

1. Definitions and interpretation

1.1 In these Terms & Conditions:

Account Application Form means the form completed and signed by the Customer (whether in hard copy or electronically) setting out amongst other things the Customer's name and address, an account number (as allocated by Micom Technologies Ltd) and an account type;

Agreement means the agreement between Micom Technologies Ltd (Micom) and the Customer constituted by an Account Application Form, where applicable the Mailing Profile(s), these terms and conditions (as varied from time to time) and the Service Specification;

Charges means Micom's charges for the Licence Fee User Subscription and/or the provision of the Micom Service in respect of the Micom Mailing Items, as published on the Micom website, or where applicable, as agreed in a Mailing Profile, and as may be varied or supplemented under the provisions of this Agreement;

Customer means the person entering into these Terms & Conditions and responsible for the Micom Mailing Items that are electronically conveyed to Micom under these Terms & Conditions as identified in the Account Application Form;

Micom Identity means the root password protected logon that allows the Customer access to the Micom Service;

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

Micom Service means the service set out in the Service Specification;

Indicator means the marks, impressions or other devices used by Micom on each Micom Mailing Item to be conveyed by Micom under these Terms & Conditions;

Micom Website means the website giving the Customer access to the Micom Service, the URL of which is www.Micomprint.co.uk (but which Micom may change from time to time).

Intellectual Property Rights means all patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, design right, know-how, information and all similar property including that subsisting (in any part of the world) in inventions, designs, performances, computer programs, semiconductor topographies, confidential information, business names, goodwill and the styles of presentation of goods or services and in applications for protection of them in any jurisdiction;

Licensed Software means the software made available by Micom to the Customer whether by web browser, downloadable print driver or Autolink software for use by the Customer, in conveying Micom Mailing Items to Micom in accordance with these Terms & Conditions;

Licence Fee User Subscription means the arrangement to access the Licensed Software paid for on a monthly recurring basis for a minimum period of 12 months;

Mailing Profile means agreed parameters of Micom Mailing Items to be electronically conveyed by the Customer to Micom in accordance with these Terms & Conditions, set out in documents signed by Micom and the Customer (whether in hard copy or electronically) from time to time;

Royal Mail means Royal Mail Group Ltd;

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

Service Specification means the specification for the Micom Service set out in the Micom Service Specification published by Micom from time to time;

Sub-Contractor(s) means a third party appointed by the Customer to provide services on behalf of the Customer. The Customer will retain Data Controller responsibilities while the Sub-Contractor is a Data Processor; and

Micom Comms Ltd means Micom Technologies Ltd (company number 13535125) with its registered office at Unit 3, Manor Park Industrial Estate, Quinn Close, Coventry CV3 4LH.

1.2 In these Terms & Conditions (except where the context otherwise requires):

- a) any reference to a clause is to the relevant clause of these Terms & Conditions;
- b) the clause headings are included for convenience of reference only and shall not affect the interpretation of these Terms & Conditions;
- c) use of the singular includes the plural and vice versa and use of any gender includes the other gender;
- d) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of the foregoing words; and
- e) reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

1.3 The Service Specification forms part of these Terms & Conditions and shall have effect as if set out in full in the main body of these Terms & Conditions and any reference to these Terms & Conditions includes the Service Specification. However, in the event of there being any conflict between the wording of the Service Specification and the main body of these Terms & Conditions, the main body of the Agreement shall prevail.

1.4 The provisions of the Scheme as far as not inconsistent with these Terms & Conditions are hereby incorporated into these Terms & Conditions. The Customer shall be deemed to be the "sender" for the purposes of the Scheme and for the purpose of the Scheme any reference in the Scheme to Royal Mail or the Post Office shall be read as including (where the context permits) a reference to Micom.

2. Service Obligation

2.1 Micom shall in accordance with these Terms & Conditions process all Micom Mailing Items that have been accepted by Micom under the Micom Service.

2.2 Micom shall notify the Customer electronically when an Micom Mailing Item has been accepted for processing under the Micom Service. Without prejudice to the generality of the foregoing, Micom and Royal Mail reserves the right to reject any Micom Mailing Item that does not conform to the Service Specification.

2.3 The Service Specification sets out Micom's service level target. The Customer acknowledges that Micom is required to use Royal Mail for the final sortation and delivery, and accordingly is not able to offer any assurance as to the actual delivery date of any Micom Mailing Item. Accordingly, Micom shall not be liable to the Customer or to any other person for failure to deliver within this target (whether as a result of a breach of this clause or otherwise).

3. Equipment and Micom Mailing Items

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

3.2 The Customer shall ensure that each Micom Mailing Item that it electronically conveys to Micom conforms to the requirements set out in the Service Specification and where applicable, the Mailing Profile.

3.3 The Customer shall ensure that:

- a) each Micom Mailing Item will comply with the Scheme (except as expressly permitted by these Terms & Conditions); and

- b) the Mailing Preference Service's Suppression File, as explained in the Service Specification, is applied to all relevant Micom Mailing Items.
- 3.4 The Customer shall procure that the contents of all Micom Mailing Items that are electronically conveyed to Micom conform to the British Codes of Advertising and Sales Promotion. Any breach of this clause 3.4 shall be deemed not to be capable of remedy for the purpose of clause 8.2.
- 3.5 The Customer acknowledges that Micom Mailing Items that are processed by Micom under the Micom Service shall be printed to the standard of the Service Specification. Micom shall not be liable to the Customer in respect of the accuracy or consistency of the printing of the Micom Mailing Items where the printing of such Micom Mailing Items complies with the Service Specification.
- 3.6 The Customer warrants that it is either the owner of the intellectual property vested in the content (including but not limited to graphics, images, and text) of any Micom Mailing Item it conveys to Micom for processing under the Micom Service, or it is otherwise licensed or authorised to use such intellectual property and convey the Micom Mailing Items on the owner's behalf for such processing by Micom.
- 3.7 The Customer shall indemnify Micom and/or Royal Mail and render it harmless against any and all losses, including without limitation all claims, damages, awards, expenses (including legal expenses) suffered or incurred by Micom and/or Royal Mail in respect of any and all matters arising out of, or in connection with any breach by the Customer of clauses 3.6 and 3.7.

4. Licensed Software

- 4.1 Micom in consideration of the payment by the Customer from time to time of the Charges in accordance with clause 6 hereby grants to the Customer for the duration of these Terms & Conditions a non-exclusive, non-transferable licence to use the Licensed Software for the purposes of the Micom Service upon the terms and conditions of these Terms & Conditions.
- 4.2 Micom warrants that it has the right, power, and authority to license the Licensed Software to the Customer upon the terms and conditions of these Terms & Conditions.
- 4.3 Micom does not warrant that the Customer's use of the Licensed Software will be uninterrupted or error free or that the Licensed Software will be free of harmful code such as viruses, Trojan horses, worms, or other malicious code.
- 4.4 Subject to the foregoing, all conditions, warranties, terms, and undertakings express or implied, statutory, or otherwise in respect of the Licensed Software are hereby excluded.
- 4.5 Risk in the Licensed Software will pass to the Customer upon accessing of the Licensed Software by the Customer. If the Licensed Software is subsequently destroyed, damaged, or lost, Micom will provide a replacement of which the cost of implementation will fall to the Customer.
- 4.6 The Customer shall not:
- (other than as permitted by law) reverse compile, reverse engineer, adapt or otherwise modify the whole or any part of the Licensed Software; or
 - remove or alter any copyright or other proprietary notice on the Licensed Software.
- 4.7 The Licensed Software contains confidential information of Micom and all copyright, trademarks and other Intellectual Property Rights in the Licensed Software are the exclusive property of Micom (and/or its licensors) and the Customer shall (at its cost) take all such steps as are necessary from time to time to protect Micom's confidential information and Intellectual Property Rights in the Licensed Software.
- 4.8 The Customer is responsible for ensuring that the Licensed Software is compatible with its existing software programmes and Micom shall not be liable to the Customer where the

Customer's use of the Licensed Software is incompatible with such existing software or where such use causes corruption, interruption, or other errors in respect of the Customer's existing software or systems.

5. Customer access and passwords

- 5.1 The Customer shall be responsible for the acts and/or omissions of any persons making use of its Micom Identity(ies) whether being authorised to do so or not. The Customer will promptly notify Micom on becoming aware of any Micom Identity and/or password being known and/or available to a third party.
- 5.2 If the Customer becomes aware that any unauthorised access to or use of the Licensed Software and/or Micom Service has occurred or may occur, it shall promptly notify Micom.
- 5.3 If Micom becomes aware that any unauthorised access to or use of the Licensed Software and/or Micom Service has occurred or may occur it shall promptly notify the affected Customer.
- 5.4 Without prejudice to Micom's rights under clause 5.5, upon notification under clause 5.2 or 5.3 Micom and the Customer shall discuss what steps, if any, may be appropriate to reduce the risk of any further unauthorised access to or use of the Licensed Software and/or Micom Service, and each of the Customer and Micom shall take such steps as soon as is reasonably practicable at their own cost.
- 5.5 Where at any time Micom becomes aware that the Customer is not complying with the terms of these Terms & Conditions included but not limited to access to or use of the Licensed Software and/or Micom Service or that there has been or may be unauthorised access to or use of the Licensed Software and/or Micom Service, Micom reserves the right to suspend and/or terminate the Customer's access to the Licensed Software and the Micom Service, and will notify the Customer in the event that suspension or termination occurs. Micom has discretion to restore the Customer's access where the Customer has demonstrated to Micom's reasonable satisfaction that such non-compliance has ceased, and the Customer is taking all reasonable steps to prevent its reoccurrence.
- 5.6 Due to the nature of the internet, online systems, and software, Micom cannot ensure that the Micom Service will be available at all times and/or will always function effectively. Accordingly, Micom shall not be liable to the Customer in respect of the unavailability or malfunctioning of the Micom Service. Micom will attempt to inform Customers via the Micom Website of periods of planned downtime during which the Customer will not be able to access the Micom Service. However, Customers should be aware that some downtime may not be planned.
- 5.7 Micom shall not be liable to the Customer where the Customer is unable to access the Micom Service, electronically convey Micom Mailing Items or otherwise use the Micom Service for reasons related to internet connectivity and/or telecommunications.

6. Charges and payment

- 6.1 The Customer shall pay the Charges in accordance with those published on the Micom Website from time to time or where applicable, in accordance with the Account Application Form or Mailing Profile(s). Micom may vary the Charges (acting reasonably and after notifying the Customer) if the Micom Mailing Items that the Customer electronically conveys to Micom do not comply with the relevant Mailing Profile.
- 6.2 Micom reserves the right to review and increase Charges at any time upon giving 30 days' notice to the Customer by publishing it on the Micom Website or by written notice where a Mailing Profile applies.
- 6.3 Micom may offer 3 account options for its Micom Service. The invoicing and payment arrangements in respect of the 3 account options are as follows:

- (a) **Credit Account Customers** - Micom shall send to the Customer weekly invoices, whether by post, email or other means, showing the total Charges or other sums due from the Customer. The Customer shall authorise a Direct Debit mandate to collect all payments 7 days from the date of the invoice.
- (b) **Ad Hoc Account Customers** - The Customer shall pay the Charges upon booking the Micom Services online using a credit or debit card accepted by Micom.
- (c) **Prepayment Account Customers** - The Customer shall establish a credit balance by making an advance payment sufficient for the Charges prior to using the Micom Service by using a credit or debit card accepted by Micom. The Customer may from time to time make additional payments to the prepayment account so as to maintain a credit balance. Such credit balance may be used in part or full payment of the Charges in respect of future Micom Mailing Items that it conveys to Micom for processing under the Micom Service. Micom may notify the Customer of its credit balance from time to time. The Customer will furthermore maintain a valid credit/debit card on their account to pay for recurring Charges via a secure payment portal so to ensure access to the Licensed Software is uninterrupted.

Micom shall determine which of the account options are available to the Customer at the time of contracting. Some of the account options may require the Customer to satisfy certain credit requirements. Micom reserves the right to refuse to offer or to withdraw the Credit Account option where the Customer fails to satisfy Micom's credit requirements from time to time.

- 6.4 Any queries relating to invoices must be received by Micom, in writing, within 7 days of the date of the invoice.
- 6.5 All payments due from the Customer under these Terms & Conditions will be made without deduction whether by way of counterclaim, set-off or otherwise unless the Customer has a valid court order requiring an amount equal to the deduction to be paid by Micom.
- 6.6 All Charges or other sums payable under these Terms & Conditions are expressed exclusive of VAT, which shall be paid at the time and in the manner required by law.
- 6.7 If a Credit Account Customer fails to make any payment to Micom under these Terms & Conditions on the due date, without prejudice to any other right or remedy available to Micom, Micom shall be entitled to:
 - a) immediately suspend the performance or further performance of its obligations under these Terms & Conditions without liability to the Customer; and
 - b) charge daily interest on all amounts not paid until payment is received in full at an annual rate equal to 4% above the Bank of England base lending rate from time to time.

7. Exclusions of liability and claims

- 7.1 The Customer acknowledges and agrees that:
 - a) the treatment of all Micom Mailing Items that have been processed under the Micom Service pursuant to these Terms & Conditions will be the same as in the case of ordinary mailing items posted with Royal Mail and, in particular, Micom does not keep detailed records of conveyance or delivery of any Micom Mailing Items; and
 - b) in the event of loss of or damage to any Micom Mailing Item dealt with by Micom under these Terms & Conditions, Micom shall, subject to satisfactory proof of such Micom Mailing Item having been accepted by Micom and of the loss or damage, and subject to the remainder of this clause 7, pay compensation to the Customer subject to the following limits:
 - (i) where Micom has already handed over the relevant Micom Mailing Item to Royal Mail, the compensation shall be limited to whatever

- payment Micom recovers from Royal Mail under the Scheme in relation to that Micom Mailing Item;
- (ii) otherwise, the compensation in respect of the relevant Micom Mailing Item shall be limited to the Charge paid.

- 7.2 Micom's maximum liability to the Customer in relation to the total number of Micom Mailing Items, that have been accepted by Micom, in any one day (whether under clause 7.1 or other provision of these Terms & Conditions, in tort (including negligence or breach of statutory duty) or otherwise) is £10,000.
- 7.3 Except as provided in clause 7.1, Micom shall not be liable to the Customer or to any other person (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) for any loss of or damage to any Micom Mailing Item dealt with by Micom under these Terms & Conditions or for any delay in delivery.
- 7.4 Notwithstanding clause 7.1, Micom shall not be liable to the Customer for any loss or damage (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) of any Micom Mailing Item:-
 - a) which occurs as a direct or indirect result of any failure by the Customer to comply with these Terms & Conditions (including the Scheme and the Service Specification); or
 - b) for which Micom has not acknowledged acceptance; and
 - c) unless the Customer notifies Micom of a claim under clause 7.1 in writing within 28 days of the relevant date of acceptance by Micom.
- 7.5 Neither party shall be liable to the other for loss of profit, revenue, business, goodwill and like loss (in each case whether direct or indirect) or for any consequential or indirect losses.
- 7.6 Micom shall not be liable for any failure or delay in performance of Micom's obligations (including for any loss or damage or failure to deliver or delay in delivery of a Micom Mailing Item) due to any event beyond Micom's reasonable control including an act of God, war, riot, civil commotion, terrorism, malicious damage or blockades, industrial disputes, compliance with any law or governmental order, rule, regulation or direction, national emergencies, fire, flood, tempest or storm, accident, breakdown of plant or machinery or default of supplies (including fuel,) or sub-contractors.
- 7.7 Nothing in these Terms & Conditions shall exclude or restrict either party's liability for fraudulent misrepresentation or for death or personal injury caused by negligence.
- 7.8 The Customer shall indemnify Micom and keep Micom indemnified against any liability, loss, claim, costs, or expense (including legal expenses) suffered or reasonably incurred by Micom (or its employees, agents, or contractors) because of any breach by the Customer of any provision in these Terms & Conditions.

8. Termination

- 8.1 Without prejudice to any other right to terminate under this clause 8, either party may terminate these Terms & Conditions at any time by giving the other party 30 days' notice.
- 8.2 Either party (the "terminating party") may terminate these Terms & Conditions immediately by giving the other party (the "breaching party") notice if:
 - a) the breaching party commits any breach of the terms of these Terms & Conditions and the breach is not capable of remedy or where the breach is capable of remedy the breaching party has not remedied that breach within 14 days of being notified of the breach by the terminating party; or
 - b) the breaching party has an administrator or a receiver (including any administrative receiver or manager) appointed over the whole or any part of its assets or an order made or a resolution passed for winding-up of the breaching party (otherwise than for the purpose of a bona fide scheme of

solvent amalgamation or reconstruction) or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to appoint an administrator or make a winding-up order or if the breaching party has made any composition with its creditors generally.

- 8.3 In respect of Credit Account Customers, Micom may suspend Micom Service at any time with the view to terminate these Terms & Conditions by giving the Customer notice if the Customer fails to pay any Charges or other sums due under these Terms & Conditions when due, provided that Micom has given the Customer notice specifying an intention to terminate these Terms & Conditions and given a period of 7 days to remedy that failure.
- 8.4 In the case of Prepayment Account Customers, Micom may terminate these Terms & Conditions at any time if the Customer has not made any use of the Micom Service to convey an Micom Mailing Item for a period of 6 months from the date of last use to convey an Micom Mailing Item. The provisions of clause 9.5 will then apply.

9. Consequences of Termination

- 9.1 The termination of these Terms & Conditions (for any reason) shall not affect the coming into or the continuance in force of any obligations which expressly or by implication are intended to come into or continue in force on or after such termination and shall be without prejudice to any other rights of either party accrued up until the date of termination.
- 9.2 On termination of these Terms & Conditions (for any reason) the Customer shall immediately:
- a) cease using the Licensed Software; and
 - b) cease using the Micom Identity and password(s);
- 9.3 The Customer shall also immediately upon termination of these Terms & Conditions or otherwise when reasonably requested by Micom return to Micom any property (and delete, remove and/or uninstall all copies of the Licensed Software held by the Customer) provided to the Customer under these Terms & Conditions.
- 9.4 On termination, any sum owing to Micom by the Customer, regardless of whether the Customer has been issued with an invoice for that sum or whether such sum is due to be paid in the future, will become immediately due. Micom will issue the related invoice within a reasonable period at which point the invoice is immediately payable.
- 9.5 Where Micom has terminated pursuant to clause 8.4, the Customer's remaining credit account balance, if any, shall be forfeited and transferred to Micom.

10. Confidentiality

- 10.1 Except as provided in clauses 10.2 and 10.3, Micom and the Customer undertakes to Micom to keep confidential the terms of these Terms & Conditions, all information (written or oral) concerning the business, the customers or financial information of the other that it has received as a consequence of the discussions leading up to these Terms & Conditions or which it subsequently receives as a consequence of the performance of these Terms & Conditions, including the prices charged by Micom under these Terms & Conditions ("Confidential Information").
- 10.2 Micom and the Customer may each disclose Confidential Information to their respective legal, financial, and other business advisors (in each case as far as such advisors need to know such Confidential Information) or as may be required by law or by any regulatory authority.
- 10.3 Clause 10.1 shall not apply to Confidential Information which the receiving party can demonstrate was; (i) already in its possession prior to its receipt from the disclosing party; (ii) was subsequently disclosed to it lawfully by a third party who did not obtain such

Confidential Information (directly or indirectly) from the disclosing party; or (iii) was in the public domain at the time of receipt by the receiving party or has subsequently entered the public domain other than as a result of a breach of clause 10.1 by the receiving party.

- 10.4 The obligations of the parties under this clause 10 survive termination of these Terms & Conditions however caused.

11. Assignment, Use of Agents, and Sub-contracting

- 11.1 Micom may employ any person as Micom agent, sub-contractor or otherwise in the performance of any of Micom's obligations under these Terms & Conditions. In particular, the Customer recognises Micom may use DHL Parcel UK Ltd (or other members of its group), or its or their franchisees and owner-drivers to convey Micom Mailing Items that have been processed under the Micom Service. The Customer also recognises that Micom will hand over Micom Mailing Items to Royal Mail for final conveyance to the destination address.
- 11.2 Micom recognises that the Customer may use agents to electronically convey the Micom Mailing Items to Micom. If the Customer does so, it remains responsible for acts and/or omissions of the agent and for compliance with these Terms & Conditions, in particular the agent's compliance with the obligations set out in clause 5. Micom is entitled to deal with the Customer's agent in respect of any Micom Mailing Items that are electronically conveyed by that agent.
- 11.3 These Terms & Conditions is personal to the Customer and the Customer may not assign or licence any or all of the Customer's rights or obligations under it without the prior written agreement of Micom.

12. The Indicator

- 12.1 The Indicator that Micom applies to the Micom Mailing Items that are processed under the Micom Service is the property of Micom.
- 12.2 Nothing in these Terms & Conditions will operate so as to grant the Customer any rights in respect of the Indicator. All Intellectual Property Rights in respect of the Indicator will (as between the Customer and Micom) remain vested in Micom at all times. All goodwill attaching to the Indicator arising through Micom's application of the Indicator to the Customer's Micom Mailing Items will automatically accrue to Micom, whether arising at common law or otherwise, and the Customer assigns with full title guarantee to Micom any such goodwill which may otherwise be vested in it.

13. Notices

- 13.1 Save for notices published on the Micom Website under these Terms & Conditions, all notices between the parties must be in writing and delivered by:
- a) hand, or post, if to Micom, to Micom's registered office and if to the Customer, to the Customer's address specified on the Account Application Form, or in either case, to such other address as is notified by one party to the other.
 - b) Email, if to Micom, client@Micom.com and if to the Customer, to the email address specified on the Account Application Form, or in either case, to such other email address as is notified by one party to the other.
- 13.2 Notices will be deemed to be received if sent by post, 2 days (excluding Saturdays, Sundays and bank or public holidays) after posting (excluding the day of posting), and if delivered by hand or email, on the day of delivery.

14. Miscellaneous

- 14.1 Micom reserves the right for it and for Royal Mail to open and inspect Micom Mailing Items to verify compliance with the

requirements of relevant law and regulation and these Terms & Conditions.

- 14.2 Micom may vary these terms and conditions at any time by publication on the Micom Website.
- 14.3 The failure of either party to enforce or to exercise, at any time or for any period, any term of, or right arising pursuant to, these Terms & Conditions does not constitute, and shall not be construed as, a waiver of such a term or right and shall not affect the party's right to enforce or exercise it at a later date.
- 14.4 Micom is not and does not contract as a common carrier. These Terms & Conditions supersedes any prior agreements and arrangements between Micom and the Customer and constitutes the entire agreement between Micom and the Customer, relating to its subject matter. Neither party has relied upon or been induced to enter into these Terms & Conditions by any representation or statement other than as set out in these Terms & Conditions. No addition to or modification of these Terms & Conditions shall be effective unless it is in writing and signed by a duly authorised representative of both Micom and the Customer. Any Micom Mailing Item that is electronically conveyed to Micom is electronically conveyed under these Terms & Conditions to the exclusion of all other documents or terms that the Customer attempts to apply, even if they are endorsed upon, delivered with, or contained in any document that the Customer delivers to Micom.
- 14.5 These Terms & Conditions shall be subject to English law. The parties submit to the exclusive jurisdiction of the English Courts.
- 14.6 Nothing in these Terms & Conditions is intended to confer on any person any benefit or any right to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 14.7 Every term and/or condition contained in these Terms & Conditions shall be read separately and distinctly and the invalidity or unenforceability of any part of these Terms & Conditions shall not affect the validity or enforceability, of the remainder.

15. Data Protection

- 15.1 For the purposes of this clause 15, the term "Data Protection Legislation" shall mean: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 and the term "Applicable Laws" shall mean: the laws of any member of the European Union and the laws of the European Union applicable to Micom or its parent company.
- 15.2 The Customer and Micom shall comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to and does not relieve, remove, or replace either party's obligations under the Data Protection Legislation.
- 15.3 Save for the contents of Micom Mailing Items, where it is acknowledged that Micom is not the data processor with respect to such content, the parties agree that, for the purposes of the Data Protection Legislation, the Customer is the data controller and Micom is the data processor (as those terms are defined in the Data Protection Legislation). Micom's Privacy Policy, which is published at <https://Micom.com/privacy-policy/> or is otherwise available upon request, sets out the scope, nature, and purpose of processing by Micom, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation) and categories of data subject.
- 15.4 Without prejudice to the generality of clause 15.2, the Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of Personal Data to Micom for the duration and purposes of the Agreement and shall indemnify and hold harmless Micom against

any fines, losses, claims, damages, awards, costs, and expenses (including reasonable legal expenses) suffered by Micom arising from or in connection with any failure of the Customer of its obligations under clauses 15.2 and 15.5.

- 15.5 Without prejudice to the generality of clause 15.2, Micom shall, in relation to any Personal Data processed in connection with the performance by Micom of its obligations under these Terms & Conditions:
- (a) process that Personal Data only on the written instructions of the Customer unless Micom is required by Applicable Laws to process Personal Data. Where Micom is relying on Applicable Laws as the basis for processing Personal Data, Micom shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Micom from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (d) the Customer or Micom has provided appropriate safeguards in relation to the transfer;
 - (e) the data subject has enforceable rights and effective legal remedies;
 - (f) comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (g) comply with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (h) assist the Customer, at the Customer's cost, in:
 - (i) responding to any request from a Data Subject; and
 - (ii) ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (i) notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - (j) at the written direction of the Customer upon the termination of the Agreement or on completion of the Services, delete or return Personal Data and copies thereof to the Customer unless required by Applicable Laws to store the Personal Data;
 - (k) maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Customer or the Customer's designated auditor;
 - (l) ensure that persons authorised to process Personal Data have committed themselves to obligations of confidentiality;
 - (m) assist the Customer, considering the nature of the processing, by appropriate technical and organisational measures, as far as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III; and

- (n) assist the Customer with compliance of the obligations of Articles 32 to 36 considering the nature of processing and the information available to Micom.
- 15.6 The Customer consents to Micom appointing third party processors of Personal Data under these Terms & Conditions pursuant to Article 28(2) GDPR. Micom shall ensure prior to any processing taking place that it notifies the Customer of any intended changes to give the Customer an opportunity to object and will enter into a written agreement with any third-party processor so appointed incorporating terms which are substantially similar to those set out in this clause 15.6. For the avoidance of doubt, the Customer accepts and acknowledges that any objection could result in a diminution of Service or render it impractical to render the Services, in which case Micom may terminate these Terms & Conditions forthwith upon the giving of written notice. As between the parties, Micom shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 15.6.
- 15.7 Either party may propose to replace this clause 15 with such standard contractual clauses that may be adopted or laid down by the EU Commission or relevant supervisory authority (as that term is defined by Data Protection Legislation) with respect to matters set out in Articles 28(3) and 28(4) of the GDPR.
- 15.8 If at any time the Customer wishes to revoke the consent it has given by agreeing to these Terms & Conditions or has queries relating to Data Protection, it may contact Micom Data Protection Officer at Micom, Unit 3, Manor Park Industrial Estate, Quinn Close, Coventry CV3 4LH or by email at dpo@micom.com.