

## **DLG Lead Generation Terms and Conditions**

*Terms and Conditions for Lead Generation, Brochure Requests and Co-Registration additional to DLG Standard Terms and Conditions*

**Brochure Request** means an active registration with an End User which opts-in the responder to receiving a brochure;

**Co-Registration** means an active registration with an End User;

**Capped** refers to the volume of leads supplied by DLG, which unless otherwise stated may be 25% over and above the volume referred to on the Order Confirmation;

**Claims Management** is where advice or services are provided in respect of claims for compensation, restitution, repayment or any other remedy for loss or damage. Claims Management services cover litigation, or claims under regulation schemes or voluntary arrangements. Claims Management companies must be authorised by the Ministry of Justice under Part 2 of the compensation Act 2006.

**Exclusivity Period** means the period following its collection from a Survey that a response to a specific Question Set can be utilised via the specified Contact Channel by the End User;

**Expiry Date** means the date of expiry on the Order Confirmation, which shall be subject to the type of Contract stated on the Order Confirmation;

- Test/Retest – The expiry date will be four weeks from Start Date;
- Capped – The expiry date will be twelve months from Start Date;
- Rolling Contracts – Will have no expiry date and will continue until such time as Notice is served by either DLG, End User &/or Agency named on the Order Confirmation;

**Lead Generation** means DLG Data provided to End User through Question Sets from Survey responses as an ongoing feed as specified on the Order Confirmation;

**Notice Period** means the period of notice required to be given in writing, by either DLG, End User &/or Agency for the ceasing of data collection, which unless otherwise stated on the Order Confirmation will be as follows;

- Test/Retest - Have no Notice Period and will only run for the four week duration from the Start Date;
- Capped – Orders will be terminated by either party giving one months notice at any time after the Start Date, or on reaching the expiry date, whichever is the sooner;
- One Month Rolling Contract - Orders maybe terminated by either party giving one months notice at any time after the Start Date of the Order Confirmation;
- Three Month Rolling Contract - Orders maybe terminated by either party giving three months notice at any time after the Start Date of the Order Confirmation;

Notice must be sent to Data Locator Group Ltd and should be addressed to The Head of Lead Generation at 64 Clarendon Road, Watford, Herts, WD17 1DA. The Notice Period will start from the date DLG confirm receipt of any such Notice.

**Uncontactable Name** means goneaways, deceaseds, dead and wrong numbers, Email bouncebacks and inaccuracies, subject to investigation by DLG.

**Question Set** means specific questions asked on a Survey which form the basis of DLG Data supplied to End User for Lead Generation;

**Start Date** is the date on which the Clients Question Set are added by DLG to the live survey either on a DLG site or affiliated site with a view to collect data to be supplied the DLG Client;

**Survey** means any survey compiled and executed by or in conjunction with DLG which contains Question Sets and other questions in order to create DLG Data.

- 1 End User hereby grants to DLG a non exclusive, limited, worldwide, royalty-free revocable license to display, perform, copy, transmit, distribute and promote the End User's campaign in connection with its obligations in the Order Confirmation.
- 2 DLG reserves the right to alter the wording of a Question Set at any time and without notice, or to refuse to include in a Survey questions which in the reasonable opinion of DLG or their legal advisors are or may be illegal or offensive or not in their commercial interest.
- 3 DLG reserves the right at any time prior to the first Output of DLG Data to cancel an Order Confirmation without incurring any liability other than liability which may not by applicable law be excluded or limited, in which event no part of the Rental Fee for DLG Data yet to be output shall be payable by the End User.
- 4 Outputs will cease following the delivery of all DLG Data collected in accordance with the Order Confirmation up until the completion of the Notice Period.
- 5 All DLG Data collected on behalf of the End User up until the completion of the Notice Period and delivered thereafter, shall be paid for by End User whether or not the DLG Data is used by the End User.
- 6 DLG reserves the right to review and revise the cost per Name at any time. If DLG's proposed revision to the cost per Name is not agreeable to the End User, DLG has the right to serve notice in accordance with the Notice Period.
- 7 The cost per Name takes into account a percentage of Uncontactable Names. Only Outputs with greater than 5% of Uncontactable Names against all DLG Data of the same product type supplied to the End User in a calendar month will be investigated by DLG for possible deficiency.
- 8 If the Uncontactable Names deficiency is greater than 5% the End User agrees to provide DLG with proof of deficiency for all disputed Names. In the event that End User disputes any Names provided by DLG as hoax or invalid, End User agrees to provide such proof at DLG's request.
- 9 The End User must report any issues or deficiencies relating to the data within seven days of the Name being output to the End User. DLG is not liable for any discrepancies not reported within this time frame and End User waives all right, title, and intent to dispute payment to DLG based upon any discrepancy not reported within this time frame. All discrepancies must be reported to DLG's account representative in writing.
- 10 DLG agrees to replace data which it has verified as hoax or invalid with valid Names subject to clauses 7 to 9 and clause 3.5.6 of DLG's Terms and Conditions.
- 11 In the event that the End User uses any portion of the DLG Data that it disputed or refused, End User will pay for such data. DLG will use Seed Names in order to assure compliance with this provision.
- 12 End User acknowledges that Co-Registrations are from individuals who have registered with the End User and that End User may only continue to market its products and services to such Co-Registered individuals until they unsubscribe. End User further acknowledges that individuals who have elected to Co-Register with End User may have also elected to register with DLG and/or its affiliated publishers and may have elected to Co-Register and/or opt-in to additional advertisers. Therefore, End User acknowledges that DLG, and its affiliated sites retain all rights to market and communicate to such persons.
- 13 Material within email broadcasts from End Users will not contain or promote viruses, obscene, abusive, violent, bigoted, hate-oriented, cracking, hacking or warez content or conduct.
- 14 DLG Data shall only be used for legal purposes; no data shall be used for online preference marketing based on a consumer's medical condition without their express consent obtained after clear and conspicuous notice of such potential use; no campaign may be targeted to children under the age of eighteen; no data will load any computer program onto an individual's computer, including without limitation programs commonly referred to as adware or spyware but excluding cookies.
- 15 During the term of this Agreement and for twelve months hereafter, End User shall not directly or indirectly solicit any on-line publisher, Web Site, or email provider that is affiliated with DLG. In the event that End User does so directly contract with such affiliate or in any other way violates this Agreement then End User shall pay DLG an additional commission equal to what DLG would otherwise have earned had End User not violated this clause. The foregoing remedy is a material,

bargained for basis of this Order Confirmation and has been taken into account in each party's decision to enter into this Agreement.

- 16 DLG Data will remain under the ownership of DLG at all times. DLG shall have the right to analyse, manipulate, formulate conclusions and extract information from all DLG Data. DLG shall be entitled to use such information at its sole discretion by way of the grant of End User Licenses to third parties provided that nothing herein shall permit DLG to reveal to any third party the responses to specific Question Sets within the Exclusivity Period.
- 17 The telephone numbers of individuals provided for Claims Management purposes may have been collected by DLG via unsolicited (ie no previous contact has been made by DLG) through a survey.