



Data Usage Terms & Conditions

These Terms apply whenever AccuraData Ltd supplies marketing data. By ordering, paying for, downloading, accessing or using the Data, the Client accepts these Terms and the licence details shown on the relevant quote, order confirmation or invoice.

IMPORTANT - CHECK THE INVOICE BEFORE PAYING

The invoice will state whether the licence is permanent or expiring and may also set limits on time, email sends, calls, records, channels, brands, territories or other use. The Client is responsible for checking every licence condition before payment or first use. Payment or use confirms acceptance. AccuraData accepts no responsibility for a mistake made by the Client when checking or accepting those conditions.

Licence rules at a glance

- A Permanent Licence gives the Client the full licence right to use the Data for the Permitted Purpose in perpetuity, subject to Data Protection Law, individual objections, these Terms and any conditions on the invoice.
- An Expiring Licence may only be used during the licence period shown on the invoice. Use after expiry is not allowed.
- Any usage cap or condition on the invoice is binding. Exceeding it is out-of-licence use.
- Out-of-licence use makes an additional licence fee equal to the original invoice value for the affected Data immediately payable, plus VAT.
- AccuraData may include controlled seed email addresses, telephone numbers or other unique records to monitor compliance and detect misuse.

Please read the full Terms below. The summary above does not replace them.

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1. Definitions

1.1 “AccuraData”, “Company”, “we”, “us” or “our” means AccuraData Ltd, registered in England and Wales.

1.2 “Client”, “you” or “your” means the person, business or organisation buying, receiving, accessing or using the Data. It includes the Client’s staff, contractors, agents, marketing providers and any other person acting for it.

1.3 “Data” means the contact information, business information, marketing records, selections, extracts, files and related materials supplied by AccuraData, including any updates or replacements.

1.4 “Data Protection Law” means all data protection, privacy and direct marketing law that applies from time to time, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (“PECR”), amendments made by the Data (Use and Access) Act 2025, and any replacement legislation. It also includes binding regulatory requirements and relevant ICO guidance and codes.

1.5 “Invoice” means the applicable quote, order form, order confirmation or invoice issued by AccuraData. It records the order-specific licence type, licence period, Permitted Purpose, usage limits and other Licence Conditions.

1.6 “Licence Conditions” means every condition shown on the Invoice or agreed in writing, including limits on time, email sends, calls, records, users, brands, campaigns, channels, territories, sectors, systems or purposes.

1.7 “Permanent Licence” means a licence that continues indefinitely unless use becomes unlawful, the Client breaches these Terms, or the Invoice states another ending event.

1.8 “Expiring Licence” means a licence that may only be used during the fixed period stated on the Invoice.

1.9 “Permitted Purpose” means the specific purpose, campaign, product, service, brand, audience and communication channel stated on the Invoice or otherwise approved by AccuraData in writing.

1.10 “Seed Record” means a controlled or unique email address, telephone number, contact record, identifier or other marker placed in the Data to protect the Data, monitor licence use, detect unauthorised use or identify onward disclosure.

1.11 “Suppression List” means a record kept to make sure a person or organisation is not contacted again after an objection, opt-out, withdrawal of consent, TPS/CTPS registration or other restriction.

1.12 “TPS” means the Telephone Preference Service and “CTPS” means the Corporate Telephone Preference Service, together with any replacement service.

2. How the contract is formed and which terms apply

2.1 A contract is formed when the Client places an order, pays an Invoice, receives or downloads the Data, accesses the Data, or starts using it - whichever happens first.

2.2 The Invoice and these Terms form the entire data licence. The order-specific terms on the Invoice take priority if they conflict with these general Terms.

2.3 The Client must check the Invoice before payment or first use. This includes the licence type, start and end dates, Permitted Purpose, channels, usage caps and any special conditions. Any requested correction must be agreed in writing before payment or use.

2.4 By paying or using the Data, the Client confirms that the Invoice is correct and suitable for its intended use. AccuraData accepts no responsibility for the Client's failure to check, misunderstanding, internal mistake or use under the wrong licence.

2.5 Terms printed on a Client purchase order, supplier portal or other document do not apply unless an AccuraData director expressly accepts them in writing.

2.6 A person accepting these Terms for a company or organisation confirms that they have authority to bind it.

3. The licence granted

3.1 AccuraData may sell access to Data under a Permanent Licence or an Expiring Licence. In legal terms, the Data is licensed, not transferred as property. Ownership and intellectual property remain with AccuraData or its licensors.

3.2 The licence is non-exclusive, non-transferable, limited to the Permitted Purpose and for the Client's internal business use only. It may be suspended or ended for breach.

Permanent Licence

3.3 A Permanent Licence gives the Client the full licence right to use the Data for the Permitted Purpose in perpetuity. This continuing right is always subject to the Licence Conditions, Data Protection Law, individual rights and objections, and any instruction or requirement from a court, regulator or competent authority.

3.4 A Permanent Licence does not allow the Client to ignore legal changes or later objections. The Client must stop using, delete, restrict or suppress any Data where continued use becomes unlawful or is no longer permitted.

Expiring Licence

3.5 An Expiring Licence may only be used between the start and end dates shown on the Invoice. The Client must not contact, select, upload, process, disclose or otherwise use the Data after the end date.

3.6 When an Expiring Licence ends, the Client must stop all campaigns and automated activity using the Data, remove the Data from active systems, and require its contractors and marketing providers to do the same. The Client may keep only the minimum information reasonably needed for legal records or a Suppression List.

3.7 AccuraData may require written confirmation or a deletion certificate within five Working Days after expiry or termination.

Usage limits and renewals

3.8 The Client must not exceed any Licence Condition. Examples include a maximum number of email sends, calls, campaigns, brands, users or records. Unused allowance expires at the end of the licence period and cannot be carried forward.

3.9 A licence does not renew automatically unless the Invoice expressly says it does. Continued use after expiry is out-of-licence use even if the Client expected or intended to renew.

3.10 The Client is responsible for all use by its staff, contractors, agents, processors, marketing platforms and service providers as if that use were its own.

4. Data protection and marketing compliance

4.1 Unless a separate written agreement says otherwise, AccuraData and the Client each act as an independent controller for their own processing. AccuraData is not the Client's processor, data protection officer, legal adviser or compliance manager.

4.2 The Client is solely responsible for deciding whether, when and how it may lawfully use the Data. The purchase of Data is not, by itself, consent and does not, by itself, make any campaign lawful.

4.3 Before using the Data, the Client must complete and keep its own documented compliance assessment. This includes due diligence on the Data, the proposed purpose, the lawful basis, reasonable expectations, necessity, proportionality and the rules for the chosen channel.

4.4 Where the Client relies on consent, it must check that the consent is valid, current, specific enough to cover the Client, the intended purpose and the intended channel. Where it relies on legitimate interests, it must complete and retain any required legitimate interests assessment.

4.5 Where the Client obtained personal data indirectly, it must provide all required privacy information, including the categories and source of the data, within the legal time limit. Where the Client intends to communicate with the person, it must provide that information no later than the first communication and in any event within one month, unless a documented legal exception applies.

4.6 The Client must clearly identify itself in every marketing communication, give accurate contact details, explain how to object or opt out, and make the right to object easy and free to use.

4.7 The Client must immediately stop direct marketing to anyone who objects, opts out or withdraws consent. It must keep an appropriate Suppression List so the person is not added back through a later list or campaign.

Telephone marketing

4.8 AccuraData's TPS/CTPS screening, where supplied, is only a snapshot at the time of delivery. Before each calling campaign and at the point of use, the Client must screen against the current TPS, CTPS and its own Suppression List. For ongoing use, it must re-screen at least every 28 days or more often where law, guidance or good practice requires.

4.9 The Client must not make live marketing calls to a TPS- or CTPS-registered number unless it holds valid and specific permission that legally overrides the registration. It must also comply with any sector-specific call restrictions and caller identification requirements.

Email, text and automated communications

4.10 The Client must correctly determine whether each recipient is an individual subscriber, sole trader, partnership, corporate subscriber or another category, and whether consent or a lawful exception is required under PECR. The Client must not assume that a business email address can always be marketed to without restriction.

4.11 The Client must not use bought-in Data for email, text, recorded calls or automated calls unless its legal assessment confirms that the proposed communication is permitted and any required specific consent or exception applies.

Security, rights and accountability

4.12 The Client must use appropriate security, including access controls, staff training, secure transfer, secure storage, regular access reviews and protection against accidental loss, disclosure or unauthorised use.

4.13 The Client must notify AccuraData without undue delay and, where reasonably possible, within 24 hours after discovering any loss, unauthorised disclosure, security incident or suspected misuse involving the Data. The Client must cooperate fully with investigation and containment.

4.14 The Client must handle data subject requests, complaints, objections and regulatory enquiries promptly and lawfully. It must not tell a person that AccuraData is responsible for the Client's campaign or compliance decisions.

4.15 The Client must not use the Data to infer special category data, criminal offence data or highly sensitive traits, or to make decisions about credit, employment, insurance, housing, healthcare or legal rights, unless AccuraData has expressly agreed this in writing and the Client has a clear lawful basis.

4.16 The Client must not transfer the Data outside the United Kingdom unless it has put in place all required safeguards and completed any required transfer risk assessment.

4.17 The Client must maintain any required ICO registration, data protection fee, records of processing, policies and staff training. It must be able to demonstrate compliance on request.

5. Restrictions on use

5.1 The Client must use the Data only for the Permitted Purpose and within every Licence Condition.

5.2 Unless AccuraData gives written permission, the Client must not sell, rent, share, disclose, publish, transfer, sublicense, gift or otherwise make the Data available to any third party.

5.3 The Client may give necessary access to a genuine service provider acting only for the Client if that provider is bound by a written data protection and confidentiality agreement, uses the Data only on the Client's documented instructions, and deletes it when the work ends. The Client remains fully responsible for that provider.

5.4 The Client must not use the Data to build or improve a competing database, data brokerage service, directory, enrichment product, audience product or resale list.

5.5 The Client must not place the Data in a public or shared repository, expose it through an insecure link, use it for scraping or harvesting, or upload it to a system that may use the Data for unrelated training, profiling or reuse.

5.6 The Client must not use the Data for unlawful, deceptive, discriminatory, threatening, abusive, fraudulent or misleading activity, or in a way likely to cause distress, nuisance or reputational harm.

5.7 The Client must not remove source information, licence notices, unique identifiers, Seed Records or technical controls, and must not attempt to discover, isolate or defeat them.

5.8 An approved reseller must obtain AccuraData's written permission before each onward supply, identify the proposed recipient, provide the recipient with these Terms, and ensure the recipient accepts a licence no wider than the reseller's own. Any other onward supply is a material breach.

6. Seed records and compliance monitoring

6.1 To protect the Data and ensure responsible use, AccuraData may lace the Data with Seed Records. These may include controlled email addresses, telephone numbers, contact records, unique combinations of fields or other identifiers.

6.2 Seed Records may be used to monitor whether the Data has been contacted, uploaded, shared, resold or used outside the licence period or other Licence Conditions. The Client agrees to this monitoring for licence management, security, fraud prevention, enforcement and legal claims.

6.3 A Seed Record is not a defective record and does not entitle the Client to a replacement, refund or credit. AccuraData will keep Seed Records proportionate so they do not materially reduce the commercial value of the Data.

6.4 If a Seed Record receives or detects a communication, call, upload or other activity outside the licence period or Licence Conditions, AccuraData may rely on the Seed Record,

timestamp, technical logs and related evidence as proof of misuse and may issue the Additional Licence Fee invoice immediately.

6.5 The Client must not test, probe, contact, suppress, delete or manipulate suspected Seed Records for the purpose of avoiding monitoring. Any attempt to defeat monitoring is a material breach.

7. Records, audit and evidence

7.1 The Client must keep accurate records showing how the Data was used. Records should include campaign dates, channels, volumes, platforms, brands, users, third-party providers, suppression activity, lawful basis and deletion or expiry actions.

7.2 The Client must keep those records for the licence period and for six years afterwards, but only to the extent lawful and necessary for compliance, audit and legal claims.

7.3 On reasonable notice, the Client must provide information and documents needed to confirm compliance. If AccuraData reasonably suspects misuse, a security incident or a Seed Record hit, it may request information immediately and the Client must respond within five Working Days.

7.4 AccuraData may inspect relevant campaign reports, platform logs, suppression records, processor confirmations and deletion evidence. AccuraData will not request access to unrelated systems or information unless reasonably necessary for an investigation.

7.5 If an audit identifies a material breach, the Client must reimburse AccuraData's reasonable audit, investigation, legal and enforcement costs. Failure to cooperate with an audit is itself a material breach.

8. Out-of-licence use and additional fees

8.1 Out-of-licence use includes any use after an Expiring Licence ends, use beyond a stated cap, use for an unapproved purpose or channel, use by an unapproved brand or person, unauthorised sharing, resale, failure to delete, or any other breach of the licence scope.

8.2 If out-of-licence use occurs, the Client becomes immediately liable to pay an additional licence fee equal to the original invoice value for the affected Data, excluding VAT, with VAT added at the applicable rate ("Additional Licence Fee"). AccuraData may issue that invoice without first giving a warning.

8.3 The Additional Licence Fee is the agreed commercial price for a new licence and for the additional compliance, monitoring and administration caused by unlicensed use. It protects AccuraData's legitimate interest in controlling the use and value of its Data and is intended to be proportionate, not punitive.

8.4 Payment of the Additional Licence Fee does not retrospectively make the earlier misuse lawful. A new licence starts only when AccuraData confirms its scope and start date in writing. The Client must stop the unauthorised use until that confirmation is given.

8.5 If the Client continues the misuse after notice, or starts a separate unauthorised campaign or further licence period, AccuraData may charge another Additional Licence Fee for that further use.

8.6 The Additional Licence Fee is not AccuraData's only remedy. AccuraData may also suspend or terminate the licence, seek an injunction, recover losses that exceed the fee, recover enforcement costs, or use any other legal remedy. AccuraData will not recover twice for the same loss.

8.7 All amounts under this section are due immediately, without set-off, counterclaim or deduction except where the law requires otherwise.

9. Data quality, claims and replacements

9.1 AccuraData takes reasonable steps to select, prepare and check the Data. The Client accepts that contact and business information changes over time and no dataset can be guaranteed to be complete, current or 100% accurate.

9.2 AccuraData does not guarantee response rates, deliverability, conversion, revenue, suitability for a particular campaign, or that every recipient will welcome or respond to contact.

9.3 A Data quality claim must be made in writing within seven Working Days after delivery and before substantial use. The Client must provide the full relevant report, the affected records, clear evidence of the problem and enough information for AccuraData to investigate.

9.4 A record is not defective merely because it becomes inaccurate after delivery, a recipient registers with TPS/CTPS, a person objects, a mailbox rejects a message, a business closes, or the record does not generate a response.

9.5 If AccuraData verifies that a record was materially outside the agreed selection criteria or materially inaccurate at delivery, AccuraData may provide a like-for-like replacement. Replacement is the Client's sole remedy for a valid quality claim and does not extend an Expiring Licence.

9.6 No cash refund or credit is due unless AccuraData agrees otherwise in writing. Claims are not accepted where the Client has altered the Data, failed to follow instructions, used the wrong criteria, exceeded the licence or cannot provide a full report.

10. AccuraData screening and support

10.1 Where the order includes UK telephone marketing Data, AccuraData will use reasonable steps to screen the supplied telephone numbers against the TPS and CTPS shortly before delivery.

10.2 Screening is a point-in-time check only. It does not remove the Client's duty to re-screen at the point of use, maintain its own Suppression List or comply with later registrations, objections or legal changes.

10.3 On reasonable request, AccuraData may provide available information about Data categories, sources, selection criteria or screening to support the Client's due diligence. This support is factual only and is not legal advice or a warranty that the Client's intended campaign is lawful.

10.4 AccuraData may refuse support, replacements or further supply while an invoice is overdue, an audit request is outstanding, or a suspected breach is being investigated.

11. Intellectual property and confidentiality

11.1 All intellectual property rights in the Data, database structure, selections, scoring, methods, documentation and related materials remain with AccuraData or its licensors. No right is granted except the express licence in these Terms.

11.2 The Client must keep the Data, pricing, Licence Conditions, Seed Record arrangements, source information and AccuraData's methods confidential. It may disclose them only to people who genuinely need access and are bound by equivalent confidentiality duties.

11.3 Confidentiality does not apply to information that the receiving party can prove was lawfully public, already lawfully known, independently developed, or required to be disclosed by law. Where lawful, the receiving party must give advance notice of a required disclosure.

11.4 These confidentiality duties continue after the licence ends. Duties relating to personal data, Seed Records, trade secrets and Suppression Lists continue for as long as the information remains confidential or protected by law.

12. Prices, payment and tax

12.1 Unless AccuraData agrees credit terms in writing, all charges must be paid in cleared funds before delivery. Prices exclude VAT unless the Invoice says otherwise.

12.2 The Client must pay all invoices in full without set-off, counterclaim, deduction or withholding, except where required by law.

12.3 AccuraData may charge statutory interest and reasonable recovery costs on overdue sums. It may suspend delivery, support and any licence while payment remains overdue.

12.4 Charges are non-refundable except where these Terms expressly provide a replacement or AccuraData agrees a refund in writing.

13. Liability and Client indemnity

13.1 Nothing in these Terms excludes or limits liability that cannot legally be excluded, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

13.2 Subject to clause 13.1, AccuraData is not liable for the Client's legal basis, campaign design, message content, sender identity, marketing platform, suppression process, targeting decision, use after delivery, regulatory breach or failure to follow these Terms.

13.3 AccuraData is not liable for indirect or consequential loss, lost profit, lost revenue, lost opportunity, loss of goodwill, business interruption, anticipated savings, wasted marketing spend or reputational damage.

13.4 Subject to clause 13.1, AccuraData's total aggregate liability arising from the affected Data, whether in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise, is limited to the net amount paid for that affected Data under the relevant Invoice.

13.5 The Client must indemnify AccuraData against all claims, complaints, investigations, losses, damages, compensation, fines and penalties to the extent legally recoverable, and reasonable legal or professional costs arising from: the Client's breach; unlawful or unauthorised use; a campaign sent by or for the Client; onward disclosure; a security incident under the Client's control; or an act or omission of its staff, agents or providers.

13.6 AccuraData must take reasonable steps to reduce any recoverable loss. The Client may not settle a claim involving AccuraData without AccuraData's written consent.

14. Suspension, termination and legal change

14.1 AccuraData may suspend delivery, access, support or licence rights immediately if it reasonably suspects non-payment, misuse, a Seed Record hit, unlawful use, a security incident, reputational risk or a material breach.

14.2 AccuraData may terminate the licence immediately for a material breach, repeated breach, failure to cooperate with an audit, insolvency, fraud, unauthorised resale or use that may expose AccuraData to regulatory or legal risk.

14.3 On suspension, expiry or termination, the Client must stop the affected use immediately and follow AccuraData's reasonable instructions to return, delete, restrict or suppress the Data. No refund is due for suspension or termination caused by the Client.

14.4 If a change in law, regulatory guidance, court order, data subject request or authority instruction means that continued use is unlawful or materially restricted, the Client must stop or change its use immediately. This applies to both Permanent and Expiring Licences.

14.5 AccuraData is not responsible for a loss caused by a legal or regulatory change that requires use to stop, except to the extent liability cannot legally be excluded.

14.6 Clauses concerning payment, unauthorised use, audit, confidentiality, intellectual property, liability, indemnity, deletion, evidence and governing law continue after expiry or termination.

15. Exclusivity

15.1 Data is non-exclusive unless the Invoice expressly states that a defined dataset is exclusive. Any exclusivity applies only to the named sector, territory, records, period and competitors stated on the Invoice.

15.2 AccuraData may supply overlapping or similar records outside the defined exclusive scope, to organisations that are not within the stated competitor class, or where the same record is independently obtained or publicly available.

15.3 AccuraData will decide reasonably whether another organisation is a competing business within the agreed scope. Exclusivity does not prevent AccuraData from carrying out general data collection, cleansing, screening or compliance services.

15.4 Unless the Invoice states a different remedy, AccuraData's maximum liability for a proven breach of exclusivity is limited under clause 13.4.

16. General contract terms

16.1 The Client may not assign, transfer or subcontract its licence without AccuraData's written consent. AccuraData may assign these Terms to a group company or a buyer of its business or assets.

16.2 AccuraData is not liable for delay or failure caused by events outside its reasonable control, including telecommunications failure, supplier failure, cyber incident, power failure, industrial action, natural disaster, government action or regulatory change.

16.3 A failure or delay in enforcing a right is not a waiver. A waiver is effective only if it is in writing and applies only to the specific matter stated.

16.4 If any clause is illegal, invalid or unenforceable, it will be changed only as much as needed to make it enforceable. The remaining clauses continue in force.

16.5 No person other than AccuraData and the Client has a right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.

16.6 Notices may be sent by email to the address used for the order or shown on the Invoice. A notice is treated as received on the next Working Day unless the sender receives a delivery failure message.

16.7 AccuraData may update these Terms for future orders. A change required for law, security or regulatory compliance may also apply to existing use after reasonable notice. The Client must comply with the updated legal or security requirement to continue using the Data.

16.8 These Terms and the Invoice are the entire agreement about the Data. The Client confirms it has not relied on any statement not written in them, except that nothing excludes liability for fraud or fraudulent misrepresentation.

17. Governing law and courts

17.1 These Terms and any non-contractual dispute are governed by the law of England and Wales.

17.2 The courts of England and Wales have exclusive jurisdiction over any dispute arising from or connected with the Data, the licence or these Terms.

Client confirmation

By ordering, paying for, downloading, accessing or using the Data, the Client confirms that it has read and accepted these Terms and the Licence Conditions shown on the Invoice.