

Planit – Terms and Conditions (Supplier)

1. These Terms and Conditions

1.1 These terms and conditions apply to all data and services provided to us, Planit (“us” or “we”) and our clients by you, the supplier of Services and Client Data (“you”). All Services and Client Data supplied by you to us are subject to these Terms and Conditions. These terms, together with any Order Form or Insertion Order constitute your Agreement(s) with us. Any Agreement will supersede any prior agreement and will contain the entire agreement and understanding of the parties. We will not be bound by any terms and conditions you supply to us or purport to issue.

1.2 In these terms and conditions the following terms shall have the following meanings:

“Campaign” means any promotional marketing or sales campaign however delivered (whether by post, phone, email, text message or other format);

“Client” means, where we are acting as an agent on behalf of an advertiser or client, that advertiser or client;

“Client Data” means leads and any other personal data or results supplied by you to us;

“Communications Services” means any Services which involve communicating, broadcasting, publishing or promoting a Campaign on a website, application or other media property or via email, SMS, telephone, post or any other method of communication;

“Data Subject” means any individual who is the subject matter of any lead or other Client Data;

“Data Supplier” means any supplier who supplies Client Data to us for our clients whether they have collected or acquired which including email, SMS, telephone numbers or other personal data;

“Order Form” means the order form attached to these terms or otherwise supplied to you containing details of the services and data we have agreed to purchase on behalf of our clients;

“Publisher” means any supplier who publishes or promotes a Campaign on a website, application or other media property;

“Services” means any and all services you have agreed to provide including (but not limited to) supply of Client Data and Communications Services.

2. Services and Payment

2.1 You agree to perform the Services and deliver the Client Data in accordance with the Order Form and these terms and conditions. All Services will be supplied by you in accordance with best industry practice and with the utmost skill, care and diligence. These terms and conditions will apply to all orders placed by us for Services and Client Data.

2.2 We shall be entitled to de-duplicate and/ or validate the Leads (and we may use a lead management system or service for this) and we will not be liable to pay for duplicate or invalid Leads or Client Data.

2.3 If you are supplying Communications Services you agree to communicate any agreed Campaign only as may be approved by us prior to launch. We will supply artwork, copy, scripts and other information necessary for the Campaign and you are not permitted to alter or amend the Campaign without our express prior consent.

2.4 Where you are supplying any Communications Services you agree to thoroughly test all broadcasts, publishing and communications prior to launch.

2.5 Where you are sending emails or other communications on behalf of us or our client you must ensure that the “From” address includes your name as well as that of the End Client.

2.6 Unless otherwise agreed if you are a Publisher you agree to supply to us all of the data you receive in response to a

Campaign plus any other Client Data you have agreed to provide as set out in the Order Form. You will supply the Client Data to you in the format set out in the Order Form.

2.7 You agree that where you are communicating with any Data Subject by telephone you will verify that the relevant number is not included on the telephone preference service (TPS) list and agree to recheck such number with TPS every 21 days.

2.8 You will be entitled to payment for agreed Services and for valid Client Data supplied in accordance with our Order Form. Unless otherwise agreed you will be required to submit an invoice on a monthly basis specifying the Client Data supplied and the amount due. If that invoice is accepted we will make payment at the end of the month after the month in which the invoice was received.

3. Compliance

3.1 You agree that you will not obtain any Client Data or promote or publish any Campaign in association with any materials or site which contain: (a) pornography or sexually explicit content, (b) content which promotes or glorifies violence, firearms, or other weapons, (c) content communicating hate or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (d) content promoting illegal activities; (e) content containing profane or obscene language, (f) content which infringes the rights of others (including copyright, trademark, trade secret, privacy and/or publicity rights), (g) content which is defamatory, libelous, obscene, offensive or harmful.

3.2 You agree that at all times you will provide all Services and supply and obtain all Client Data in compliance with all applicable legislation and that all Client Data supplied is compliant with all applicable legislation for the purposes intended. “Applicable legislation” will include for the purposes of these terms (without limitation): (a) the CAN-SPAM Act of 2003; (b) the UK Data Protection Act of 1988 (“DPA”), (c) any and all applicable provisions of Directive 95/46/EC (the “EU Directive”) (d) the Privacy and Electronic Communications Regulations (e) any laws and regulations relating to unfair or deceptive advertising practices or consumer fraud, (f) any applicable guidelines or codes of practice including the then current Direct Marketing Association guidelines, the Advertising Standards Agency Code of Practice and the British Codes of Advertising and Sales Promotion Practice.

3.3 If you are a Publisher you agree that any platform upon which the Campaign will be published will be in compliance with all applicable legislation and that no misleading, improper, unethical or illegal practices will be used to promote any such platform or to drive traffic to the platform or the Campaign.

3.4 If you are a Data Supplier you agree that all Client Data you supply has been collected in accordance with applicable legislation and that each data subject included within the Client Data has opted-in to receive such communications as may apply in respect of that data and that such opt-ins have been obtained in a manner which is in compliance with applicable legislation and you agree to supply us, the End-Client and/ or the Data Subject with full chain of consent information including a) the channel of collection; b) the precise form of wording used by the relevant channel prior to securing opt-in consent; c) the date and time of such opt-in consent; and d) such other information as may be reasonably requested.

3.5 If you are supplying Communications Services you agree that any communications made by you will be in compliance with all applicable legislation and that no misleading, improper, unethical or illegal statement or impression will be made in any such communications.

3.6 You agree that before you supply any Client Data for the purposes of a given communications channel (e.g. email, SMS, telephone) or any given Client, that you ensure that applicable consents have been obtained which permit communication a) by the means of that specific channel or channels and b) on behalf of the that Client.

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- 3.7 You agree to register all of your activities with the Information Commissioner's Office and that you will maintain such registration during any period in which you supply Services or Client Data to us or our End Client and for at least 12 months following the date on which you cease to supply such Services and Client Data
- 3.8 You agree to indemnify us and our End Client on a continuing basis against any costs, claims, damages, liabilities or expenses which we or the End Client suffer or incur which arise as a result of any breach by you or any of your employees, contractors or suppliers of any of clauses 3.1 to 3.7 inclusive.
- 7.4 This agreement is governed by English law and is subject to the jurisdiction of the English Courts.
- 7.5 This agreement sets out the entire agreement between the parties in relation to its subject matter. A purported alteration of this agreement is not effective unless it is in writing and is signed by both of the parties.

4. Competition and Client Information

- 4.1 You agree that any information we may provide to you relating to our Clients will be strictly confidential. You agree that during any period during which you supply Services to us and for 12 months following the provision of any Services to us, you will not seek to solicit, contact or deal with our Clients where we have introduced or disclosed details of that Client to you other than through us or where we have provided our prior written consent.

5. Intellectual Property

- 5.1 Where you or your contractors or suppliers have collected Client Data on behalf of our Client we or our Client will (unless otherwise agreed in writing) own all intellectual property rights in and to such Client Data.
- 5.2 We or our Client will own any and all intellectual property rights in any creative, scripts or other material supplied to you for the purposes of a Campaign.
- 5.3 You will (unless otherwise agreed) retain ownership of intellectual property rights in and to any Client Data which is collected by you or your suppliers independently of us or our Client but where you supply such Client Data to us you agree that we and our Client are licensed to use such Client Data for any and all purposes set out in the Order Form or otherwise communicated to you.

6. Termination

- 6.1 Either party may terminate this Agreement by giving the other reasonable notice. However if you terminate during a Campaign or during the provision of Services to us then we reserve the right to either (a) require that the Campaign or Services are completed by you; or (b) allow termination prior to completion of the relevant Campaign or Services or delivery of Client Data in which event you will not be entitled to any payment in respect of such Campaign or Services or delivery of Client Data.
- 6.2 We may suspend or cancel an order or Campaign at any time by notifying you of such suspension or cancellation. In that event you will be entitled to payment for Client Data delivered up to the date of termination but you will not be entitled to any further compensation.

7. General

- 7.1 The benefit of this Agreement is personal to you and you will not be permitted to assign or transfer any of your rights under this Agreement without our express written consent.
- 7.2 Each party agrees not to disclose any confidential information obtained under or pursuant to this Agreement save in accordance with the terms of this Agreement or as agreed in writing by the other party and to ensure that Confidential Information is disclosed only to such employees and agents as is required in order to perform its duties under this Agreement.
- 7.3 The invalidity or unenforceability of any provision in these terms will not affect or impair the validity of any other provision and failure by us at any time to enforce any one or more of the terms or conditions set out above will not prevent us from taking steps to enforce at a later date any right we may have under these terms.