

# Delta Channel Service Ltd Terms and Conditions

## About Us

This website, [www.deltachannels.com](http://www.deltachannels.com), is owned and operated by Delta Channel Service Ltd.

Registered in England. Company No 7181067

Registered Office

Brookfields

Little London Rd

Silchester

Berkshire

RG7 2PP

United Kingdom.

Tel: (Registered Office) 01189701863

Email: [johnmiller@deltachannels.com](mailto:johnmiller@deltachannels.com)

If you need to contact us, please use the details above.

## Online Purchases.

To make a purchase, please visit our Products page. Prices are displayed in US Dollars and are exclusive of VAT at the current rate (no delivery is charged). All products are charged for in full at time of purchase. Online Subscription prices are charged annually in advance. If you are based within the UK, VAT at a rate of 20% will be applied to your order at checkout. If are based outside of the UK no VAT will be added.

We use PayPal to take payments.

To purchase, please visit the "Buy Now" page link at the top of any page. Choose a product and click the "Add To Cart" button underneath your chosen product (for delivery options please see notes below). You may add as many items as you wish to your cart by clicking the "continue shopping" link on the shopping cart page or returning to the "Buy Now" page. If you have a discount voucher or coupon you may apply this from the shopping cart by entering the coupon number and clicking "Apply Coupon". You can change quantities of products in your shopping cart by entering the quantity desired followed by the "Update Cart" button. If you wish to remove product(s) from the cart delete product(s) by clicking the delete (X) button followed by the "Update Cart" button. You may return to your cart at any time by clicking on the Shopping Cart icon at the top of every page.

Once you are ready to make your purchase(s), click the "Proceed to Checkout" link at the bottom of the shopping cart page.

You will then be asked to create an account or login if you already have an account.

In order to create an account, you will need to enter your billing details: Name, Company Name, Email Address, Telephone, Address and create a username and password.

If you are an existing user, you can login with your existing username and password.

Once you have either created an account or logged in, click "Proceed to PayPal" at the bottom of the checkout page to be transferred to the secure PayPal website to enter your details and process payment. You may pay via your PayPal account or select the Pay by Credit Card or Debit Card option to complete your payment. Once your payment has been completed you will be returned to the Delta Channel Service Ltd website user account area where you will see your invoice confirmation. You can view your invoices, change your details and access downloadable Products and Online Subscriptions from your account area which can be accessed from the "My Account" page on the website.

**Please Note: We do not store credit card details nor do we share financial details with any 3rd parties.**

If you do not have a PayPal account, you can pay securely using your Credit card or Debit card.

#### Delivery of your Products/Online Subscriptions

There is no delivery charge for any Products/Subscriptions purchased through the Delta Channel Service Ltd website.

#### Books and Data Lists

For some Data lists, you can select one of the two delivery Methods below before adding to your cart. If no delivery option is specified for Data Lists then they will be delivered as a Hard Copy.

(a). Digital Download Delivery (All Books and Data Lists where specified). Once you have completed your payment via the PayPal website as above, you will be returned to your account area where you will see your invoice confirmation and a link to access your purchase immediately.

(b). Hard Copy Delivery (Data Lists). Once your payment has been completed, your product will be emailed to you directly from Delta Channel Service Ltd (please allow 48 hours).

#### Custom Quotes

If you require a Quote for a Custom Data List or Data Clean, please submit the Get a Custom Quote Order form on the website and we will respond within 1 working day with a quote and details of how to pay online via the website. Please allow 14 days from payment confirmation for delivery of your product via email from Delta Channel Service Ltd.

#### Online Subscriptions

If you purchase an annual online subscription to Deltaplan Partner Edition or any Delta Channel Service Ltd annual online subscription, you will be able to access your subscription immediately after completing payment by clicking the icon in your account area. If you purchase an annual Softletter online subscription you will be contacted with details of how to access your subscription (please allow 48 hours for access).

#### Online Subscription Renewals

You will receive an email notification 7 days before your subscription is due to expire. You may login to your Member Area to renew your subscription for a further year. If you do not renew your subscription before it expires, access to your subscription will be blocked. However, you may purchase the subscription for a further year at any time. This will be valid for 1 year from the date of purchase.

## Returns/Cancellations.

From 13 June 2014, the Consumer Contracts Regulations, which implement the Consumer Rights Directive in UK law, came into effect. The regulations apply to items bought online, at a distance, or away from a trader's premises (for example, at home or at work). They replace the Distance Selling Regulations and Doorstep Selling Regulations. They also make it an obligation for traders to give consumers certain information, outlined below. By law consumers have the right to cancel the purchase of most items within 14 days without giving any reason.

If you are unhappy with your purchase, please contact us using the contact details above within 14 days after the day you received your items(s) and we will respond within 48 hours.

## Interpretation

- The following definitions and rules of interpretation in this clause apply in these Terms and Conditions.
- Any terms defined in the Data Rental Order Confirmation shall have the same meaning in these Terms and Conditions unless the context otherwise requires.

Data means any data, including data purchased from partner companies and list owners, provided by Delta Channel Service Ltd to the Client under the terms of this Agreement.

Data Controller, Data Subject, Personal Data, processing and process shall have the meaning set out in section 1(1) of the Data Protection Act 1998 ("the Act").

Data Protection Requirements means the Act, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and the equivalent of any of the foregoing in any relevant jurisdiction.

DMA (UK) means the Direct Marketing Association (UK) Limited.

Email Data means any Data containing email addresses.

Client means the purchaser/user of the Data license at the business location/office/site, as named in the contract.

Expiry Date means the date on which the 12 Month Multi-Use Licence expires, which shall be 12 months from the date of delivery of the Data to the Client.

Intellectual Property Rights means all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order means the Data Rental Order Confirmation completed by or on behalf of the Client.

Delta means Delta Channel Service Ltd.

Unauthorised Use means any unauthorised usage including disclosure, transfer, resale, use by a company location or office other than the licenced location, re-use of the Data under a One-Off Rental Licence, re-use or continued use of the Data under the 12 Month Multi-Use Licence after the Expiry Date, data capture, copying or modification of the Data in part or in whole.

References to “includes” or “including” shall be deemed to have the words “without limitation” inserted after them.

#### Provision of the Data

- Delta Channel Service Ltd shall provide the Client with the Data and the Client shall pay the Data Cost indicated in the Order to use the Data.
- Delta Channel Service Ltd shall use reasonable efforts to ensure that the Data is accurate.

#### Scope of the Licence

- Delta Channel Service Ltd grants to the Client a non-exclusive, non-transferable, revocable licence to use the Data during the term of the Licence for Marketing Purposes to the benefit solely of the Client, and to supply the Data to the Client and grant them with the requirements set out in these terms and an exclusive, non-transferable, revocable licence.

- The Client shall:
  - not reproduce, copy, supply to or use to the benefit of any party other than the Client, unless previously agreed in writing by a representative of Delta Channel Service Ltd; and
  - ensure that its use of the Data complies with the codes of practice of the appropriate supervisory bodies, which include the DMA (UK), The British Codes of Advertising Practice and Advertising Standards Authority.
- The Client acknowledges that communications to individual contacts using the Data is restricted to business-to-business subjects and issues, and no approach of a personal nature is permitted.
- In relation to the use of Email Data, the Client warrants that:
  - no communications will be sent to the contacts contained in the Email Data that contain malicious codes or scripts including but not limited to viruses, worms or Trojans whether intended or not; and
  - it shall observe email best practice recommendations as set out by DMA (UK) or any equivalent organisation for the geography or territory to which the Email Data relates and
  - if the Email Data is supplied under a 12 Month Multi-Use Licence that contacts within the Email Data shall not receive more than one communication per month.
  - Where the Data is supplied under a 12 Month Multi-Use Licence Delta Channel Service Ltd may provide the Client with at least one month's prior notice of the Expiry Date and the Client acknowledges that they will return or delete the Data within 5 business days of the Expiry Date.

#### Client Requirements

- The Client shall comply with all the obligations, terms of use and limitations set out in this Agreement.
- If the Client is using the Data under a 12 Month Multi-Use Licence, the Data must be returned or destroyed within 5 business days of the Expiry Date.

- The Client shall procure that where Data is supplied to a third party nominated by the Client for conducting marketing campaigns on behalf of the Client, third party shall be aware of the terms of this Agreement and shall enter an agreement with the Client on similar terms.

#### Unauthorised Use

- Unauthorised Use of the Data impacts and even reduces the quality of the Data provided by Delta Channel Service Ltd. The Data will contain seed names to prevent Unauthorised Use of the Data. Delta Channel Service Ltd will monitor use of seed names after the Expiry Date (and in relation to One-Off Rental Licence if the Data has been used more than once). The Client shall not make any attempt to remove or interfere with the seed names.
- For each Unauthorised Use detected and confirmed upon investigation the Client will be deemed to have used the Data under an additional Licence, (either one-off or 12 months' multi-use with effect from the date on which unauthorised use identified first takes place). Delta Channel Service Ltd will invoice, and the Client will pay the invoice, in accordance with these Terms and Conditions.
- If Unauthorised Use by a Client is detected and confirmed upon investigation, Delta Channel Service Ltd may approach the Client directly to stop and charge for the Unauthorised Use.

#### Cancellation

- If the Client cancels an Order prior to the Data delivery a cancellation charge of 10% of the Gross Total or Delta Channel Service Ltd.'s standard charge of £150 plus VAT, whichever is the greater, will be incurred.

#### Fees and Payments

- Delta Channel Service Ltd will invoice the Client for the Data within 7 days of the provision of the Data. The Client must pay all invoices in full, without deduction within 30 days of the invoice date.
- If any invoice has not been paid in full by its due date, then Delta Channel Service Ltd may charge the Client, and the Client shall pay Delta Channel Service Ltd on demand, interest on the unpaid amount at the rate of 5% per annum from the due date for payment until payment is received in full by Delta Channel Service Ltd.

- All amounts due under this Agreement shall be paid by the Client in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- The Data Cost includes the Licence of one copy of the Data files. Where the Client requests a further copy of the Data, Delta Channel Service Ltd may supply this at its discretion under the terms of the Licence and charge an administration fee (which shall be £100 per file) for the re-supply of any Data files.

#### Intellectual Property Rights

- The Client acknowledges that all Intellectual Property Rights in the Data shall belong to Delta Channel Service Ltd and the Client shall have no rights in the Data other than the right to use it in accordance with the terms of this Agreement.

- The Client warrants that all copies of the Data will be appropriately marked so that the Data is immediately identifiable as the property of Delta Channel Service Ltd or any designated third party as Delta Channel Service Ltd directs.

#### Security

- The Client shall ensure that the Data is kept secure and shall use best available security practices and system to prevent and shall take prompt and proper action against unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data.

- Delta Channel Service Ltd reserves the right to attend the Client's premises by giving reasonable notice in order to ensure that all reasonable care has been taken to comply with the conditions and obligations set out in this Agreement.

- The Client shall keep the Data confidential, unless it has obtained the prior written approval of Delta Channel Service Ltd to disclose the Data or disclosure is required by law.

#### Data Protection

- The Client shall comply with all its Data Protection Requirements in countries where the Data is to be used.

- The Client warrants that it is registered under the applicable Laws or Acts in respect of the collation, processing and use of information and data derived from the Data.
- The Client shall indemnify Delta Channel Service Ltd for any cost, claim or expense arising as a result of the Client breaching any Data Protection Requirements or causing Delta Channel Service Ltd to be in breach of any Data Protection Requirements of Delta Channel Service Ltd.'s obligations to third party Data owners.

#### Limitation of Liability

- Nothing in these Terms and Conditions is intended to exclude Delta Channel Service Ltd.'s liability for:
  - death or personal injury caused by Delta Channel Services Ltd.'s liability;
  - fraud or fraudulent misrepresentation; or
  - any other liability that cannot be excluded or limited by law.
- Delta Channel Service Ltd shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
  - any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
  - any loss or corruption (whether direct or indirect) of the Data or information;
  - loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
  - any loss or liability (whether direct or indirect) under or in relation to any other contract; or
  - any costs or penalties associated with changes to the Data volumes delivered.



- Notwithstanding any terms of this Agreement, Delta Channel Service Ltd.'s liability in respect of, or arising from the Data shall not exceed the fees paid by the Client to Delta Channel Service Ltd under this Agreement.

#### Accuracy of the Data

- The Data is believed to be accurate to the best of Delta Channel Service Ltd.'s knowledge. Delta Channel Service Ltd will accept no responsibility for the accuracy of the Data supplied or the responsiveness of campaigns and shall not be liable to the Client, the Client or anyone by whom the Data is used.
- If the Data contains incorrect postal and/or phone records, Delta Channel Service Ltd shall provide the Client with replacements of the such incorrect records on a one for one basis provided the Client has notified Delta Channel Service Ltd within 30 days of the supply of the Data of such incorrect postal and/or phone records.
- The Client acknowledges that campaign response rates cannot be guaranteed by Delta Channel Service Ltd.
- Data in respect of which an error has been identified or is otherwise the subject of a dispute between the Client and Delta Channel Service Ltd will not be re-supplied until it has been returned to and checked by Delta Channel Service Ltd. Where Delta Channel Service Ltd is found to be without fault, the Client shall be liable for all associated processing and delivery charges incurred.

#### Termination

- Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if:
  - the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - the other party commits a material breach of any term of the Agreement (other than failure to pay any amounts due under the Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

- the other party shall cease carrying on business in the normal course, or shall call a meeting of its creditors or make a proposal for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition or scheme of arrangement with (or assignment for the benefit of) its creditors, or shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver or other similar officer is appointed or a meeting is convened for the purpose of considering a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or it is the subject of an administration order.

- Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

- Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

- On any termination of this Agreement for any reason or on the Expiry Date, the Client shall immediately pay any outstanding amounts owed to the Delta Channel Service Ltd under this Agreement and, within a reasonable period of termination or expiry ensure that there is no further use or retention of the information in any of the Client's products or applications.

- On any termination of this Agreement for any reason or on the Expiry Date, the Client shall, as soon as reasonably practicable, return to Delta Channel Service Ltd or destroy all Data and both parties shall take the same steps in respect of any other information, software, and other materials provided to it by the disclosing party in connection with this Agreement including any information and materials that would be regarded by a reasonable business person as confidential.

- The Client may retain Data to the extent that the Client has created its own independent record of contacts using the Data in circumstances where:

- an employee of the Client spoke to an individual who has subsequently requested further information, made an order, updated their contact details or agreed to a call back by the Client in the future; or

- it has sent an email or direct mail and has received a response requesting further communication.

General Provisions

- Delta Channel Service Ltd reserves the right to amend these Terms and Conditions from time to time by giving reasonable notice to the Client.
- This Agreement and any documents referred to in it shall supersede all previous agreements and shall represent the entire agreement between the parties relating to the subject matter of the Agreement.
- No failure or delay by Delta Channel Service Ltd to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy.

## Laws and Jurisdiction

- This Agreement and any dispute or claim arising out of or in connection with its subject matter shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts to resolve any disputes between them arising under or in connection with this Agreement.

WEBSITE DISCLAIMER for [www.deltachannels.com](http://www.deltachannels.com)

### 1. USE OF WEBSITE

1.1 You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

1.2 The copyright and other intellectual property rights in all material on this Website are owned by us and must not be reproduced without our prior consent.

1.3 Subject to paragraph 1.1, no part of this Website may be reproduced without our prior written permission.

### 2. VISITOR CONDUCT

2.1 With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

2.2 When using this website you shall not post or send to or from this Website any material for which you have not obtained all necessary consents, is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom.

### 3.SITE UPTIME

3.1 We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore, we will not be liable if this website is unavailable at any time.

### 4.LINKS TO AND FROM OTHER WEBSITES

4.1 Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third-party website and have no responsibility for such third-party websites or their content.

4.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website and you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us.

4.3 If you choose to link to our website in breach of Paragraph 4.2 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

### 5.EXCLUSION OF LIABILITY

5.1 We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. Neither we nor any other party (whether involved in producing, maintaining or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss.

### 6.LAW AND JURISDICTION

This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.