

## Terms and conditions

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This Service allows You to manage shipping, purchase Postage Services, input customs information and generate relevant customs documentation, print Postage Labels, store, and manage addresses and track shipments in real-time.

We recommend that You retain a copy of these Terms for Your records.

This Agreement is between You and the IOMPO and governs Your use of IOMPO Click & Dispatch (as defined in clause 1 (Definitions) below). Please note that we do not store a copy of this Agreement against Your name.

This Agreement should be read in conjunction with:

- our Privacy Notice at <https://www.iompost.com/privacy-notice/mail-services/>
- our Cookie Policy at <https://www.iompost.com/help/cookie-policy/>
- our Security Policy at <https://www.iompost.com/help/security-policy/>
- our Postage Paid Impression T&Cs at <https://www.iompost.com/uploads/postage-paid-impession-service.pdf>
- our General Terms & Conditions at [https://www.iompost.com/uploads/iompom-general-terms-&-conditions\\_020714.pdf](https://www.iompost.com/uploads/iompom-general-terms-&-conditions_020714.pdf)

### 1. Available to

Business Customers registered in the Isle of Man.

### 2. Definitions

- 2.1. 'Access' means access to the Account and the Site as appropriate for the Shipping Solution(s) that You are using.
- 2.2. 'Access Details' means the User name and password that You have set up to obtain Access to the Account and the 'IOMPO Click & Dispatch Website'.
- 2.3. 'Account' means the account that We create for You to access the Service.
- 2.4. 'Agreement' means this agreement between us and You governing Your usage of IOMPO Click & Dispatch.
- 2.5. 'Business Customer(s)' means any person or company using the Service to assist their business or for monetary gain.
- 2.6. 'Cancellation Period' means the period of fourteen (14) calendar days beginning with the day after the day on which the purchase of the relevant Postage Service was made.
- 2.7. 'Credit Account' means a credit account agreed between You and the IOMPO upon the terms set out in the Terms and Conditions.
- 2.8. 'Customer' means any legal person applying for the Service.
- 2.9. 'Customer Data' means any documentation, data or information that You upload to the Site, (including Your customer's data their first name, last name, address (including postcode) and where applicable telephone number, email address and any details about the item that You are dispatching).

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- 2.10. 'Data Controller' means data controller as defined in Data Protection Legislation.
- 2.11. 'Data Protection Legislation' means the Data Protection (Application of GDPR) Order 2018 and the Data Protection (Application of LED) Order 2018 and any regulations made thereunder or any other instruments relating to the protection of personal data as implemented in the Isle of Man pursuant to the Data Protection Act 2018 and any relevant national laws implementing Directives 95/46EC, 2002/58/EC 97/66/EC and 2016/679 ("GDPR"), all as amended or replaced from time to time.
- 2.12. 'Data Subjects' means data subjects as in the Data Protection Legislation.
- 2.13. 'Documentation' means the documentation, procedures and related materials made available by Us in connection with the Site and the Services (including any documentation facilitating the use of the Software).
- 2.14. 'Group' means us and the following for the time being: our Subsidiaries, and our Holding Companies and their Subsidiaries (and "Subsidiary" and "Holding Company" shall have the meanings given in section 220 of the Companies Act 2006).
- 2.15. 'Intellectual Property Rights' means intellectual property rights, including (without limitation) patents, trademarks, design rights, copyrights, database rights, trade secrets, trade names, goodwill, know-how, rights in computer software and all rights of an equivalent nature anywhere in the world, together with any applications or rights to apply for the foregoing.
- 2.16. 'IOMPO' means the Isle of Man Post Office (a Statutory Board of Tynwald).
- 2.17. 'IOMPO Click & Dispatch' means all aspects of the IOMPO Click & Dispatch service and system other than Your hardware, including the IOMPO Click & Dispatch server and the trade mark "IOMPO Click & Dispatch". IOMPO Click & Dispatch service comprises the ability to generate a daily manifest of postage to be dispatched, print postage labels where the service requires it, and provide the data required for IOMPO to generate an invoice accordingly.
- 2.18. 'IOMPO Click & Dispatch Website' means the website located at <https://www.iompost.com/account/business/mipost/>
- 2.19. 'IOMPO Materials' means information, data and all Documentation made available on, through the provision of the Services.
- 2.20. 'Item' means a mail piece to which a Postage Service is purchased.
- 2.21. 'Mailing' means one (1) batch of postal items logged on a manifest as a single or consolidated entry.
- 2.22. 'Manifest Lines' means the lines that are created on Click & Dispatch in order to purchase Postage Services
- 2.23. 'Our System' means Our computing systems and environment, consisting of hardware, software (including the Software) and communication networks that We use to provide You with the Services.
- 2.24. 'Personal Data' means personal data as defined in the Data Protection Legislation.
- 2.25. 'Postage Manifest Site' is the site on IOMPO's website, where you manage the manifest lines for that manifest. Here you have the opportunity to 'Save as Final' to confirm the purchase of the selected postage services.
- 2.26. 'Postage Label' means a postage label created by IOMPO Click and Dispatch displaying a Postage Mark and the address of the recipient of the Item and that may indicate the address of the sender of the Item.
- 2.27. 'Postage Mark' means a postage mark included in a Postage Label that indicates, among other things, the amount of postage paid on an Item and which enables the sender of the Item to access certain postal services.
- 2.28. 'Postage Service(s)' is a Service offered by us to You where we will accept an Item to our postal network for onward delivery to its destination within the timeframe offered by that Service.
- 2.29. 'Postal Services Terms' means any relevant Scheme, statutes, regulations, orders and contractual provisions contained in any separate contract(s) governing the supply of the postal services that You can purchase through IOMPO Click & Dispatch.
- 2.30. 'Processing' means processing as defined in the Data Protection Legislation, and process and processing shall be interpreted accordingly.

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- 2.31. 'Privacy Notice' means the IOMPO privacy notice found at <https://www.iompost.com/privacy-notice/mail-services/>
- 2.32. 'Scheme' means any scheme made under the Post Office Act 1993 as amended from time to time.
- 2.33. 'Service(s)' means the Click & Dispatch service.
- 2.34. 'Site' means the IOMPO Click & Dispatch Website.
- 2.35. 'Software' means all computer software (including any underlying source code and any associated designs and Documentation files) made available to You from time to time on, through or via the Site or the Services.
- 2.36. 'Terms' means these terms and conditions.
- 2.37. 'Terms and Conditions' means the general terms and conditions which apply to the delivery of the Service and which can be found at <http://www.iompost.com>.
- 2.38. 'Transaction' means each order of a Postage Label for an item using IOMPO Click & Dispatch
- 2.39. 'Use' means use of the Site and/or the Service by the Users to carry out a Transaction in accordance with these Terms.
- 2.40. 'User' means an individual authorised by You to Access IOMPO Click & Dispatch on Your behalf subject to these Terms;
- 2.41. 'We', 'Us' and 'Our' means the IOMPO.
- 2.42. 'Working Day' means any day which is not a Saturday, a Sunday or a bank or public holiday in the United Kingdom or the Isle of Man.
- 2.43. 'You' and 'Your' means the Customer.
- 2.44. 'Your System' means Your computing systems and environment, consisting of hardware, software and communication networks that You use to process and store the Customer Data and/or to create Postage Labels.
- 2.45. any phrase in this Agreement introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of any words preceding that term.
- 2.46. all headings are for reference only and shall not be used in interpreting or construing such clause.
- 2.47. any reference to:
- 2.47.1. paragraphs, clauses and Schedules are to the clauses, schedules and paragraphs to these Terms (unless otherwise stated);
  - 2.47.2. words in the singular include the plural and vice versa;
  - 2.47.3. a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - 2.47.4. a gender includes the gender by which You identify;
  - 2.47.5. a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
  - 2.47.6. 'writing' includes communication by email;
  - 2.47.7. legislation is a reference to that legislation as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, by-laws, directions and notices made pursuant to it, whether made before or after the date of this Agreement; and
  - 2.47.8. any Manx legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official, legal doctrine or any other legal concept or thing will, in respect of any jurisdiction other than the Isle of Man, be deemed to include that which most nearly approximates in that jurisdiction to the Isle of Man legal term.

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### 3. General Terms

- 3.1. The postal services that may be requested through IOMPO Click & Dispatch will be provided pursuant to the Postal Services Terms.
- 3.2. The Terms and Conditions apply to the provision of these Services by the IOMPO.
- 3.3. Some of the postal services may also have terms additional to the provisions referred to above which will be presented to You when You request the postal services concerned.
- 3.4. The postal services chosen by You through IOMPO Click & Dispatch for the conveyance of an Item will be provided pursuant to the Postal Services Terms.
- 3.5. Please note that the services covered by this Agreement may be unavailable from time to time, therefore we recommend that You access the IOMPO Click & Dispatch Website regularly in order to check the availability of the services covered by this Agreement and also to ensure that You are aware of any updates and amendments made to such services.
- 3.6. We reserve the right to amend this Agreement at any time and will notify You of such amendments.

Please note:

- 3.7. You can only purchase Postage Services that are supported by IOMPO Click & Dispatch.
- 3.8. You cannot purchase Postage Services unless the computer from which You are using IOMPO Click & Dispatch is connected to the internet. Your computer must as a minimum requirement use a modern browser with an up-to-date browser version.
- 3.9. By using IOMPO Click & Dispatch, You agree to the collection and use of Your data by us in accordance with the terms laid out in our Privacy Notice <https://www.iompost.com/privacy-notices/mail-services/>
- 3.10. You are only permitted to use IOMPO Click & Dispatch in the course of a business, in which event You are only permitted to use IOMPO Click & Dispatch for the purposes of that business. Notwithstanding the above, in no circumstances will You be permitted to use any of the services purchased through the IOMPO Click & Dispatch Website in respect of third parties' mail.
- 3.11. You are not permitted to allow any third parties (except a "nominated user" - someone that You technically allocate via IOMPO with permissions to use Your online postage account for the purpose of purchasing postage labels) to use the services that You have purchased through the IOMPO Click & Dispatch (whether by making available or reselling such services, allowing a third party to have access to Your account or in any other manner).
- 3.12. If You have any questions, comments or complaints about the IOMPO Click & Dispatch service, You can call our customer service line on 01624 664664.

### 4. Access and Security for your Account

- 4.1. After we have provided You with the relevant credentials to Access the Account. You will implement and maintain sufficient security procedures and measures (including those set out in the Documentation and in clause 16.5 below) to ensure that:
  - 4.1.1. Access details (including all passwords created to Access the Account) are kept strictly confidential; and
  - 4.1.2. any Users keep Access details confidential.

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- 4.2. You must notify us immediately in writing, if You or a User suspect that:
  - 4.2.1. any Access details or any security procedures are lost or misused or are disclosed to or are known by any person other than one of the Users,
  - 4.2.2. any Access details have been stolen, or
  - 4.2.3. there is any failure to comply with our instructions and guidelines.
- 4.3. We are not responsible or liable for any wrongful use or security breach on Your Account, nor any losses incurred by You or Users where You have failed to comply with these terms and conditions.
- 4.4. We reserve the right to suspend or invalidate the Access details at any time and at Our discretion without notice whether caused by failures in Your security measures and/or Your Systems or failures in Our Systems or security measures.

## 5. Entry into Transactions

- 5.1. These Terms will apply to each and every Transaction entered into by You.
- 5.2. You shall ensure that all Users are aware of these Terms and follow such instructions and prompts as are shown on the Site or provided to You from time to time in order to carry out a Transaction.
- 5.3. We will not be under any obligation to enter into or accept any proposed Transaction.

## 6. Intellectual Property Rights and Confidentiality

- 6.1. All right, title, interest and Intellectual Property Rights in the Site, the Services and IOMPO Materials belong to and shall remain vested with Us. Access to or use of the Site or the Services does not grant You or the User any ownership right in the Site, Services or IOMPO Materials.
- 6.2. To the extent that You may acquire any Intellectual Property Rights in the Site, the Services, IOMPO Materials, any documentation provided by Us to facilitate use of the Site and any underlying Software, You shall immediately assign or procure the assignment of such Intellectual Property Rights to Us with full title guarantee (including by way of present assignment of future Intellectual Property Rights) and shall execute all such documents as We may consider necessary to give effect to this clause.
- 6.3. We will have the conduct of all claims, disputes and proceedings arising from any third party claims in relation to Our Intellectual Property Rights (including any proceedings to which You are a party). We will, in our sole discretion, decide what action (including litigation, arbitration, mediation or compromise), if any, to take in respect of such claims, disputes and proceedings. We will not be obliged to bring or defend any proceedings in relation to any such Intellectual Property Rights.
- 6.4. You shall not, and will not assist or facilitate any third party to:
  - 6.4.1. attempt to copy, modify, duplicate, create derivative works from, mirror, republish, download, display, transmit, distribute;
  - 6.4.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form; or
  - 6.4.3. build, or attempt to build a product or service from the Software and/or any IOMPO Material.

In addition, You shall ensure that You, Your employees, agents or any User does not delete or amend any copyright or other notices displayed on the IOMPO Materials or any copies of them.

- 6.5. Subject to clause 6.6 below, if You want to use any of our owned or licensed branding, marks or other intellectual property rights in relation to the Services, then except as expressly allowed under this clause, You may only do so with our prior written consent and only on the condition that Your use is in compliance with any of our branding guidelines.

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- 6.6. We reserve the right, at any time, to require You to use or display any of our owned licensed branding, marks or other Intellectual Property Rights on or in relation to the Postage Service and/or on a Postage Label. If We require You to do this, We also reserve the right to direct You as to the form, content, look or feel of the branding, marks or other Intellectual Property Rights that We are requiring You to use or display.
- 6.7. You shall treat any information exchanged or shared between us under these Terms as confidential and You will not share any of its content with another person without Our written consent or where expressly stated in these Terms that such information can be shared.

## 7. Forming a binding agreement with us

Set out in the following terms below is a summary of the steps You will need to follow in order to purchase postal services using IOMPO Click & Dispatch.

## 8. Requirements

To use this Service You must set up a Credit Account in accordance with the General Terms and Conditions.

## 9. Payment

- 9.1. The purchase price of products will be our stated prices in force at the time when the order is accepted as set out on the IOMPO Click & Dispatch Website and as amended by us from time to time. The only exception to this is where there is an error on our website. If we discover an error in the price of products You have ordered we will inform You as soon as possible and give You the option of confirming Your order at the correct price or cancelling it. If we are unable to contact You we will treat the order as cancelled. If You cancel and You have already paid, You will receive a full refund.
- 9.2. Please note that for Postal Services that are subject to VAT, all prices quoted on the IOMPO Click & Dispatch Website are inclusive of VAT.

## 10. Purchase of a Postage Service

- 10.1. Step 1: Either:
  - 10.1.1. if You are using IOMPO Click & Dispatch to purchase a Postage Service for the first time, a non-registered user, or if this Agreement has been amended by us since Your last purchase of a Postage Service using IOMPO Click & Dispatch, You agree unconditionally to the terms and conditions set out in this Agreement; or
  - 10.1.2. if You are a registered user and have already used IOMPO Click & Dispatch to purchase a Postage Service and this Agreement has not been amended by us since Your last purchase of a Postage Service using IOMPO Click & Dispatch, You agree unconditionally to the terms and conditions set out in this Agreement. Please note that by agreeing to the terms and conditions set out in this Agreement, You are accepting them in either Your personal capacity or in the course of a business (as applicable).
- 10.2. Step 2: Where there are any additional terms and conditions that apply to the Postage Service, such additional terms and conditions will appear on Your screen as a link (if applicable).
- 10.3. Step 3: By using the IOMPO Click & Dispatch You are purchasing Postage Services by creating the relevant manifest lines on the Postage Manifest Site and you will then be given the opportunity to submit an Order Manifest by clicking the 'Save as Final' button on the Postage Manifest Site. For further details, see the Click & Dispatch User Guide, 'saving your manifest' section. The User Guide can be accessed at: <https://www.iompost.com/account/business/mipost-help/click-dispatch-user-guide/>
- 10.4. Step 4: On receipt of Your mail items and the printed manifest copy we will begin processing Your order.
- 10.5. The purchase of the ordered Postage Service is deemed to be complete and a legally binding agreement will have been formed between us and You when We notify You on screen via the IOMPO Click and Dispatch website that Your Order Manifest has been finalised.

## **11. Charges and Payment Terms**

There is no additional charge for this Service, however, in order for the Customer to continue using the Service they must maintain a Credit Account in accordance with the General Terms and Conditions

## **12. Postage Labels**

- 12.1. You are responsible for ensuring that the correct value Postage Label is used. No credit or refund will be made if a Postage Label of greater value than that required is purchased.
- 12.2. A Postage Label may not be sold by You for use by anyone else.
- 12.3. Any Postage Labels that are not included in the Order Manifest shall be deemed void and shall not be used for delivering Items.

## **13. Cancellation of Postage Label**

- 13.1. While your Order Manifest is in draft stage (before it has been 'Saved as Final') you can cancel any Postage Label by deleting the relevant manifest line and destroying all labels that You have already been produced.
- 13.2. When Your Order Manifest has been finalised, but the postage items have not been handed over to Us, amendments to Your Order Manifest can only be conducted in agreement with Us. You will not have any rights to cancel Your purchase of a Postage Label if You have already used it and posted the corresponding Item, or if We have refused the relevant Item for posting as set out in clause 18 below.

## **14. Warranties and Representations**

- 14.1. We have used our reasonable efforts to ensure that the IOMPO Materials are compiled from sources that We believe to be reliable and accurate. We do not guarantee or warrant the accuracy or currency of the IOMPO Materials and the IOMPO Materials may be incomplete or condensed and may be subject to change without notice.
- 14.2. All warranties and representation are excluded from these Terms to the extent possible in law, and IOMPO Materials do not warrant that the Site, the use of the Services or the IOMPO Materials, will be uninterrupted or error free.
- 14.3. Any Software forming part of the IOMPO Materials is provided "as is".

## **15. Hyperlink**

- 15.1. The Site may contain links to other websites, which in turn may contain material that has been produced by third parties not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided on such websites.

## **16. Your Obligations**

- 16.1. You are responsible for the functionality or performance of Your System to ensure that You can benefit from these Services and the Postage Service. We will not supply, maintain or support Your System. In particular, We are not responsible for the quality of reproduction of a Postage Label, address or logo on an Item to the extent that the quality is affected by your System
- 16.2. You will ensure that Your System is connected to the internet and has one of the following browser applications installed on it: Internet Explorer, Mozilla Firefox, Safari and/ or Chrome.
- 16.3. You guarantee and warrant that all information that You provide to us is true and accurate at the time that such information is provided and can be relied upon to enable Us to provide these Services to You.

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- 16.4. You must provide us promptly on request with all information that We may reasonably require from time to time in connection with
- 16.4.1. Your Access or Use of the Account and/or the Site and the Services, and
  - 16.4.2. any Transactions.
- 16.5. You must comply with any of our policies and standards that We notify You as being applicable to Your use of the Services. Without prejudice to the generality of the foregoing You must comply with any reasonable security standards and requirements notified by Us to You from time to time, including the following requirements:
- 16.5.1. in relation to the transport or exchange of messages between You and Us (or Our authorised representatives) You must use SSL/TLS and/or other ciphers approved by Us;
  - 16.5.2. You shall ensure that Your System is continuously protected against unauthorised access (remote or otherwise), malware attacks, malicious code, destruction or unauthorised alteration which may affect the Shipping Solution or Our Systems;
  - 16.5.3. You shall maintain a secure audit log of Users that You have given access to and retain such records for at least twelve (12) months after access has been terminated.

## 17. Viruses, hacking and other offences

- 17.1. You must ensure that You and any User does not:
- 17.1.1. knowingly introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful into the Site or the Services (including, but not limited to the Software); or
  - 17.1.2. attack the Site or the Services (including the Software) via a denial-of-service attack or a distributed denial-of-service attack; or
  - 17.1.3. Use the Site or the Services (including the Software) for any purpose which is unlawful, abusive, libellous, obscene or threatening.
- 17.2. A breach of clause 17.1 may constitute a criminal offence. We may report any such breach (whether actual or suspected) to the relevant law enforcement authorities and You and the users must co-operate with those authorities by disclosing Yours and the users' identity to them.
- 17.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Yours or the users' computer equipment, computer programs, data or other proprietary material due to Use of the Site or Services or accessing or downloading any Royal Mail Materials.

## 18. Discretion to refuse Items for posting

- 18.1. We reserve the right to refuse an Item for posting if:
- 18.1.1. the Postage Label on the Item has expired;
  - 18.1.2. the Postage Label on the Item is of an insufficient value for the postal service requested for it;
  - 18.1.3. You have cancelled the purchase of the Postage Service on the Item;
  - 18.1.4. the Postage Label on the Item is a duplicate of a Postage Label that has already been used on another Item;
  - 18.1.5. the Postage Label on the Item is obscured, defaced, incomplete or otherwise unreadable or invalid;
  - 18.1.6. where You hand an Item into a Post Office® for postage and You do not present the requisite documentation and/or information as indicated to You during Your IOMPO Click & Dispatch purchase journey on the IOMPO Click & Dispatch Website.

#### **19. Termination of Agreement and suspension of Your access to IOMPO Click and Dispatch**

- 19.1. We may terminate this Agreement and Your use of IOMPO Click & Dispatch immediately by notifying You in writing (including by email) if:
- 19.1.1. You fail to pay any amount due under this Agreement on the due date for payment and it remains in default for not less than 21 days after being notified in writing (including by email) to make such payment;
  - 19.1.2. We believe You have mailed or attempted to mail an Item of a type referred to in any of paragraphs 19.1.1 to 19.1.6 inclusive of clause 19 (Discretion to refuse Items for posting); or
  - 19.1.3. You commit any other material breach of this Agreement or the Postal Services Terms and (if capable of remedy) fail to remedy such breach within thirty (30) days of being required to do so.
- 19.2. Without limiting clause 20, We may suspend Your access to IOMPO Click and Dispatch for up to twenty eight (28) days if We believe any of the events in clauses 20.1.2 or 20.1.3 may have occurred.
- 19.3. In addition to the termination rights set out in clause 20.1 above, We will have absolute discretion to suspend or terminate this Agreement and Your use of IOMPO Click and Dispatch at any time if we suspect that You have committed a fraudulent act whilst using IOMPO Click and Dispatch or have used IOMPO Click and Dispatch for any other dishonest or immoral purpose.
- 19.4. In addition to Your rights to terminate set out elsewhere in this Agreement, You may terminate this Agreement if we commit a material breach of this Agreement and (if capable of remedy) fail to remedy such breach within thirty (30) days of being required to do so.

#### **20. Security**

- 20.1. You are responsible for the security of the password that allows You to access IOMPO Click and Dispatch and purchase Postage Services. We will not be liable in relation to any unauthorised transaction entered into using IOMPO Click and Dispatch under Your user name and password.

#### **21. Postal Services Terms**

- 21.1. Nothing in this Agreement excludes or limits Your rights or obligations under the Postal Services Terms.
- 21.2. Your entitlement or otherwise to compensation for lost, damaged or delayed Items is subject to the provisions of the relevant Postal Services Terms.

#### **22. Limitation of liability**

- 22.1. The provisions on Limitation of Liability set out in the Terms and Conditions apply to this Service.

#### **23. Data**

- 23.1. You hereby acknowledge and agree that in order for You to receive the benefit of this Service You will need to provide us with Customer Data and in handling such Customer Data We will act as Data Controller (for the purposes of Data Protection Legislation).
- 23.2. Each party shall, at all times, comply with its obligations under the Data Protection Legislation in performing its obligations under this Agreement; and You will ensure that, whenever You provide Us with, or permit Us to access Personal Data for us to Process in performing our obligations under this Agreement, such provision or access for that purpose is lawful and that We may lawfully so Process that Personal Data.

- 23.3. Without prejudice to the generality of clauses 23.1 and 23.2 above, before providing us with or permitting us access to any Personal Data under this Agreement, You will ensure that, or You will procure that the Data Subjects concerned:
- 23.3.1. understand that We will be Processing their Personal Data;
  - 23.3.2. have been provided with such information as is required by the Data Protection Legislation regarding the collection, use, Processing, disclosure, and overseas transfer of their Personal Data;
  - 23.3.3. have provided their valid consent to our processing of their Personal Data under these Terms or that another legal basis for such Processing is satisfied; and
  - 23.3.4. are aware of their rights under the Data Protection Legislation and how to exercise these.
- 23.4. You will, from time to time and on request, provide such evidence as We may reasonably request to demonstrate Your compliance with conditions 23.2 and 23.3.
- 23.5. You shall indemnify us for any loss incurred by us in relation to Your breach of conditions 23.2 and 23.3 above.
- 23.6. We will keep a record of the volume and type of postal services that You request using this Service. All statistical analysis and use of that data that we have collated (including Customer Data) will be carried out by Us in accordance with our Privacy Notice.

## 24. General

- 24.1. Any failure or delay by You or us in enforcing (in whole or in part) any provision of this Agreement will not be interpreted as a waiver of Your or our rights.
- 24.2. If any provision or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part-provision will be struck out of this Agreement and the remainder of this Agreement will apply as if the offending provision or part-provision had never been agreed.
- 24.3. You may not transfer any of Your rights or obligations under this Agreement without our prior written consent and We may not transfer any of our rights or obligations under this Agreement without Your prior written consent, although We may transfer any of our rights or obligations under this Agreement to another company in our Group without Your consent.
- 24.4. Subject to clause 21 (Postal Services Terms), this Agreement and the Terms and Conditions is the entire agreement between You and us for Your use of IOMPO Click and Dispatch and supersedes all prior:
- 24.4.1. agreements;
  - 24.4.2. representations; and
  - 24.4.3. understandings, in relation to Your use of IOMPO Click and Dispatch, in each case whether these have been made orally or in writing.
- 24.5. Each party acknowledges that it has not been induced to enter into this Agreement by reason of any representation made by or on behalf of the other party, except where any representation has been made by or on behalf of the other party fraudulently.
- 24.6. This Agreement and any non-contractual obligations or liabilities arising out of or in connection with the performance of this Agreement is governed by and will be construed in accordance with Isle of Man Law. Each party submits to the exclusive jurisdiction of the Courts of the Isle of Man.
- 24.7. The headings in this Agreement are included for convenience only and will not affect its interpretation.