

Schedule 1
End User Terms

Royal Mail – Not Yet Built

1. **End Users' permitted use of Solutions**

End Users may freely use Not Yet Built in Solutions in accordance with these End User Terms.

2. **Conditions of use**

- (a) End Users must not make copies of Not Yet Built except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- (b) End Users may use Not Yet Built for Data Extraction but Extracted Data:
 - (i) may only be accessed by Users, and
 - (ii) must not be supplied or any access to it provided to any third party.
- (c) End Users may provide Cleansed data to third parties provided that:
 - (i) where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
 - (ii) if such databases are Substantially All Databases:
 - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
 - (B) the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
 - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against Not Yet Built
- (d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address (whether or not built) details of third parties.
- (e) End Users acknowledge that Not Yet Built relates to properties under development to which items of mail cannot be delivered. Subject to paragraph 2(f), you:
 - (i) must not dispatch any items of mail to any not yet built address; and
 - (ii) must monitor and identify any returns of not yet built addresses in a Transaction for the purposes of complying with paragraph 2(e)(i).
- (f) If the End User is reasonably satisfied that a particular not yet built address is in fact capable of receiving mail items, the End User may dispatch mail items to that address, notwithstanding its inclusion in Not Yet Built.
- (g) Except as set out in these End User Terms, End Users must not:
 - (i) transfer, assign, sell or license Solutions or their use to any other person,
 - (ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of Not Yet Built, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
 - (iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

3. **Subcontracting**

End Users may provide Not Yet Built to their subcontractors who may use it to the extent necessary for:

- (a) the provision of information technology services to the End User, or (b) acting on behalf of the End User

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of Not Yet Built contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

4. ***Personal rights***

End User rights are personal, limited and non-transferable.

5. ***Royal Mail's IPR notice***

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in Not Yet Built and the "Not Yet Built" brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

6. ***Cessation of use of Not Yet Built***

End Users must cease use of Not Yet Built if their right to use Not Yet Built is terminated and also destroy any copies of Not Yet Built that they hold.

7. ***Not Yet Built use by Users***

End Users must ensure that:

- (a) these End User Terms bind their Users,
- (b) only their Users exercise the use rights of Solutions and Not Yet Built granted to End Users further to these End User Terms, and
- (c) in the event of termination or expiry of End Users' rights to use Solutions and Not Yet Built, the rights of Users to use them also terminate.