

RGA UK LTD: General Terms and Conditions

© RGA UK Ltd, 2018 – Data by RGA

General Terms and Conditions of Business: License of Proprietary Data, Data Rental, Telemarketing, Email Marketing, List Formation, Direct Mail.

This Agreement is governed by English Law and You agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising. By using RGA UK Ltd products/services you are deemed to have accepted the terms and conditions below. Credit Terms may be offered (references may be required). Payment terms are strictly 30 days from the date of invoice. Automatic account hold will be applied on the last day of the month to all accounts with overdue balances. Discounts and Offers are subject to strict payment terms as advised on the invoice. In the event of credit terms being abused, delivery of goods may be restricted and credit facilities may be withdrawn at the discretion of the company and without notice. The company reserve the right to charge interest on overdue accounts at the rate of 3% per calendar month from the due date of payment to the receipt of payment. All prices exclude V.A.T. unless specifically indicated otherwise.

© RGA UK Ltd, 2018 – DATA by RGA & TELEMARKETING

1. The Data comprises proprietary information intellectual property rights which are owned by the List Owner. RGA UK Ltd are owners of the contact data which is supplied to you the Customer on the agreement that the data is available with multi marketing channel use for 12 months.
2. After 12 months use, the Customer has the option to:
 - i. pay for a refreshed license of the data and permission of use
 - ii. stop using the data and delete all records that are the property of RGA from their system.
3. Bona fide clients created using RGA data may remain property of the customer.
RGA define "A Bona fide client", as a client to whom your service has been provided / a client who has requested a proposal from your company / contacted your company to indicate an interest in your product.
4. After May 2018, new GDPR (General Data Protection Regulation) legislation will require you (the Customer) to keep the data up-to-date.
5. OPT-IN contacts collected from RGA data during 12 months use may remain on your (the Customer) system and must be maintained in compliance with UK & EU data regulations. GDPR requires these contacts be regularly reviewed and updated. RGA update the data circa 6 months, RGA refresh facility can help meet this GDPR requirement. As well as, providing amendments and additions to the data at regular intervals.
6. Data must be used by the purchasing party only and is not transferable to any group or member within the organisation, without prior approval from RGA UK Ltd.
7. RGA transport & deliver data via a secure file sharing facility, with servers compliant with GDPR regulations. You, the Customer, agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the data to anyone without the express prior written consent of RGA UK Ltd. Copying and distributing the Data to a third party is forbidden. You may not: (1) use or permit the use of the Data to prepare an original database or a comparison to other databases that are sold, rented, published, or furnished in any manner to a third party; (2) use or permit the use of the Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, business directory, or other compilation of information that is sold, rented, published, or furnished in any manner to a third party.
8. The data is for single station/location use only, unless written license has been extended to include network/group usage.
9. RGA will make every effort to ensure the accuracy of all telephone numbers, addresses and email addresses which are supplied to you, the Customer. However, in no circumstances whatsoever can RGA accept liability for any loss, inconvenience or damage of any kind which may arise from you being supplied incorrect information, be it incorrect information obtained from current/past records, or due to an operator error.
- 10. Receiving Unsubscribe / Opt Out request to direct mail using Data by RGA:**
RGA immediately remove any data subject whose preference has changed, and they no longer want to be included on RGA's Event Buyers Master database. This may mean we retain their contact details in encrypted form to ensure details are not reincluded during our ongoing research process.

However, it is the responsibility of the organisation using RGA data to remove Unsubscribe / Opt Out requests received from their individual direct marketing campaigns. We would suggest that these details be securely kept so that the data subject is not reincluded at a later date or during a refresh process.

11. RGA data is not CTPS (Corporate Telephone Preference Service) tested/reviewed. This is the responsibility of the Customer.
12. RGA data lists provide: name of contact, job title, address, telephone, email address, web site & industry. These details are available as released by company. A small percentage of records may not include contact name or email address in compliance with that company's data protection policy & GDPR. Email addresses are business addresses and therefore it is permitted to send emails on business matters only. It is not permitted to send emails to these addresses offering personal goods and services.
13. During our cleaning process data counts may fluctuate. RGA make an allowance of 5% record fluctuation before pro-rata costs apply.
14. Data Rental Mailshots / E-mailshots. RGA despatch centre will despatch mailshot/e-mailshot using RGA contact data. The customer will not receive any copy of the data used in the despatch. Responses to the mailshot/e-mailshot received by the customer will become property of the customer. RGA data will not be supplied to any other party or despatch centre.
15. The Customer may only use information supplied by RGA within the confines of any current legislation, and the Customer agrees to indemnify RGA in respect of any claim that may be made against RGA involving misuse of any information given under the service.
16. ©RGA data is copyright. The data may not be resold or duplicated without prior written permission of RGA UK Ltd.
17. In compliance with data regulations procedures, a small number of records may not include a contact name. When RGA approached the company we were advised that it was against their company's policy to release employees names.
18. RGA use a "seeding" method to monitor use of the data and breaches of our conditions will be taken very seriously. **Companies found breaching our conditions of use will be required to pay for annual use of RGA Event Buyers Universe database with multi-site options. Legal action may follow.**

DIRECT MAIL SERVICES: MAILSHOT BY POST

19. Mailshot quotations are subject to sight and/or weight and/or nature of material(s) being sent.
20. Deliveries to our office should be booked in advance and between 9.00am and 4.00pm Monday to Friday.
21. RGA UK LTD accepts no responsibility or liability for deliveries lost or mislaid before reaching RGA's offices.
22. Delivery notes must be supplied with each delivery containing the following: client name, description of material, total quantity delivered, number of boxes and quantity per box.
23. **Postage is not included unless specifically stated.**
24. Postage invoices must be paid prior to mailshot despatch.
25. All other items payable within 7 days of invoice date. All prices exclude V.A.T.
26. Whilst we shall use our best endeavors to ensure that any Royal Mail or Courier documentation that are completed by us on your behalf are completed correctly, we cannot accept any liability for any errors or omissions that may occur, and we cannot be held responsible for any losses (whether direct or indirect) that may result therefrom. The reason for this is that we do not impose any additional charge for carrying out this work.
27. RGA and its employees cannot be held responsible or liable for material lost or mislaid by Royal Mail or Couriers it may use to deliver material.
28. In any event and notwithstanding anything in this contract in no circumstances shall RGA be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof:
29. for any increased costs or expenses;
30. for any loss of profit, business, contracts, revenues or anticipated savings or;
31. for any indirect or consequential damage of any nature whatsoever.
32. RGA will only keep surplus fliers, etc. for 14 days after the despatch date, if they are not collected by this time

they will be destroyed.

33. *RGA* reserve the right to change any scheduled despatch date of all mailshots without prior notification.

EMAIL LIST FORMATION AND DESPATCH

34. RGA UK Ltd provides business email addresses that have been given to them by the company.
35. All emails you send using the data must include an option for the data subject to opt out of receiving further emails from your company. If you receive an unsubscribe request, you must remove the data subject from your list and your company must not send them any further emails. This is a central part of the Privacy & Electronic Communications (EC Directive) Regulations 2003
36. All email broadcasts designed and despatched by you the customer must comply with the current EC regulations.
37. RGA will make every effort to ensure the accuracy of email addresses which are supplied to you, the Customer. However, in no circumstances whatsoever can RGA accept liability for any loss, inconvenience or damage of any kind which may arise from you being supplied incorrect information, be it incorrect information obtained from current/past records, due to an operator or third-party error.
38. E-mail addresses can be prone to frequent change, as well as being unreachable for a number of technical and other reasons (such as, but not limited to, account disabled, mailbox full, limit on message size, anti-spam policy, firewall). RGA shall review the situation should the number of "undeliverable" be more than 10% hard bounce rate of records purchased and despatched within the first 3 months of purchase. A hard bounce is defined as one where either the email recipient or the email domain does not exist, and in addition a 5.x.x error is returned by the sending or receiving email server. To clarify: A soft bounce is an email message that gets as far as the recipient's mail server (it recognizes the address) but is bounced back undelivered before it gets to the intended recipient. A soft bounce might occur because the recipient's mailbox is full, the server is down or swamped with messages, or the message is too large. Soft bounces can also include things like auto-replies to your email. A hard bounce is an email message that has been returned to the sender and is permanently undeliverable. Causes include invalid addresses (domain name doesn't exist, typos, changed address, etc.) or the email recipient's mail server has blocked your server. Servers can sometimes interpret bounces differently, meaning a soft bounce on one server may be classified as a hard bounce on another.
39. You will be asked to provide a broadcast report or other evidence of the hard bounce rate before any claim for replacement data or refund will be considered by RGA UK Ltd.
40. RGA will not be liable to the Customer for any breach of these terms and conditions or failure on RGA's part to perform any obligation as a result of technical problems relating to the services, Acts of God, governmental control, restrictions or prohibitions or any other government act or omission whether local or national, act or default of any supplier, agent, subcontractor, industrial dispute or any kind of other similar or dissimilar cause beyond RGA UK Limited's control.

GRIEVANCES

All grievances and comments should be made in writing to our office. Replacement Data or refund on any of our services will not be given where supporting documentation is not provided. Supporting documentation must include the invoice number of the purchase. Until and unless a refund has been agreed by RGA UK LTD, payment for the full amount remains due and RGA reserves the right to use all and any applicable legal remedies to recover payment from you as well as any additional costs incurred by RGA in so doing.

RGA will not be liable to the Customer for any breach of these terms and conditions or failure on RGA's part to perform any obligation as a result of technical problems relating to the services, Acts of God, governmental control, restrictions or prohibitions or any other government act or omission whether local or national, act or default of any supplier, agent, subcontractor, industrial dispute or any kind of other similar or dissimilar cause beyond RGA UK Ltd.'s control.

[Click Here to See Our PRIVACY POLICY](#)