

[Download.](#)

LICENSE AGREEMENT

IMPORTANT! This agreement, together with the documents referred to in it, sets out the terms and conditions (the "Agreement") which govern your use of the Product as defined below. It constitutes the entire agreement between the parties and supersedes all prior verbal and written discussion, agreements, understandings, representations, conditions and all other communications between the parties in relation to this matter.

Please read the Agreement carefully before entering the Site or subscribing to or making use of the Product. You may wish to retain this Agreement for your future reference.

The Product is not sold; it is licensed. The Product is and remains the property of AFD Software Ltd ("the Company") or other third parties and is protected by copyright laws and international copyright treaties.

By in any way installing, copying or otherwise using the Product or any part thereof, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or otherwise and in any way use the Product or any part thereof but return it to your supplier within fifteen (15) days for a full refund.

1. DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

"Annual License Renewal" means the latest version of the Product or any part of it;

"Annual License Renewal Fee" means the annual license renewal fee (if any) payable by you pursuant to clause 3.1 as published by the Company in respect to the Product from time to time;

"Authorised User" shall mean any individual who is employed or engaged under contract as part of your staff, whether on a temporary, permanent, or visiting basis and whom you wish to authorise to have access to the Product or any part thereof;

"Bureau Services" shall mean all services operated by the Licensee in respect of the processing of information or data which is owned or controlled by another person, company, organisation or body, including (without limitation) companies in the same group as the Licensee or any other associated organisation.

"Computer" means any computer, terminal or workstation owned or used by you;

"Effective Date" means the date of commencement of this License as printed on the License Certificate;

"First Year Data License Fee" means the data license fee (if any) payable by you pursuant to clause 3.1 as published by the Company in respect to the Product from time to time;

"Initial License Period" means the period of twelve months from the Effective Date or such other period as may be notified by the Company to you in the License Certificate or Appendix to this Agreement or otherwise;

"Insolvency" means in respect a Licensee the presentation of a petition for winding-up, bankruptcy, or administration or the convening of a meeting for the purpose of considering the same, the convening by the Licensee of a meeting of its creditors, or the appointment of a trustee, receiver, administrative receiver or similar officer in respect of all or any part of the business and assets of the Licensee;

"Intellectual Property" means the text, graphics, images and other material, and the organisation thereof and trademarks, software, copyrights, patents, trade secrets, processes and methods, know-how and other intellectual property rights embodied in or incorporated in the Product, and any tangible copies and expressions thereof;

"License" means the license granted to you pursuant to this Agreement and the License Certificate;

"License Certificate" means the certificate sent or to be sent by the Company to you granting a license to you to use the Product in accordance with this Agreement and references in this Agreement to the "Agreement" shall include the License Certificate;

"Licensed Computers" means the number of Computers on which the Product may be accessed pursuant to this Agreement as set out in the License Certificate;

"License Period" means the Initial License Period and thereafter whilst this Agreement is continuing;

"Monthly Fee" means the fee payable by you pursuant to clause 3.3 as published by the Company in respect to the Product from time to time;

"Network" means any electronic communication between two or more computer terminals linked together through computer software and/or telecommunication satellite cable or broadcasting services or through any other medium now known or hereinafter invented;

"Person" means any person, firm, company, institution, organisation or other legal entity throughout the world;

"Product" means the product(s) Licensed by the Company pursuant to this Agreement as set out on the License Certificate(s) and shall include all computer software, the data supplied with it, any associated media, electronic documentation and printed materials and if applicable any Site;

"Product Update" means an updated version of the Product or any part of it;

"Program License Fee" means the fee (if any) payable by you pursuant to clause 3.1 as published by the Company in respect to the Product from time to time;

"Site" means any website supporting the Product;

"you" or "your" means the Licensee under this Agreement as stated on the License Certificate.

2. GRANT OF LICENSE

2.1 The Company hereby grants to you the non-exclusive right for the License Period to install one copy of the Product on the Licensed Computers only on the terms and subject to the conditions set out in this Agreement and (if the License Certificate so states) the Royal Mail Terms which (if applicable) may be obtained from or viewed at the website address given on the License Certificate. The Product may not be accessed and used or shared between or in any way accessed and used from, either on or off Network, any Computers, other than the Licensed Computers irrespective of whether such access or use is concurrent.

2.2 If you intend to install, use or access the Product on or from more than the number of Licensed Computers or to share the Product between or in any way access it from, either on or off Network, more than the Licensed Computers then separate License Agreement(s) relating to the number of such other Computers intended to carry the Product or any part thereof must first be entered into with the Company.

2.3 The Company shall be entitled to sell or grant Licenses of the Product or any part thereof to any Person and nothing herein contained shall prevent the Company from compiling contributing to, publishing, marketing or licensing any other product in any way similar to the Product.

2.4 You shall have the right to load and store the Product on the Licensed Computers only and subject to the provisions of this Agreement to give access from the Licensed Computers to the Product only to Authorised Users.

3. LICENSE FEES

3.1 In consideration of the License granted to you under this Agreement you shall, pay to the Company on receipt of the invoice in respect thereto the Program License Fee, the First Year Data License Fee and on each Annual License Renewal the Annual License Renewal Fee(s) in each case at the Company's prevailing price for such fees in respect of the Product from time to time.

3.2 If elected by you prior to the commencement of this Agreement instead of the payments set out in clause 3.1 above you may in consideration of the License granted to you under this Agreement pay the Monthly Fee to the Company and you shall sign and effect a Direct Debit/Standing Order in such form as the Company may require for the amounts payable by you in respect of the Monthly Fee from time to time.

3.3 All fees (save for the Monthly Fee, which is stated inclusive of Value Added Tax) payable pursuant to this Agreement are stated by the Company exclusive of Value Added Tax which, if payable, shall be paid by you on presentation of an appropriate VAT invoice.

3.4 If you default in making payment of any sum payable by you pursuant to this Agreement then the Company shall be entitled (without prejudice to any other right or remedy it may have) to charge you interest on the outstanding sums at the rate of 2% per annum above Barclays Bank Plc's base rate in force from time to time from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award is made).

3.5 If you default in making payment of any sum payable by you pursuant to this Agreement then the Company shall also be entitled to deny you access to The Product until outstanding fees have been paid in full, and shall not be responsible for any loss or damage you may suffer in consequence. It is expressly agreed that you will continue to remain bound by all the obligations of this Agreement during the period that access to The Product is so denied, including notice periods, annual License Renewals and further fees payable.

3.6 The Company may increase any fees payable pursuant to this Agreement at any time after having provided you with three calendar months notice thereof prior to any such increase.

4. YOUR OBLIGATIONS

You shall not:

(i) transfer the Product from the Computer it was originally installed on or load it on to any other Computer without having made a prior written request of the Company for permission to do so which permission may be refused in the Company's absolute discretion;

- (ii) reverse engineer, decompile or disassemble the Product in any way;
- (iii) separate the component parts of the Product for use on more than one Computer;
- (iv) retain or make any copies of the Product other than the Product as provided to you by the Company pursuant to the terms of this Agreement and for a copy to be used for back-up purposes only;
- (v) extract Postcode Address File Data or AFD Data from the Product other than as part of the bona fide address management task you undertake or unless the prior consent of the Company has been obtained in writing display the Product on the internet or elsewhere or make it available to anyone other than an Authorised User;
- (vi) without prejudice to the generality of the foregoing, do anything with the Product which is in breach of or otherwise inconsistent with the moral rights of the Company;
- (vii) post or transmit through the Product or the Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law, or which, without the Company's express prior approval, contains advertising or any solicitation with respect to products or Products; or take any action which the Company in its absolute discretion considers will restrict or inhibits any other Person from using or enjoying the Product.

5. PRODUCT UPDATES, RENEWALS AND SUPPORT

5.1 If you have not elected to pay the Monthly Fee the Company shall provide you with quarterly Product Updates for the duration of this Agreement only at your specific request and at the prevailing cost for such Product Updates. It is an express condition of this Agreement that, if you have not elected to pay the Monthly Fee, you will in any event obtain an Annual License Renewal from the Company no less frequently than once in every calendar year whilst this Agreement is continuing (or such other frequency as may be notified to you by the Company in the License Certificate or otherwise) at the prevailing price for such Annual License Renewal at the time of such purchase.

5.2 If you have elected to pay the Monthly Fee you will be sent Product Updates as and when available.

5.3 Any Product support requested by you will be provided free of charge during normal working hours of 9am-5pm Monday - Friday (excluding holidays) by either Internet Electronic Mail (e-mail), World Wide Web (www) publications and documentation or telephone. Any further or subsequent Product support is chargeable at a fee agreed by you and the Company from time to time.

5.4 Any supplemental software provided by the Company to you as part of or in the course of despatching and providing Product support or in providing Product Updates or Annual License Renewals shall be provided to you at one address only (being the address set out in the License Certificate) and shall be considered part of the Product and the installation or use thereof will be subject to the terms and conditions of this Agreement.

6. ACCESS TO THE PRODUCT

6.1 This clause 6 shall apply where access to the Product and any Site is by means of HTML requests across the internet.

6.2 If you have not received a serial number and password from the Company after subscribing to the Product, you may not use the Site. You agree that you will not at any time disclose, transfer or permit any other person to use your serial number and password. You are responsible for taking all reasonable steps to ensure that no unauthorised person shall have access to your serial number and password. It is your sole responsibility to:

- (i) control the dissemination and use of serial number and password;
- (ii) authorise, monitor and control access to and use of your account and serial number and password; and
- (iii) promptly notify the Company of any need to reset or deactivate your serial number and password.

The Company reserves the right to freeze or terminate accounts that do not conform to these requirements.

7. DURATION OF AGREEMENT

7.1 This Agreement shall commence on the Effective Date and shall remain in effect for the Initial License Period and thereafter unless terminated in accordance with this Agreement. In the event this Agreement is not renewed this Agreement shall terminate at the end of the Initial License Period or the relevant anniversary of it.

7.2 At the end of the Initial License Period and at each anniversary of the Effective Date this Agreement shall automatically renew for 12 months unless you shall previously have given written notice, to the Company at least one month but not more than three months prior to the expiration of the Initial License Period or each subsequent anniversary of the Effective Date of your intention not to renew the Agreement.

7.3 The Company shall have the right to immediately terminate this Agreement in the event of any conduct by you which the Company, in its sole discretion, considers to be unacceptable, or pursuant to clause 8 below or in the event of your breach of this Agreement or your Insolvency.

7.4 In the event this Agreement shall terminate for any reason whatsoever you shall return the Product to the Company and you shall also delete or cause to be deleted the Product from any and all computer-readable versions and shall provide the Company with a certificate attesting to such deletion.

8. DISCONTINUATION OF PRODUCT

8.1 The Company shall have the right at any time, without notice, to change, suspend, discontinue, withhold or refuse access to any aspect or feature of the Product or the Site, including, but not limited to, content, hours of availability and equipment and software needed for access or use. The Company may also impose limits on certain features and Products or restrict your access to parts or the entire Product or Site without notice or liability on its part.

8.2 The Company reserves the right at any time to withdraw the Product or any part thereof or terminate this Agreement if the Company ceases, for whatever reason, or no longer retains the right to License the Product or any part thereof, or if, in the Company's sole discretion and on reasonable grounds believes that the Product or any part thereof contains any material which infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Company will in event of such withdrawal give written notice to you and you shall, on receipt of such notice, immediately comply with any of the Company's reasonable instructions with respect to such withdrawn Product.

8.3 Should the Company permanently or for a continuous period of seven days or more withdraw the Product or the Site or terminate this Agreement pursuant to clauses 8.1 or 8.2, a refund of any of the fees paid pursuant to this Agreement will be refunded pro rata to you.

8.4 The Company may at its sole discretion at any time and without warning withdraw from you or withhold the Product to you or terminate this Agreement if your activities are considered by the Company in its absolute discretion to be inappropriate or unlawful.

9. MARKETING

The Company may wish to identify you in its marketing materials as a subscriber or licensee of the Product. Your use of the Product indicates our permission for the Company to use your personal data in this manner unless you notify the Company otherwise, in writing, within five business days of the date of the License Certificate.

10. VARIATION OF TERMS OF AGREEMENT AND INFORMATION

The Company shall have the right at any time to change or modify the terms of this Agreement and the terms and conditions applicable to your use of the Product, or any part thereof, or to impose new conditions, including, but not limited to, changing fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon the Company giving notice thereof (save where otherwise specifically provided in this Agreement), which may be given by means including, but not limited to, posting on the Site, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Your continued use of the Product or the Site after such notice shall be deemed to constitute acceptance of such changes, modifications or additions.

11. PRIVACY POLICY AND PUBLIC COMMUNICATIONS

You acknowledge and agree that any communications made to or by means of any portion of the Site are public. You acknowledge that:

- (i) you have no expectation of privacy in any communication; and
- (ii) no confidential, fiduciary, contractually implied or other relationship is created between you and the Company by reason of your transmitting a communication to any area of the Site or through the Product.

12. INTELLECTUAL PROPERTY AND OWNERSHIP

12.1 The Product is the property of the Company or the subject of a license to the Company and is protected by copyright and other intellectual property laws. It is expressly understood and agreed that all of the Intellectual Property is and will continue to be the exclusive property of the Company and/or its suppliers and/or its associated companies or entities. By using the Product and accessing the Intellectual Property, you agree that you will not take any action inconsistent with the Company's or its suppliers' or associated companies or entities' ownership rights and that you will abide by the copyright law and all other applicable international laws in general and the laws of England in specific with respect to such Intellectual Property. Details of the copyright to which the Product is subject is set out on the License Certificate.

12.2 You shall take all necessary measures to safeguard the Intellectual Property and proprietary rights of the Company and its suppliers and associated companies and entities in the Product and without prejudice to the generality of the foregoing shall ensure that:

- (i) each and every part of the Product used by you or any Authorised User in accordance with the License shall be clearly identified as being an extract of the Product;
- (ii) you will keep the License Certificate confidential and divulge it only to Authorised Users;
- (iii) you use your best efforts to ensure that Authorised Users abide by the terms and conditions of this Agreement and in particular but without limitation do not reproduce, redistribute, retransmit, publish or republish or otherwise commercially or in any other way exploit the Product save only as permitted under the terms of this

Agreement;

(iv) you monitor compliance by each Authorised User with the terms of this Agreement and immediately on becoming aware of any unauthorised use by an Authorised User of the Product or any part thereof or other breach of this Agreement take all reasonable steps both to ensure that such Authorised User ceases such activity and to prevent any recurrence of it including where necessary by terminating that Authorised User's access to the Product or any part thereof;

(v) you use your best efforts to ensure that only Authorised Users are permitted access to and use of the Product;

(vi) you maintain all copyright notices relating to the Product on all copies of or on any part of the Product held under your control; and

(vii) comply with all applicable law as it relates to the use or access of the Product.

12.3 Unless expressly agreed by the Company you shall not:

(i) alter, modify, delete, conceal, obscure, remove or otherwise tamper with the trade marks, trade names, numbers, copyright or other proprietary legends or designations of origin or other means of identification notices or disclaimers used on or in relation to the Product from time to time;

(ii) do, or authorise any Authorised User or other Person to do any act which would or might invalidate or be inconsistent with any Intellectual Property of the Company in the Product and shall not omit or authorise any third party to omit or do any act which by its omission would have that effect or character.

13. USE OF CONTENT, COPYRIGHT AND LICENSE TO DOWNLOAD MATERIAL

The Company owns the copyright or has had Licensed to it all Intellectual Property, and unauthorised copying of any Intellectual Property is prohibited. Subject to this Agreement, the Company grants to you, whilst your subscription to the Product subsists, a limited License to download the Product, data files, installation software, example and instruction pages and web building templates for the sole purpose of enabling you to make use of the Product in accordance with this Agreement and where applicable have access to the Site. No other licensing rights are granted.

14. WARRANTIES

14.1 The Company warrants that it has the right to license the rights granted to you under this Agreement and that the Product will perform substantially in accordance with the description of the Product provided to you for a period of 90 days from the date of receipt of the Product by you. No other warranties are given by the Company.

14.2 The Company's (and its agents, employees, suppliers' and/or any other third party associated with or in the employ of the Company) total liability under this Agreement, if any, will be limited to the equivalent of one month's fees paid up by you for the Product.

14.3 The warranties set out in this clause 14 are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing, or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

15. CUSTOMER ACKNOWLEDGEMENTS

YOU EXPRESSLY AGREE THAT:

(i) use of the Product and the Site is at your sole risk. The Company does not warrant that Product or the Site will be uninterrupted or error free;

(ii) although the Company has attempted to provide accurate information on the Product or Site to you, the Company does not assume any responsibility for, or make any representation with respect to the accuracy or completeness of such information. You acknowledge that You are relying on your own judgement and skill to determine the suitability of the Product and its License or Site and its License for Your purposes and do not rely on any advice or recommendation that the Company may have provided to you;

(iii) the Product or Site is provided "AS IS," and the Company expressly disclaims any implied or expressed warranties or conditions of any kind (except for the warranty provided in clause 14 above), including warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property relating to such Product;

(iv) you specifically acknowledge that the Company is and will not be liable for any defamatory, offensive or illegal conduct by you or other third party as it relates to the Site and the Product;

(v) the Company and its associated companies and entities, suppliers and agents shall not be liable for any infection by any virus or damage to any computer that results from the use, access to the Product or the Site or downloads of any Intellectual Property therefrom;

(vi) the Company shall not be liable or responsible for any loss or damage caused in whole or in part by the occurrence of any contingency beyond the control of the Company, including but not limited to fires, civil unrest,

riots, rebellions, accidents, explosions, interruptions or imperfections in telephone cables or computer systems, network or internet disruptions, electrical disturbances, power failures, satellite malfunctions or interruptions, floods, storms or any similar act or act of God;

(vii) in no event shall the Company its associated companies and entities, suppliers or agents be liable for any damages whatsoever, including (without limitation, special, indirect, consequential or accidental damages, including, without limitation, damages resulting from the use or reliance on the information presented, loss of profits or revenues or cost of replacement of goods save as provided in clause 14 above;

(viii) compliance with data protection laws applying in any jurisdiction where the Product is used by you or otherwise applying to you shall be your sole responsibility and you hereby warrant to the Company that you have and will comply with all such data protection laws in connection with your use of the Product;

(ix) you will provide the Company with all information reasonably requested by it within 7 days of a request by the Company requesting such information and on request provide facilities to the Company during business hours to inspect at your premises any records, documents and Computers in each case for the purpose only of ensuring your compliance with the terms of this Agreement;

(x) the Royal Mail Terms shall form part of this Agreement if it is stated in the License Certificate to so apply; and

(xi) the License shall be governed by this Agreement which shall apply irrespective of whether you have provided in any order or otherwise for any other terms and conditions to apply to this License, such other terms and conditions being of no effect;

(xii) you hereby appoint the Company to act as your exclusive agent in the extraction, preparation, indexing, compression and delivery of all Data to be used within the Product or Site.

16. SEVERABILITY

If any part of this Agreement is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, it shall to that extent be severed from the remainder of the Agreement, which shall continue to be valid and enforceable.

17. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company, its associated companies and entities, its suppliers and their respective officers, and agents and/or any other third party associated with or in the employ of the Company or such other Person from and against all claims and expenses, including legal fees, arising out of your use of the Product and the Site or any use made of your account with the Company.

18. TRANSFER

You may only transfer, assign sub-License or otherwise deal with the License granted under this Agreement if you have obtained the Company's express written consent which may be refused in the absolute discretion of the Company. The Company may transfer or assign this agreement in its absolute discretion.

19. APPLICABLE LAWS

19.1 The terms of this Agreement are governed by English Law.

19.2 You agree to the exclusive jurisdiction of the English courts in relation to any dispute, which may arise under this Agreement.

20. CONFIDENTIALITY

You shall during the term of this Agreement and thereafter keep and procure that your employees, contractors and agents keep secret and confidential all business, technical and commercial information concerning the Company and the Products that you have received or obtained as a result of the entering into of this Agreement save for information which is trivial or obvious or which enters into the public domain other than as a result of a breach of this clause.

21. ADDITIONAL PROVISIONS APPLICABLE TO NAMES & NUMBERS AND TRACEMASTER PRODUCTS

21.1 It is a further condition of this Agreement that you agree that:

(i) it is your responsibility to contact the Mailing Preference Service (MPS), the Telephone Preference Service (TPS) and the Corporate Telephone Preference Service (CTPS) (which are updated approximately every 28 days) to check and eliminate any records obtained from the Product before using such records for marketing, research or survey purposes;

(ii) no records obtained directly from the Product shall be used for marketing, research or survey purposes unless they are records including an Organisation Name, or are shown in The Product to be included in the "Edited Electoral Roll".

(iii) you will follow the following codes of practice when contacting people by telephone using records obtained

from the Product:

- (a) never call a person who has registered with the TPS or an Organisation registered with the CTPS;
 - (b) always identify yourself clearly;
 - (c) never withhold your own Caller Line Identity;
 - (d) never adopt a menacing or annoying manner;
 - (e) remain polite, respectful and never use profanities or bad language;
 - (f) immediately end a call when requested to do so;
 - (g) always respect a request not to be contacted again;
 - (h) never telephone during unsocial hours (i.e never call a private residence before 10a.m (11 a.m at weekends or holidays) or after 10p.m.)
- (iv) never use any telephone numbers from the Product for sending SMS ("Text") messages as part of any mass-marketing activity.

21.2 The Mailing Preference Service can be contacted at DMA House, 70 Margaret Street, London, W1W 8SS; telephone 020 7291 3310 or <http://www.mpsonline.org.uk> and the Telephone Preference Service and Corporate Telephone Preference Service can be contacted at DMA House, 70 Margaret Street, London, W1W 8SS; telephone 020 7291 3320 or <http://www.tpsonline.org.uk>.

21.3 In addition to the fees payable pursuant to clause 3 of this Agreement you shall:

- (i) pay to the Company a Data Extract License Fee of £20 +VAT for each thousand (or part thereof) residential address records extracted from the Product after the first 100,000 residential address records have been extracted within a single license year. For the purpose of this clause a "residential address record" is a record of one person at one delivery point
- (ii) pay to the Company a Data Extract License Fee of £120 + VAT for each thousand (or part thereof) organisation address records extracted from the Product after the first 10,000 organisation address records have been extracted within a single license year. For the purpose of this clause an "organisation address record" is a record containing data in the 'organisation', 'Sic' or 'Classification' fields at one delivery point.
- (iii) submit a quarterly return to the Company detailing the records which have been extracted by you in the previous quarter in the format requested by the Company from time to time. The returns shall be submitted to the Company by the 15th April, 15th July, 15th October and 15th January in each year in respect of the 3 month period ending on the last day of the previous month.
- (iv) Not export more than 50,000 organisation or 500,000 residential address records within a single license year without first seeking and receiving written authorisation from The Company

21.4 Non-return of quarterly Data Extract Return

- (i) In the event of non-return of a quarterly Data Extract Return, the Licensee agrees to pay a late return penalty of £250 which shall be invoiced by the Company and payable within 14 days of the invoice date. Should the Licensee continue to fail to observe the terms and conditions of Data Extracts from the Product, the Company may terminate this Agreement forthwith pursuant to clause 7 above, with no refund of any fees paid.
- (ii) Where the Company has reason to believe that Organisation data extracts have exceeded 10,000 records or that residential data extracts have exceeded 100,000 records it reserves the right to make an estimate of extracted records which have exceeded these amounts and invoice the Licensee according to the provisions in 21.3 i and 21.3 ii.

21.5 The Product shall not be used in any automated process for extraction or addition of data from the Product into other databases or computer records.

22. ADDITIONAL PROVISIONS APPLICABLE TO CENSATION CENSUS-BASED AND OTHER NATIONAL STATISTICS DATA

22.1 Censation contains Census output which is Crown copyright and is reproduced with permission of the controller of HMSO and the Queen's printer for Scotland

22.2 The Census output contained in Censation incorporates safeguards against the possible identification of any particular person or household. You shall not use such output to attempt to obtain or derive information relating specifically to an individual or household, nor claim to have obtained or derived such information.

22.3 You shall not operate any Bureau Services that make use of data or information from Censation.

22.4 Parliamentary Constituency and other National Statistics data is sourced from National Statistics. Crown copyright material is reproduced with the permission of the Controller of HMSO.

23. ADDITIONAL PROVISIONS APPLICABLE TO MAP DATA

23.1 The Map Data supplied with AFD Postcode products is copyright of Collins Bartholomew Ltd

23.2 All screen images derived or generated from the data should incorporate the following acknowledgements:

Digital Map Data © Collins Bartholomew Ltd (year)

"year" shall be the year in which The Product was purchased or most recently renewed.

23.3 Hard copy prints from the map data up to and including A4 size are permitted under the terms of this agreement. Hard copy output for resale or distribution to third parties may not be produced by you without the written permission of Collins Bartholomew. All hard copy output produced from the data should incorporate the following acknowledgements:

Digital Map Data © Collins Bartholomew Ltd (year)

"year" shall be the year in which The Product was purchased or most recently renewed

24. ADDITIONAL PROVISIONS APPLICABLE TO BANKFINDER

24.1 Your right to use the Extended ISCD data provided with BankFinder is limited to use in connection with the UK Bacs scheme, Faster Payments scheme, CHAPS Sterling scheme and Cheque and Credit Clearing scheme.

24.2 You acknowledge that all property rights including but not limited to Intellectual Property rights in the Sorting Code, Sorting Code Data, and the Extended ISCD, that form a part of BankFinder, are owned by UK Payments.

24.3 You shall update BankFinder data at least monthly.

24.4 All property rights in the Irish Bank sort code and validation data supplied with AFD BankFinder are the property of IPSO and/or its member banks, and that title shall not pass to you under any circumstances.

24.5 You shall not grant any license or otherwise permit any third party to use the Irish Validation Data or the Product.

24.6 You shall procure that only those employees and information technology contractors who have a need to know are given access to the Irish Validation Data supplied; and so that each such employee and contractor shall be advised that the Irish Validation Data is the property of IPSO and/or the Banks, and further is required to be kept confidential. You shall procure that the Irish Validation Data is kept confidential by such employees and contractors.

24.7 You shall not reverse engineer, publish or cause to be distributed the modulus rules used in validation.

24.8 You shall not publish or cause to be distributed a paper directory of Validation Data or Sort Code Data, and whether in competition with IPSO's publication entitled "Sort Code Book" or otherwise.

25. ADDITIONAL PROVISIONS APPLICABLE TO GRID REFERENCE DATA

25.1 The Product contains Ordnance Survey data © Crown copyright and database right 2015.

25.2 The Product contains Royal Mail data © Royal Mail copyright and database right 2015.

ROYAL MAIL TERMS

Please refer to the [Royal Mail Terms](#).