

TERMS & CONDITIONS OF SALE - PROSPECTManager

1. Scope of Agreement - These are the conditions of the contract between you, the Customer ("Subscriber", "you" and "your") and PROSPECTManager – a brand of MRA Data Services Ltd ("we", "us" and "our") governing your use of any products, subscriptions and services. PROSPECTManager make database and all data or information contained therein ("the data") available subject to these terms and conditions.

Your use of the data affirms your acknowledgement and agreement to be bound by these terms and conditions, as of the date stated on the initial Subscription Order (the "effective date").

2. Subscription Order - Data subscriptions shall only be binding when accepted by us. An email confirming the acceptance of a quote by PROSPECTManager will constitute a Subscription Order.

3. Terms of Sale - Any proposal or offer is valid for a period of 30 days only, unless otherwise specified, and PROSPECTManager may withdraw it at any time. The Customer shall ensure that its order is complete and accurate. We shall assume that any person who places a Subscription Order on your behalf can bind you legally. No order which has been accepted by PROSPECTManager may be cancelled by you, except with our written consent.

4. Ownership - PROSPECTManager shall retain legal and beneficial ownership of all Intellectual Property Rights in relation to the data in whole or in part. You obtain no ownership rights in the product or any of the Intellectual Property Rights pursuant to or arising out of this agreement.

5. Grant of License - We grant you a non-exclusive, non-transferable license to use the data described in your Subscription Order. You warrant that you shall only use the data for your own sales and marketing purposes in accordance with this agreement and shall not, without our prior written consent, make available, copy, reproduce, retransmit, disseminate, sell, license, distribute, publish, broadcast or otherwise circulate the data (or any part of it) to any person other than in accordance with these terms and conditions.

You further warrant that you shall comply with all applicable laws and regulations and shall not knowingly use the product for any improper or unlawful purposes. The Customer may not represent any part of the contents as being anything other than material owned by PROSPECTManager.

6. Licence Terms - This licence covers the use of data and databases collated and sold by PROSPECTManager, as follows:

a) All data, databases and mailing lists collated and supplied by PROSPECTManager are provided to the client in a digital format only. PROSPECTManager does not accept responsibility for the readability of data, nor is any liability accepted for conversion of the data supplied to any system or format other than that specified in PROSPECTManager's acknowledgement of the order.

b) Whilst PROSPECTManager will endeavour to achieve the highest possible level of accuracy, as data is compiled from a variety of sources we cannot warrant that any of the records are 100% complete. No warranty is given regarding the accuracy, relevance or completeness of individual addresses, contact names, telephone numbers or email addresses or that any list is a complete compilation of the categories of persons or establishments described therein.

c) The database may only be used solely within the Customer company and for the legitimate sales and marketing purposes of that company. The data, or any part of it, may NOT be given or sold to any other third party (including any other companies within the same group).

d) Should the PROSPECTManager data be stored, in whole or in part, on the systems (CRM, data warehouse/platforms, etc) of the Customer company, then the accompanying PROSPECTManager data reference number (for each record) MUST also be stored. This is a fundamental component of each individual record and needs to be retained for data identification, updating and destruction purposes.

e) Whether or not PROSPECTManager shall have seen copies of the items to be mailed or emailed by or on behalf of the Customer, the Customer warrants that such items contain nothing which infringes copyright or is defamatory, obscene, indecent, or otherwise unlawful, and shall keep PROSPECTManager fully indemnified against losses, costs, charges and expenses of whatsoever nature arising out of or in connection with any such claim.

f) PROSPECTManager shall not be liable, nor accept responsibility for direct or indirect loss, consequential loss or loss of profits suffered by the use of contact or other information supplied in any database or other list for any reason whatsoever.

7. Fees and Payment Terms - All fees are payable on demand via Direct Debit. Value Added Tax, where applicable, will be added at the appropriate rate to the total of all fees.

All overdue monies are subject to interest of 15% per month or part of month in which they are outstanding.

The agreed contract sum may be increased at intervals of not less than one year, commencing upon the first anniversary of the initial Subscription Order, by an amount equivalent to the rate of inflation - as defined by the Retail Prices Index excluding mortgage interest payments (RPIX).

8. Term and Termination - The contract shall commence on the date specified in the Subscription Order or renewal. Unless agreed otherwise in writing, the contract shall continue for a continuous period of not less than 6 months, subject to three complete calendar months' notice of termination.

PROSPECTManager may terminate the contract immediately if:

a) The Customer fails to pay any amount due under the contract on the required payment date and remains in default not less than 15 days after being notified to make such payment;

b) Or the Customer is subject to bankruptcy, insolvency or (in Scotland) sequestration proceedings, including appointment of an administrator or receiver or going into voluntary liquidation;

c) Or there is a change of control/ownership of the Customer company;

d) Or the Customer exceeds any licensing or copying limits specified in the proposal, or other infringements of copyright.

On any termination of the contract for any reason or expiry of the term, the Customer shall immediately pay any outstanding amounts owed to PROSPECTManager under this

agreement and shall ensure that there is no further use of the data.

Any notice of contract termination must be given by the Customer in writing – via email. Upon the contract end date, all PROSPECTManager data, databases and related information records must be immediately destroyed by the Customer. Being removed from all CRM platforms and/or databases.

The PROSPECTManager ‘fingerprint’ controls will highlight continued, unauthorised, data use. In such a situation, the Customer will be charged as if it is an ongoing subscription, until full data destruction has been both confirmed in writing and demonstrably proven.

9. Security and Passwords - The Customer, and each registered user, shall ensure that materials are kept secure and shall use the best available security practices and systems to preserve the integrity of any materials processed by it and to prevent, and take prompt and proper remedial action against, any corruption or loss of such materials and against any unauthorised access, copying, modification, storage, reproduction, display or distribution of the materials.

If the Customer becomes aware of any misuse, loss, destruction, corruption or other damage of or to any materials, or any security breach in connection with the contract that could compromise the security or integrity of the materials or otherwise adversely affect PROSPECTManager, the Customer shall promptly notify us and co-operate with reasonable security investigations.

A password may only be used by the registered user to whom the password is issued and sharing of passwords is strictly prohibited. In the event of loss or theft of a password, it is your responsibility to notify PROSPECTManager immediately in writing.

10. Suspension of Services - PROSPECTManager may suspend access to PROSPECTManager data and services in order to carry out any emergency maintenance or repair of the software. We will endeavour to provide as much notice of the suspension as reasonably possible, however, the Customer acknowledges that on occasions no notice may be possible. PROSPECTManager will restore suspended services as soon as reasonably practicable after the cause of the suspension has been rectified.

PROSPECTManager reserves the right to withhold specific information or data where it considers this necessary.

11. Warranty and Indemnity - You agree to indemnify and hold PROSPECTManager and any of our employees and agents harmless from and against all claims, liabilities, expenses, losses, cost or damages incurred or suffered and any claims of legal proceedings which are brought or threatened, in each case arising from any violation or infringement of third party rights, or any breach of any of these terms and conditions.

The Customer represents and warrants that you comply with the license conditions and that you are not an information reseller. PROSPECTManager warrants that the services will be provided in accordance with the Subscription Order in all material respects. PROSPECTManager has the right to license the use of the services and the materials as specified in these terms and conditions. However, PROSPECTManager does not warrant that the supply of materials or use of the services will be free from interruption; that the materials are accurate, complete, reliable, secure, useful, fit for purpose or timely.

12. Liability - PROSPECTManager employs reasonable endeavours to ensure that the data is up-to-date inline with normal operating practice. We give no warranty though that the data shall be free from errors or inaccuracies, nor that it is a complete list of the category

of persons or things described therein.

PROSPECTManager accepts no liability or responsibility for damages suffered by any third party as a result of decisions made, or actions taken, based on the data.

Our liability in contract, tort or otherwise arising out of or in connection with the agreement shall not exceed the total charges received by us from you for services outlined in the Subscription Order.

13. Confidentiality - Neither party shall, except as required to perform our and/or your respective rights and obligations, use, copy, adapt, alter, disclose to any third party or part with possession of any information or data of the other party which is disclosed or otherwise comes into our or your possession directly or indirectly as a result of these terms and which is of a confidential nature.

14. Force Majeure - We will not be liable for any delay or failure to perform any obligation under this agreement due to any event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labour dispute, riot, terrorism, acts of restraint of government or regulatory authorities, failure of IT equipment or technology services and platforms.

15. General - You may not resell, assign or transfer any of your rights under this contract without our written consent. Any attempt to resell, assign or transfer rights without our consent will entitle us to cancel the contract without liability to you. A person who is not party to this contract has no right under the contracts to rely upon or enforce any terms of this agreement.

PROSPECTManager is subject to the Data (Use and Access) Act 2025. Any information supplied to us as part of this registration process and/or any other interaction with PROSPECTManager will be collected, stored and used in accordance with our Privacy Policy.

16. Proper Law - This agreement is governed by English law and each party agrees that the courts of England will have non-exclusive jurisdiction to deal with any disputes arising out of or in connection with this agreement. Changes to this contract can only be made in writing.