



Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern your company's access to and use of Service Level Management Ltd.'s software-as-a-service (SaaS) platform and associated postal services (the "Service"). By registering for or using the Service, your company agrees to be bound by these Terms.

2. Definitions

In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- **"Agreement"** means these Terms and Conditions, together with any schedules, annexes, or addenda (including the Data Processing Agreement) and any order forms or pricing agreements entered into between the parties.
- **"Business Day"** means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
- **"Client", "you", "your"** means the business, company, organisation, or entity that has registered for and is using the Service under these Terms.
- **"Client Data"** means all data, information, content, or materials uploaded to, stored in, transmitted through, or otherwise provided by the Client in connection with the Service, including recipient details.
- **"Client Personal Data"** means personal data (as defined under UK GDPR) included within Client Data that is processed by Service Level Management Ltd on behalf of the Client in connection with the Service.
- **"Confidential Information"** means all information disclosed by one party to the other in connection with this Agreement, whether oral, written, or in any other form, that is marked or otherwise identified as confidential, or which should reasonably be understood to be confidential given the nature of the information.
- **"Data Protection Law"** means all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003.
- **"Data Processing Agreement" or "DPA"** means the addendum attached to this Agreement setting out the obligations of the parties in respect of Client Personal Data.
- **"Fees"** means the charges payable by the Client for use of the Service, as set out in the Agreement or otherwise notified in writing by Service Level Management Ltd.
- **"Force Majeure Event"** means any event or circumstance beyond a party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, epidemic, war, terrorism, civil unrest, strikes, lock-outs, industrial disputes, failure of utilities or telecommunications, or failure of suppliers or subcontractors.
- **"Intellectual Property Rights"** means patents, rights to inventions, copyright, neighbouring rights, moral rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use

and protect the confidentiality of information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

- **“Service”** means the software-as-a-service platform and related postal services provided by Service Level Management Ltd to the Client under this Agreement.
- **“Sub-Processor”** means any third party engaged by Service Level Management Ltd to process Client Personal Data in connection with the provision of the Service.
- **“Terms”** means these Terms and Conditions, as amended from time to time in accordance with Section 13 (Changes to Terms).

“SLM”, “we”, “our”, “us” means Service Level Management Ltd a company registered in England and Wales with the details set out above

3. Scope of Services

A. Provision of the Service:

Service Level Management Ltd provides the Client with access to its proprietary software platform (the “Service”) to facilitate the preparation, management, and electronic submission of documents for print, fulfilment, and postal despatch.

B. Use within the Client Organisation:

The Service may be used by the Client and its authorised users within the Client’s organisation for internal business purposes only, including the generation, management, and submission of mail items for distribution through authorised carriers.

C. Hybrid Mail Solution:

Where requested by the Client and agreed in writing, Service Level Management Ltd may also provide an outsourced hybrid mail service. This service involves the electronic submission of documents by the Client through the Service for physical print, fulfilment, and postal despatch by Service Level Management Ltd or its appointed subcontractors.

D. Exclusions from Scope:

The Service does not include:

- provision of end-user hardware, networking, or internet connectivity;
- postal services beyond handover of items to the designated postal carrier or downstream access provider;
- guarantees of delivery times, which are subject to the performance of third-party postal carriers;
- custom development, integrations, or consultancy, unless separately agreed in writing.

E. Modifications to the Service:

Service Level Management Ltd may enhance, update, or modify the Service from time to time, provided that such changes do not materially diminish the overall functionality of the Service.

4. Confidentiality

A. Confidential Information Defined

“Confidential Information” means all information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), whether oral, written, or in any other form,

that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes (without limitation): business, financial, technical, and operational information; product designs, roadmaps, and code; pricing and contractual terms; Client Data; and personal data.

B. Exclusions

Confidential Information does not include information which:

- is or becomes publicly available through no fault of the Receiving Party;
- was lawfully known to the Receiving Party prior to disclosure;
- is lawfully received from a third party without restriction on disclosure; or
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

C. Obligations of Confidentiality

The Receiving Party shall:

- keep the Disclosing Party's Confidential Information strictly confidential;
- not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, except as permitted in these Terms;
- use Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement;
- take all reasonable steps (no less than those it takes to protect its own confidential information) to safeguard Confidential Information against unauthorised access, use, or disclosure.

D. Permitted Disclosures

The Receiving Party may disclose Confidential Information:

- to its employees, officers, professional advisers, contractors, and sub-processors who have a need to know it for the purposes of this Agreement and who are bound by obligations of confidentiality no less restrictive than those set out herein;
- where required to do so by law, regulation, or order of a court or governmental authority, provided that (to the extent legally permitted) the Receiving Party gives prompt written notice to the Disclosing Party and cooperates to seek confidential treatment.

E. Duration of Obligations

The confidentiality obligations in this section shall survive termination of this Agreement and continue for a period of five (5) years thereafter, except with respect to trade secrets, which shall remain confidential for so long as they remain a trade secret under applicable law.

F. Remedies

Each party acknowledges that unauthorised disclosure of Confidential Information may cause substantial harm for which damages would not be an adequate remedy, and that the Disclosing Party shall therefore be entitled to seek injunctive relief (without posting bond or other security) in addition to any other remedies available at law or equity.

5. The Service

- A. **Platform Access:** Service Level Management Ltd provides an online platform for creating, managing, and sending physical post through integrated postal partners.
- B. **Printing and fulfilment:** Printing and enveloping documents
- C. **Postal Handling:** Physical items are processed and delivered by third-party carriers (e.g., Royal Mail or other operators).
- D. **Availability:** While we aim to provide continuous access, we make no guarantee that the Service will be uninterrupted or error-free.

6. Client Responsibilities

- A. **Account Security:** You are responsible for all activity under your account.
- B. **Lawful Use:** You must not use the Service to send unlawful, offensive, or infringing material.
- C. **Data Accuracy:** You must ensure recipient data (including addresses) is accurate and lawful for use.
- D. **Compliance:** You are responsible for ensuring that use of the Service complies with applicable laws, regulations, and postal restrictions.

7. Payments and Charges

- A. **Fees:** Fees are charged for use of the software and also for each item sent, on a subscription basis, or as otherwise agreed in writing.
- B. **Currency & VAT:** All charges are in GBP and exclusive of VAT, which will be added at the prevailing rate.
- C. **Invoicing & Payment Terms:** Unless otherwise agreed in writing, invoices are issued monthly in arrears and payable within **30 days** of the invoice date.
- D. **Late Payment:** We reserve the right to charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 on overdue sums, as well as reasonable debt recovery costs.
- E. **Suspension for Non-Payment:** If you fail to pay fees on time, we may suspend or restrict your access to the Service until payment is made.
- F. **Fee Changes:** We may adjust our fees by providing at least **30 days' written notice**. Continued use of the Service after such notice constitutes acceptance of the new fees.
- G. **No Set-Off:** You shall pay all amounts due in full, without deduction or set-off.

8. Delivery and Risk

Postal Carriers and Downstream Access

- A. **Third-Party Carriers:** Physical items created or sent through the Service are delivered by independent third-party postal carriers and downstream access providers. We have no control over, and accept no responsibility for, the performance, delays, errors, or omissions of such third parties.
- B. **Delivery Times:** Any delivery times stated by us are estimates only and are not guaranteed. Actual delivery is subject to the terms and performance of the relevant postal carrier.
- C. **Liability:** To the fullest extent permitted by law, we exclude all liability for loss, delay, mis-delivery, or non-delivery of items once they have been handed to a postal carrier or downstream access provider. Any compensation or remedy for such events will be limited to that which is available from the carrier under its own terms of service.
- D. **Claims:** If you wish to pursue a claim relating to postal delivery, you agree to do so directly with the relevant carrier, unless we are expressly authorised to manage such claim on your behalf.

9. Intellectual Property

- A. **Our IP:** All intellectual property rights in the Service (including software, source code, APIs, documentation, branding, and associated materials) are and shall remain the exclusive property of Service Level Management Ltd or its licensors. Except as expressly set out in these Terms, no rights are granted to you.
- B. **Licence to Use:** We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Service solely for your internal business purposes during the term of this agreement.
- C. **Your Data:** You retain all intellectual property rights in any data, content, or materials you input into the Service ("Client Data"). You grant us a non-exclusive, royalty-free licence to process, store, and transmit Client Data only as necessary to provide the Service.
- D. **Aggregated Data:** We may collect and use anonymised, aggregated data derived from your use of the Service for purposes including service improvement, analytics, and benchmarking, provided such data does not identify you or your customers.
- E. **Third-Party Content:** If the Service enables you to access or use third-party software, services, or content, such use is subject to the relevant third-party terms, and you agree to comply with those terms.

10. Support and Maintenance

A. Included Services: Unless otherwise agreed in writing, standard support and maintenance are included within the Fees paid for the Service. This includes:

- Access to our helpdesk during Business Days and Business Hours ([insert e.g. Monday to Friday, 9:00 to 17:30 UK time]);
- Updates, patches, and bug fixes as we make them generally available to all customers; and
- Routine maintenance to ensure the continued operation and security of the Service.

B. Exclusions: Support and maintenance do not include:

- On-site support or consultancy;
- Development of custom features, integrations, or modifications;
- Assistance with issues arising from misuse, unauthorised modifications, or third-party systems not supplied by us.
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C. Scheduled Maintenance: We may carry out routine or scheduled maintenance on the Service. Where possible, we will provide at least 48 hours' notice of any planned maintenance that may materially affect availability.

11. Customer Security

- A. Account Credentials:** You are responsible for maintaining the confidentiality of all usernames, passwords, API keys, and other security credentials associated with your account.
- B. Authorised Users:** You must ensure that only authorised personnel access the Service and that such personnel use it in accordance with these Terms.
- C. Notification of Breach:** You must notify us immediately if you become aware of any unauthorised access to or misuse of your account, credentials, or data.
- D. Liability for Misuse:** You are solely responsible for all use of the Service under your credentials, whether authorised by you or not, unless such use results directly from our negligence or a failure in the Service.
- E. Security Measures:** We will implement reasonable technical and organisational security measures in line with industry practice to protect the Service and data processed through it. However, we do not warrant that the Service is immune from unauthorised access or attack.
- F. Limitation of Liability:** To the fullest extent permitted by law, we exclude liability for any losses, damages, or claims arising from unauthorised access to your account resulting from your failure to comply with this section.

12. Data Protection

A. Compliance with Law

Each party shall comply with all applicable data protection and privacy legislation in force from time to time in the UK, including the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (together, "Data Protection Law").

B. Roles of the Parties

- For the purposes of Data Protection Law, you are the Data Controller in respect of any personal data that you upload, transmit, or provide to us in connection with the Service ("Client Personal Data").
- We act as a Data Processor in relation to Client Personal Data, except where we determine the purposes and means of processing (in which case we act as a controller).

C. Client Responsibilities

You are solely responsible for ensuring that:

- You have a valid lawful basis for providing Client Personal Data to us;
- You have complied with all necessary transparency, notice, and consent obligations towards the data subjects;
- Client Personal Data is accurate, complete, and up to date;
- No special category personal data (as defined in UK GDPR Article 9) is provided unless expressly agreed in writing.

D. Our Processing Obligations

When acting as Data Processor, we shall:

- Process Client Personal Data only on your documented instructions, unless required by law;
- Ensure our staff and contractors who access Client Personal Data are subject to appropriate confidentiality obligations;
- Implement appropriate technical and organisational measures to protect Client Personal Data against accidental loss, destruction, damage, alteration, or unauthorised access;
- Assist you, at your cost, with reasonable requests to enable compliance with data subject rights (including access, rectification, erasure, restriction, portability, and objection);
- Notify you without undue delay after becoming aware of a personal data breach, providing sufficient information to meet your obligations under Data Protection Law;
- Provide, on request and subject to confidentiality, reasonable information to demonstrate compliance with this section, including access to relevant policies or audit reports.

E. Sub-Processors

- You authorise us to appoint third-party sub-processors to support the delivery of the Service (including hosting providers, IT infrastructure suppliers, Print Service Providers and postal carriers).
- We shall ensure any sub-processor is bound by written contractual obligations that are at least as protective of Client Personal Data as those set out in these Terms.

- A current list of sub-processors will be made available upon request, and we shall provide notice of material changes.

F. International Transfers

- We shall not transfer Client Personal Data outside the UK or EEA unless appropriate safeguards are in place in accordance with Data Protection Law (e.g., adequacy regulations, standard contractual clauses, or binding corporate rules).

G. Data Retention and Deletion

- We shall not retain Client Personal Data longer than necessary for the purpose of providing the Service or complying with legal obligations.
- Upon termination of the Service, we shall, at your written request, delete or return all Client Personal Data (except to the extent retention is required by law).

H. Aggregated and Anonymised Data

- We may use anonymised or aggregated data derived from Client Personal Data for service improvement, analytics, benchmarking, or research, provided that such data cannot reasonably be used to identify an individual.

I. Priority

In the event of any conflict between this section and any separate Data Processing Agreement ("DPA") entered into between the parties, the DPA shall prevail.

13. Indemnification

1. Client Indemnity

The Client shall indemnify, defend, and hold harmless Service Level Management Ltd, its affiliates, and their respective directors, officers, employees, agents, and subcontractors (together, the "Indemnified Parties") from and against any and all losses, liabilities, damages, costs, expenses (including reasonable legal fees), claims, actions, and proceedings arising out of or in connection with:

- (a) the Client's breach of this Agreement;
- (b) the Client's use of the Service in violation of applicable laws, regulations, or postal restrictions;
- (c) any allegation that Client Data (including Client Personal Data) infringes, misappropriates, or otherwise violates the rights (including Intellectual Property Rights and privacy rights) of any third party;
- (d) any failure by the Client to obtain the necessary rights, consents, or permissions to provide Client Data to Service Level Management Ltd;
- (e) any misuse of the Service by the Client or its authorised users.

2. Indemnification Procedure

- The Indemnified Party shall promptly notify the Client of any claim subject to indemnification.
- The Client shall have the right to control the defence and settlement of the claim, provided that no settlement may be entered into without the Indemnified Party's prior written consent (not to be unreasonably withheld).

- The Indemnified Party shall reasonably cooperate with the Client, at the Client's expense, in the defence of any such claim.

3. **Exclusive Remedy**

The indemnities set out in this section constitute the Indemnified Parties' sole and exclusive remedy for third-party claims described above

14. **Term and Termination**

- A. **Term:** These Terms apply from the date you first access the Service and continue until terminated.
- B. **Termination by Notice:** Either party may terminate with **90 days' written notice**.
- C. **Termination for Cause:** We may suspend or terminate your access immediately if you:
 - Fail to pay fees when due;
 - Commit a material breach of these Terms and do not remedy it within **14 days** of written notice;
 - Misuse the Service in a way that may harm us, our systems, or third parties;
 - Become insolvent, enter liquidation, administration, or any arrangement with creditors.
- D. **Data on Termination:** We may retain Client Data until all outstanding fees are paid in full. Upon settlement, we will, at your request, either return or securely delete Client Data (except as required by law).
- E. **Effect of Termination:** Termination does not relieve you of your obligation to pay any accrued fees or charges.

15. **Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations under these Terms where such delay or failure results from events, circumstances, or causes beyond its reasonable control. Such events include but are not limited to acts of God, flood, fire, earthquake, pandemic, epidemic, war, terrorism, civil unrest, strikes, lock-outs, industrial disputes, failure of utilities or telecommunications, or failure of suppliers or subcontractors.

- The affected party shall notify the other as soon as reasonably practicable of the circumstances causing the delay or failure.
- If the force majeure event continues for more than **30 days**, either party may terminate the agreement with immediate effect on written notice.

16. Warranties

1. **Limited Warranty:** We warrant that we shall provide the Service with reasonable skill and care and in a professional manner consistent with industry standards.
2. **Exclusions:** Except as expressly stated in this Agreement, the Service is provided on an “as is” and “as available” basis, and we make no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of:
 - merchantability, satisfactory quality, or fitness for a particular purpose;
 - uninterrupted, timely, secure, or error-free access to the Service;
 - accuracy, completeness, or reliability of data, outputs, or results generated by the Service;
 - compatibility with any particular systems, software, or hardware; or
 - that the Service or any related materials will be free from viruses, malware, or harmful components.
3. **Third-Party Services:** We make no warranty in respect of services, networks, or systems provided by third parties, including postal carriers and downstream access providers.
4. **Client Warranties:** You warrant that:
 - you have full authority to enter into this Agreement and to grant the rights contemplated herein;
 - your use of the Service will comply with all applicable laws and regulations;
 - you have obtained all necessary consents and permissions to provide us with Client Data, including Client Personal Data, for use in connection with the Service.
5. **Exclusive Remedies:** Your sole and exclusive remedy for any breach of the warranty in Section 16.1 shall be, at our option, re-performance of the affected Service or a refund of the Fees paid for the period during which the Service was materially defective.

17. Limitation of Liability

- A. Nothing in these Terms limits liability for death, personal injury, or fraud caused by negligence.
- B. Except as expressly stated, all warranties and conditions are excluded to the fullest extent permitted by law.
- C. Our total aggregate liability under these Terms shall not exceed the total fees (excluding the costs of print, fulfilment and despatch of your outbound communications) paid by you to us in the 12 months preceding the claim.

18. Changes to Terms

We may update these Terms by providing **30 days’ prior written notice**. Continued use of the Service after such notice constitutes acceptance.

19. Assignment and Transfer

- A. **Our Rights to Transfer:** We may assign, transfer, novate, or otherwise deal with our rights and obligations under this Agreement, in whole or in part, to:
 - (a) any affiliate or group company;

(b) a purchaser of all or part of our business or assets; or

(c) a successor entity as part of a merger, acquisition, reorganisation, or restructuring.

We shall provide you with written notice of any such transfer, but your prior consent shall not be required.

B. **Client Restrictions:** The Client may not assign, transfer, novate, charge, subcontract, or otherwise deal with any of its rights or obligations under this Agreement, in whole or in part, without our prior written consent (such consent not to be unreasonably withheld).

C. **Binding Effect:** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns

20. Governing Law

These Terms shall be governed by the laws of England and Wales. Any disputes shall be resolved exclusively by the courts of England and Wales.

21. Contact Details

Service Level Management Limited

Broom House 39/43 London Road, Hadleigh, Benfleet, Essex, England, SS7 2QL.

Email: support@publisure.co.uk

Phone: 01622 320075

Addendum: Data Processing Agreement (DPA)

This Data Processing Agreement (“DPA”) forms part of the Terms and Conditions between Service Level Management Ltd and the Client.

1. Subject Matter and Duration

This DPA governs the processing of Client Personal Data by Service Level Management Ltd on behalf of the Client while the Service is provided, and shall continue until deletion or return of such data in accordance with the Terms.

2. Processing of Personal Data

- **Nature & Purpose:** Processing personal data necessary to provide the Service (including storage, transmission, printing, and delivery).
- **Types of Data:** Names, postal addresses, contact details, and other information supplied by the Client.
- **Categories of Data Subjects:** End customers, employees, contractors, and other recipients as determined by the Client.

3. Processor Obligations

Service Level Management Ltd shall:

1. Process Client Personal Data only on the Client’s documented instructions.
2. Ensure staff with access are bound by confidentiality obligations.
3. Maintain appropriate technical and organisational measures to protect Client Personal Data.
4. Assist the Client in complying with data subject rights and breach notification obligations.
5. Notify the Client without undue delay of any personal data breach.
6. Make available relevant information to demonstrate compliance with Article 28 UK GDPR.

4. Sub-Processing

The Client authorises Service Level Management Ltd to appoint sub-processors. A list will be made available on request. Service Level Management Ltd shall ensure sub-processors are bound by equivalent obligations.

5. International Transfers

Service Level Management Ltd will not transfer Client Personal Data outside the UK/EEA without appropriate safeguards in place under Data Protection Law.

6. Termination & Deletion

Upon termination of the Service, Service Level Management Ltd shall, at the Client’s request, delete or return all Client Personal Data (except as required by law).

7. Governing Law

This DPA is governed by the laws of England and Wales.

Service Level Agreement (SLA)

1. Scope

This SLA sets out the service levels applicable to the provision of Service Level Management Ltd.'s SaaS platform and associated postal handling services.

2. Service Availability

1. **Platform Uptime:** Service Level Management Ltd will use reasonable endeavours to ensure the SaaS platform is available **99.5% of the time** each calendar month, excluding:

- Planned maintenance (with at least **48 hours' prior notice**).
- Emergency maintenance required to protect system security or stability.
- Downtime caused by factors outside our reasonable control (e.g., internet or carrier outages)..

3. Support Services

1. **Support Hours:** UK business hours, Monday to Friday, 9am – 5pm (excluding public holidays).
2. **Support Channels:** Email: support@publisure.co.uk and phone: 01622 320075
3. **Response Times:**
 - **Critical issues** (system unavailable): response within **4 business hours**.
 - **High priority issues** (major functionality impaired): response within **8 business hours**.
 - **Normal issues** (non-critical bugs, queries): response within **2 business days**.

4. Postal Service Standards

1. **Handover:** Items are handed to third-party carriers within **1 business day** of submission, provided submission occurs before 3pm.
2. **Delivery Times:** Delivery times are estimates only, per the relevant carrier's standards.

5. Maintenance

1. Planned maintenance will be scheduled outside business hours wherever reasonably possible.
2. Clients will be notified at least **48 hours** in advance of planned downtime.

6. Client Responsibilities

To receive support and service credits under this SLA, the Client must:

- Use the Service in accordance with the Terms and Conditions.
- Report issues promptly with sufficient detail for diagnosis.
- Maintain accurate account and billing information.

7. Exclusions

This SLA does not apply to service interruptions or performance issues caused by:

- The Client's own systems, equipment, or internet connection.

- Third-party integrations not provided by Service Level Management Ltd.
- Misuse or unauthorised use of the Service.

8. Review and Updates

Service Level Management Ltd may amend this SLA by providing at least **30 days' written notice**.

9. Governing Law

This SLA is governed by the laws of England and Wales.