under Data Protection Legislation. The Customer will ensure that it has all necessary appropriate consents and notices in place, whether from Authorized Users, End Customers or otherwise, to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Stannp and for processing of it by Stannp for the duration and purposes of this Agreement. The Customer agrees to defend Stannp its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, from and against, and to indemnify and hold Stannp harmless from, all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) arising out of Customer's obligations under this section and Data Protection Legislation.

11.4. Stannp shall, in relation to any Personal Data processed in connection with the performance by Stannp of its obligations under this Agreement:

11.4.1. process that Personal Data only on the documented written instructions of the Customer unless Stannp is required by Data Protection Legislation or other applicable law to otherwise process that Personal Data. Where Stannp is relying on Data Protection Legislation or other applicable law as the basis for processing Personal Data, Stannp shall promptly notify the Customer of this before performing the processing required by the Data Protection Legislation or other applicable law unless such law prohibits Stannp from so notifying the Customer;



- 11.4.2. ensure that it has in place appropriate technical and organizational measures to protect against unauthorized 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 unauthorized 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, pseudonymizing 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 organizational measures adopted by it);
- 11.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 11.4.4. 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;
- 11.4.5. notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 11.4.6. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Data Protection Legislation or other applicable law to store the Personal Data; and



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- 11.4.7. maintain complete and accurate records and information to demonstrate its compliance with this Clause 11.
- 11.5. The Customer consents to Stannp appointing from time to time third-party processors of Personal Data under this Agreement. Stannp confirms that it has entered or (as the case may be) will enter with such third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 11 and in either case which Stannp confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. 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 11.
- 11.6. The Customer acknowledges that it is responsible for ensuring the Personal Data (including End Customers' data) it provides to Stannp is free of any inaccuracy, incompleteness or other error. The Customer further acknowledges and accepts that the Service involves the use of such data to be able to convey the Mailing Items and Electronic Mailing Items to End Customers and Stannp is not able to control or verify the accuracy and/or completeness of the data the Customer provides.
- 11.7. Stannp is committed to protecting your and your End Customers' privacy. Stannp's Privacy Policy explains how we treat and process the Personal Data you transfer to us under this Agreement and protect your privacy when you access and use our Service. By using our Service, you agree that Stannp can use such data in accordance with our Privacy Policy.
- 11.8. Please see our Privacy Policy (<https://www.stannp.com/us/privacy-policy>) for more information.

## 12. General

### 12.1. Confidentiality:

- 12.1.1. For the purposes of this Agreement, "**Confidential Information**" means these Terms and all information obtained by one party from the other



pursuant to this Agreement and its performance which is marked, or ought reasonably to be regarded as confidential including Stannp's trade secrets, financial, technical and marketing information, software, specifications, intellectual property, ideas, technology, processes, knowledge and know-how, details of clients/customers, vendors, prices, discounts, margins and current trading performance and future business strategy.

12.1.2. Except as provided by Clauses 12.1.3, 12.1.4 and 12.1.5, each party shall at all times: (a) use its best endeavors to keep all Confidential Information confidential and not disclose any Confidential Information to any other person; and (b) not use any Confidential Information for any purpose other than to comply with its obligations or exercise its rights under this Agreement.

12.1.3. Any Confidential Information may be disclosed by either party to any governmental or other authority or regulatory body or any of its employees, officers or agents to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to the relevant party using its best endeavors to ensure that the person to whom the Confidential Information is disclosed keeps this confidential and does not use it except for the purposes for which the disclosure is made.

12.1.4. Any Confidential Information may be used by either party for any purpose, or disclosed by either party to any other person, to the extent only that: (a) it is at the date hereof, or hereafter becomes, public knowledge through no fault of the disclosing party (provided that in doing so the disclosing party shall not disclose any Confidential Information which is not public knowledge); or (b) it is or becomes available to the disclosing party otherwise than pursuant to this Agreement and free from any restrictions as to its use or disclosure.

12.1.5. This Clause 12.1 shall survive termination of this Agreement however caused.



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**12.2. Dealing with Rights and Obligations:**

12.2.1. Stannp may at any time assign, transfer, charge or otherwise deal in any way with its obligations and the benefit of all or any of its rights under this Agreement. Stannp may sub-contract any of its obligations hereunder to any third party. In particular, you hereby acknowledge that Stannp will use United States Postal Service or other third-party postal providers with respect to the handling and final conveyance of Mailing Items.

12.2.2. Stannp acknowledges that the Customer may use agents to electronically convey Mailing Items or Electronic Mailing Items to Stannp (in which case the Customer shall remain responsible for any and all acts or omissions of the agent and the agent's compliance with this Agreement). Other than as authorized in this Clause 12.2.2. the Customer shall not at any time assign, transfer, charge or otherwise deal in any way with your obligations or the benefit of all or any of your rights under this Agreement without the prior written agreement of Stannp.

12.3. **Events Beyond our Control:** Stannp shall not be liable to you for any breach of this Agreement or any failure to provide or delay in providing the Service resulting from any event or circumstance beyond our reasonable control including acts of God; war; riot; civil commotion; fire; flood; adverse weather; terrorist action; nuclear, chemical or biological contamination; governmental order, rule or regulation; failure of telecommunications that provide connectivity to the Platform from a public or private network such as the Internet; malicious damage or blockades; industrial disputes; and default of suppliers or sub-contractors.

12.4. **Entire Agreement:** This Agreement and our Privacy Policy constitutes the entire understanding and constitute the entire agreement between the parties in relation to its subject matter and supersede any previous agreement between the parties as to such subject matter.

12.5. **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.



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- 12.6. **Unenforceability:** If any provision in this Agreement is, in whole or in part, held by a court or other authority of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part thereof shall to that extent be deemed not to form part of this Agreement and the enforceability and validity of the remainder of this Agreement shall not be affected.
- 12.7. **Notices:** All notices given under or in connection with this Agreement shall be in writing and shall be sent via the Platform (where applicable) or alternatively to the address of the recipient set out on the Website or the Platform or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice that is provided other than via the Platform may be delivered personally by hand (including by commercial courier) or by first class pre-paid letter or by e-mail, and shall be deemed to have been served, if by hand, when delivered; if by first class mail, 48 hours after posting; and if by e-mail, when successfully dispatched in full.
- 12.8. **Third Party Rights:** This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.
- 12.9. **No Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.





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**12.10. Governing law and Jurisdiction:** This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with the laws of the State of Delaware and, for these purposes, the parties irrevocably submit to the exclusive jurisdiction in the State of Delaware.

Any legal suit, action, or proceeding arising out of, or related to these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**12.11. Limitation On Time To File Claims:** Any cause for action or claim you may have arising out of or relating to this agreement or the Website must be commenced within the earlier of (a) One (1) year after the cause of action accrues, and (b) the statute of limitations for such cause of action or claim under Delaware law; otherwise, such cause of action or claim is permanently barred.

**12.12. Arbitration:** At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Service or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying State of Delaware law.

**12.13. Reliance On Information Posted:** Any information presented on or through the Platform or the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of such information. Any reliance you place on any such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance



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placed on such information by you or any other visitor to the Website of the Platform, or by anyone who may be informed of any of its contents.

View Terms of Service on our website:

<https://www.stannp.com/terms-of-service>

Signed :



On behalf of Stannp

On behalf of the customer

[www.stannp.com](http://www.stannp.com)



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