

# Magpie Technology Ltd

## Terms and Conditions



### 1. General

- a. Magpie and related products are referred to as the 'Software'. Access to and use of the Software is subject to these Terms and Conditions and our Privacy Policy. By using the Software you agree to be bound by and to act in accordance with these Terms of Use and our Privacy Policy. If you do not agree to these Terms of Use or our Privacy Policy, you are not permitted to access and use the Software and you should cease such access and/or use immediately.
- b. If you breach any term of these Terms of Use, your right to access and use the Software shall cease immediately.
- c. We reserve the right to amend these Terms of Use from time to time.

### 2. Our Software

- a. We provide an independent online data intelligence service which enables you to research and compare data, including but not limited to pricing information provided by third parties whilst using the Software.
- b. We aim to provide uninterrupted access to the Software but we give no warranty as to the uninterrupted availability of the Software unless otherwise agreed.
- c. We reserve the right to add, amend, delete, edit, remove or modify any information, content, material or data displayed on the Software from time to time.
- d. Access to the software is based on the agreed license cost. We reserve the right to restrict access if the license is not paid as agreed.
- e. The license cost excluding VAT ("Fees") for the Software are set out in the proposal.
- f. If the client requires a substantial change stickee will quote for the additional work and complete the work upon acceptance.
- g. stickee will raise Payment invoices in respect of the Software. Payment terms will be within 30 days of the payment notice unless otherwise stated. An upfront payment of the deposit is required before the start of any project phase.
- h. stickee reserves the right to charge interest at 2% above The Bank of England base rate until payment is received in full. If extra services are required by way of debt recovery management, this will also be passed onto the Client as part of their settlement.
- i. Time shall be of the essence for the payment of the Contract between the Client and stickee. If the Client does not pay any or all of the Fees (including any applicable interest) as stipulated, stickee has the right to withhold provision of the Software until payment is received or stickee may terminate the license.
- j. Having issued a proposal which is a contractual offer to provide the Software, stickee agrees to enter into a contract for the provision of Software upon the Client's written acceptance of the proposal and of these Terms and Conditions hereby stated.
- k. The proposal is valid for a period of 60 days from the date of the proposal unless expressly withdrawn by stickee at an earlier given time.
- l. If the Client wishes to vary any details of the Software it must notify stickee in writing as soon as possible. stickee will endeavour to make any required changes and additional costs will be invoiced to the Client





- m. If, due to circumstances beyond its control, stickee has to make any change in the Software or the arrangements relating to the provision of the Software it will notify the Client with immediate effect.

### 3. Permitted use

- a. You are not permitted to:
  - i. Use the Software in any unlawful, fraudulent or commercial manner.
  - ii. Use the Software to harm, threaten, abuse, embarrass, defame, libel, intimidate or harass another person, or in a way that invades another person's privacy or is obscene, offensive, hateful, indecent, inappropriate, objectionable, unacceptable, discriminatory or damaging as determined by us.
  - iii. Use the Software to create, check, confirm, update, modify or amend your own or another person's databases, records or directories.
  - iv. Tamper with, modify, reverse engineer or amend any part of the Software.
  - v. Use the Software in a way that interferes with, disrupts or imposes an unreasonable or disproportionately large burden on our communications and technical systems as determined by us.
  - vi. Use any automated software, process, program, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program or system.

### 4. Intellectual property rights

- a. The copyright in the information, content, material or data displayed on the Software belongs to us or our licensors. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on the Software for your use, subject to the following conditions:
  - i. It may not be published, distributed, extracted, re-utilised or reproduced without our prior written consent.
  - ii. You may not use any automated software, process, program or system, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program or system.
  - iii. It may not be sold or transferred to any third party.
  - iv. No logos, trademarks or service marks displayed on the Software may be printed or downloaded, except as part of the text of which they form part.
  - v. The status of us and our licensors as the authors of such information, content, material or data must be acknowledged.
- b. All intellectual property rights including, without limitation, all copyright, design rights, patents, inventions, logos, business names, trading names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, software, specifications, know how, processes and business methods (in all cases whether registered or unregistered and including all rights to apply for registration) in and relating to the Software (including information, content, material or data displayed on it) belong to us or our licensors and all such rights are reserved.
- c. Except as set out elsewhere in these Terms of Use, none of the intellectual property rights belonging to us or our licensors in and relating to the Software (including information, content, material or data displayed on it) may be used, copied, modified, published, extracted, utilised, transmitted, displayed, sold, excerpted, reverse engineered, made available, reproduced, reformatted or distributed by you without our prior written consent.
- d. All rights in stickee.co.uk are owned by us.



- e. Unless expressly released with a signed intellectual property rights (“IPR”) agreement, stickee reserves all copyright and any other intellectual property rights which may subsist in connection with the provision of the Software. stickee reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.

## **5. Exclusions of liability**

- a. We use reasonable endeavours to ensure that the data, material and information on the Software is accurate and to correct any errors or omissions as soon as practicable after being notified of them. However, we are not able to guarantee that the data, material and information on the Software is accurate or that there are no errors or omissions in the data, material and information.
- b. We do not monitor, verify or endorse data, material and information submitted or provided by third parties which is included on the Software and you should be aware that such information may be inaccurate, incomplete or out of date. We are not responsible for any data, material or information included on the Software which has been provided by third parties.
- c. We do not give any warranty that the Software is free from viruses or anything else which may have a harmful effect on any technology.
- d. We are not responsible for any losses or damages arising from an inability to access the Software, from any use of the Software or from reliance on the data transmitted using the Software where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet.
- e. We are not responsible or liable for any indirect losses or damages suffered or incurred by you or for any losses or damages suffered or incurred by you which were not foreseeable by us when you accessed or used the Software.
- f. Please be aware that the information and descriptions of products and services on the Software may not represent the complete descriptions of all the features and terms and conditions of those products and services.
- g. We provide links to third party websites from the Software and from emails sent to you as part of our service. These websites are owned and operated by third parties over whom we do not have control. You access and use these third party websites at your sole risk and your sole discretion. You are solely responsible for any use of these third party websites and for any decision to obtain or refrain from obtaining any of the products or services available on such third party websites. Any links to third party websites are provided for your interest and convenience only. We do not endorse, recommend or accept responsibility for such third parties, their products or services, their websites or for any information, opinions or views given or advice provided by such third parties (whether on their websites or otherwise). We are not responsible or liable for any loss or damage you may suffer or incur in connection with your use of any third party websites or for any acts, omissions, errors or defaults of any third party in connection with their website.
- h. Please be aware that whilst the Software provides information on a wide range of products or services, there may be other products or services available on the market which are not shown on the Software.

## **6. Your responsibilities**

- a. You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of the Software.
- b. Any username, password and/or other identification information must be kept confidential by you and must not be disclosed to, or shared with, anyone. Where you do disclose to or share with





anyone your username, password and/or other identification information, you are solely responsible for all activities undertaken on the Software using your username, password and/or other identification information.

- c. You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your conduct on the Software and/or your use of the content.

## 7. Complaints

- a. Our aim is at all times to provide you with an excellent service. If you are unhappy with our service for any reason, please contact our Customer Services Team by writing to Stickee Technology Limited, 2 The Pavilions, Cranmore Drive, Solihull, West Midlands, B90 4SB, by telephone on 0121 704 5600 or by email to [hello@stickee.co.uk](mailto:hello@stickee.co.uk).
- b. We will aim to resolve your complaint within 48 hours. If we are not able to do so, we will provide you with an acknowledgement. After we have had an opportunity to investigate your concerns, we will issue you with a final response.

## 8. Privacy

- a. We are committed to protecting your privacy and we treat your privacy very seriously. We process information about you in line with our Privacy Policy. By using the Software, you agree to the way in which we process and deal with your personal information.
- b. We may disclose your personal information or access your account if required to do so by law, any court, the Financial Conduct Authority (FCA), the Office of Fair Trading or any other applicable regulatory, compliance, Governmental or law enforcement agency.

## 9. Miscellaneous

- a. If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed deleted from these Terms and Conditions and the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.
- b. These Terms and Conditions constitute the entire agreement between you and us relating to your access to and use of the Software and supersedes any prior agreements (including any previous terms of use of the Software).
- c. No failure or delay by us in exercising any right under these Terms of Use will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right.

## 10. Data Protection

- a. In addition to complying with the provisions of this agreement, the Supplier shall comply with statutory obligations in accordance with Articles 28 to 33 GDPR; in this respect, the Supplier shall particularly ensure compliance with the following requirements:
- b. Mr Karl Binder (+44 121 704 5605, [dataprotection@stickee.co.uk](mailto:dataprotection@stickee.co.uk)) is appointed to the role of Data Protection Officer by the Supplier. The Client shall be notified of any change of the Data Protection Officer. The Data Protection Officer's current contact details are easily accessible on the Supplier's website.
- c. Confidentiality in accordance with Art. 28 Para. 3 Sent. 2 Clause b, Art. 29 and Art. 32 Para. 4 GDPR. The Supplier entrusts only such employees with the data processing defined in this agreement who have been bound to confidentiality and have previously been familiarized with the data protection provisions relevant to their work. The Supplier and any person acting under its authority who has access to personal data may only process that data in accordance with the instructions of the



Client (which includes the powers granted in this Agreement) unless otherwise required to do so by law.

- d. The implementation and observance of all technical and organizational measures necessary for this Agreement in accordance with Art. 28 Para. 3 Sent. 2 Claus c, Art. 32 GDPR are specified in Appendix 2 of this Agreement.
- e. The Supplier and the Client shall, upon request, cooperate with the supervisory authority in the performance of their duties.
- f. The Client shall be informed immediately of any inspections and measures conducted by the supervisory authority, insofar as they relate to this Agreement or Contract. This also applies insofar as the Supplier is under investigation or is party to an investigation by a competent authority in connection with infringements to any civil or criminal law, administrative rule, or regulation regarding the processing of personal data in connection with the processing of this Agreement or Contract.
- g. Insofar as the Client is subject to an inspection by the supervisory authority, an administrative or summary offence or criminal procedure, a liability claim of an Affected Person or a third party or any other claim in connection with the processing of the Agreement or Contract by the Supplier, the Supplier shall make every effort to support the Client to the best of his ability.
- h. The Supplier shall regularly monitor their internal processes.
- i. The Client may request documentation to verify the execution of the Technical and organisational measures taken by the Supplier in accordance with section 3 of this Agreement.
- j. Technical and organizational measures to ensure that the processing in his area of responsibility is executed in accordance with the requirements of the applicable data protection law and that the rights of the Affected People are protected.

## 11. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to; power failure, Internet Service Provider failure, industrial disputes, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, government action or any other event that is beyond the control of the party in question.

## 12. Governing law

- a. These Terms and Conditions and your access to and use of this Website shall be governed by and interpreted in accordance with English law.
- b. Each of you and us submits to the exclusive jurisdiction of the courts of England and Wales in connection with these Terms of Use and your access to and use of this Website (including any claims or disputes).

