

# Online Portal Terms of Use

## Francotyp-Postalia Limited

### 1. ABOUT US

1.1 Francotyp-Postalia Limited (company number 02445645) is a company registered in England and Wales and our registered office is at 74 Powdermill Lane, Dartford, Kent, DA1 1EF (**We**). We also provide this service in respect of our group and franchisees (**Franchisees**) (together referred to as **FP Mailing**).

1.2 The below terms (the **Terms**) apply to you when you use the online customer portal available at [www.discoverfp.com](http://www.discoverfp.com) (the **Online Portal**). The Online Portal is a single point of log in for the customers of FP Mailing.

1.3 If you wish to contact us you can call us on 0344 225 2233 or email us at: [fpsupport@fpmailing.co.uk](mailto:fpsupport@fpmailing.co.uk). How to give us formal notice of any matter under the Contract is set out in clause 18.2.

1.4 These Terms apply to your use of the Online Portal and the supply of the Online Portal by us (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade custom, practice or course of dealing. Therefore please read these Terms fully and carefully prior to using the Online Portal.

1.5 By accessing or using the Online Portal or otherwise indicating your consent, you agree to be bound by these Terms.

1.6 The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in this Contract.

### 2. AUTHORISATION

2.1 In order to use the Online Portal, you must be a customer of FP Mailing.

2.2 The Franchisees shall ensure that any customer to whom it provides or facilitates access to the Online Portal complies with these Terms.

2.3 To the extent you are a customer of FP Mailing, you shall comply with these Terms when using the Online Portal.

2.4 For further information on how to log on and use the Online Portal, see our Logging In and Resetting Your Password guide available here: [www.discoverfp.com/uk/login/ForgotPassword/](http://www.discoverfp.com/uk/login/ForgotPassword/)

### 3. AVAILABILITY OF THE ONLINE PORTAL

3.1 We will use our reasonable endeavours to ensure access to the Online Portal but We will not be liable to you if for any reason the Online Portal is unavailable at any time or for any period.

3.2 We reserve the right to withdraw or amend the Online Portal or the services We provide through the Online Portal without notice. From time to time, We may:

3.2.1 restrict access to some or all of the Online Portal; and

3.2.2 make changes to the Online Portal and any material on it.

## **4. DATA PROTECTION**

4.1 We will use any personal information you provide to us in accordance with our Privacy Policy available at [www.fpmailing.co.uk](http://www.fpmailing.co.uk)

4.2 You shall comply with any notification requirements under the Data Protection Legislation.

4.3 We will take appropriate security measures against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data.

4.4 We will put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data will only be transferred to a data processor if they agree to comply with those procedures and policies, or if they put in place adequate measures themselves.

4.5 We may share personal data We hold with any Franchisee or any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006. We may also share personal data We hold with selected third parties with your prior written consent.

## **5. USERS AND PASSWORDS**

5.1 You agree that you are solely responsible for:

5.1.1 all costs and expenses you may incur in relation to your use of the Online Portal; and

5.1.2 keeping your password and other account details confidential.

5.2 The Online Portal is intended for use only by those who can access it from within the UK. If you choose to access the Online Portal from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

5.3 We seek to make the Online Portal as accessible as possible. If you have any difficulties using the Online Portal, please contact us.

5.4 We may prevent or suspend your access to the Online Portal if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

5.5 Where We provide you with rights to access the Online Portal in relation to any persons to whom you arrange access to the Online Portal, you shall ensure that they:

5.5.1 understand their obligations under these Terms;

5.5.2 understand the nature and scope of their permissions and do not exceed such permissions; and

5.5.3 are prevented from accessing the Online Portal once they cease to be authorised by you to access the Online Portal.

5.6 If you are provided with a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable or change any username or password, whether chosen by you or allocated by us, at any time if in our opinion you have failed to comply with any of the provisions of these Terms or We feel it is necessary to safeguard security of the Online Portal.

5.7 Any content you upload to our Online Portal will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 The Online Portal and all intellectual property rights in it including but not limited to any content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that We and they remain owners of them and free to use them as We and they see fit.

6.2 UK00001254964 is a UK registered trade marks of our group company, Francotyp-Postalia GmbH. You are not permitted to use them without our approval, unless they are part of the material you are using as permitted by these Terms.

6.3 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract for the purpose of receiving and using the Online Portal. You may not sub-license, assign or otherwise transfer the rights granted in this clause.

6.4 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing our services to you.

6.5 Nothing in these Terms grants you any legal rights in the Online Portal other than as necessary to enable you to access and use the Online Portal. You agree not to adjust or to try to circumvent or delete any information contained on the Online Portal (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Online Portal.

6.6 You may download and print extracts from the contents of the Online Portal only in so far as it is necessary for you to do so to use our services provided by the Online Portal, provided that you do not alter, amend or delete any intellectual property rights, notices or marks. Reproduction of all or part of the Online Portal or contents of the Online Portal in any form is prohibited for any other purpose. None of the contents of the Online Portal may be copied or otherwise incorporated into or stored in any other electronic system, publication or other work in any form (whether hard copy, electronic or other) other than as set out in this clause.

6.7 If you print off, copy or download any part of our Online Portal in breach of these Terms, your right to use the Online Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **7. PROHIBITED USES**

7.1 You may not use the Online Portal:

7.1.1 in any way that breaches any applicable local, national or international law or regulation;

7.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or

7.1.3 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any

other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

7.2 You agree not to access without authority, interfere with, damage or disrupt:

7.2.1 any part of the Online Portal;

7.2.2 any equipment or network on which the Online Portal is stored;

7.2.3 any software and/or database used in the provision of the Online Portal;

7.2.4 any equipment or network or software owned or used by any third party;

7.2.5 other users' accounts or information; and

7.2.6 not to attack the Online Portal via a denial-of-service attack or a distributed denial-of-service attack.

7.3 We do not guarantee that our Online Portal will be secure or free from bugs or viruses.

7.4 While We try to make sure that the Online Portal is available for your use, We do not promise that the Online Portal is available at all times nor do We promise the uninterrupted use by you of the Online Portal.

7.5 You are responsible for configuring your information technology, computer programmes and platform to access our Online Portal. You should use your own virus protection software.

7.6 By breaching these Terms, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity. In the event of such a breach, your right to use the Online Portal will cease immediately.

## **8. LINKING TO THE ONLINE PORTAL**

8.1 You may link to the Online Portal home page [www.discoverfp.com](http://www.discoverfp.com) provided you do so (i) only for internal purposes and not on any external or public website or other media channel and (ii) in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

8.2 The Online Portal must not be framed on any website other than our website ([www.discoverfp.com](http://www.discoverfp.com)) nor may you create a link to any part of the Online Portal other than the Online Portal home page. We reserve the right to withdraw linking permission without notice and without giving reasons for such withdrawal.

## **9. LINKS FROM THE ONLINE PORTAL**

Where the Online Portal contains hyperlinks or references to other websites and resources provided by third parties, these links are provided for your information and convenience only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. The display of any hyperlink and reference to any third party website does not mean that We endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

## **10. SUSPENSION AND TERMINATION**

10.1 Without limiting any of our other rights, We may suspend the performance of the Online Portal, or terminate the Contract with immediate effect by giving written notice to you if:

10.1.1 you commit a breach of the Terms, under our absolute discretion and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;

10.1.2 you fail to pay any amount due to us on the due date for payment;

10.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

10.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract or our terms and conditions of supply at <https://www.fpmailing.co.uk/customer-documentation/> (**Supply Terms**) have been placed in jeopardy.

10.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

10.4 Upon termination of the Contract, We shall revoke the licence granted to you in accordance with clause 6.3 and terminate these Terms with immediate effect.

10.5 Failure to comply with these Terms may result in our taking all or any of the following actions:

10.5.1 immediate, temporary or permanent withdrawal of your right to use the Online Portal;

10.5.2 immediate, temporary or permanent removal of any material uploaded by you to the Online Portal;

10.5.3 issue of a warning to you;

10.5.4 issue legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and

10.5.5 further legal action against you.

## 11. **LIABILITY**

11.1 Whether you are a consumer or a business user:

11.1.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

11.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Supply Terms.

11.2 If you are a business user:

11.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our Online Portal or any content on it.

11.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, our Online Portal; or
- (b) use of or reliance on any content displayed on our Online Portal.

11.2.3 In particular, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

11.3 If you are a consumer user:

11.3.1 Please note that We only provide our Online Portal for domestic and private use. You agree not to use our Online Portal for any commercial or business purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3.2 If defective digital content that We have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, We will either repair the damage or pay you compensation. However, We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

11.4 The content on our Online Portal is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Online Portal.

11.5 Although we make reasonable efforts to update the information on our Online Portal, we make no representations, warranties or guarantees, whether express or implied, that the content on our Online Portal is accurate, complete or up to date.

## 12. USE OF THE ONLINE PORTAL

12.1 **Your information:** We collect and process your personal data (such as your contact details and, to the extent it constitutes personal data, your IP address) in accordance with these Terms. By using the Online Portal, you consent to such processing in accordance with the Terms and our Privacy Policy available at [www.fpmailing.co.uk](http://www.fpmailing.co.uk)

12.2 **Cookies:** We may use information obtained about you from cookies (files which are sent to us by your computer or other access device) which We can access when you

visit the Online Portal in future. Please see our Cookies Policy available at [www.fpmailing.co.uk](http://www.fpmailing.co.uk)

### 12.3 **Notices.**

12.3.1 When We refer to "in writing" in these Terms, this includes email.

12.3.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

12.3.3 A notice or other communication is deemed to have been received:

(a) if delivered personally, on signature of a delivery receipt;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

12.3.4 if sent by email, at 9.00 am the next working day after transmission.

12.3.5 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

12.3.6 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 13. **GENERAL**

13.1 **Variation.** We may amend these Terms from time to time and we will notify you of this on our Online Portal. Such changes are effective from the date they are notified. Your continued use of the Online Portal after such date shows your acceptance of such changes.

### 13.2 **Assignment and Transfer.**

13.2.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by posting on this webpage if this happens.

13.2.2 You may only assign or transfer your rights or your obligations under the Contract to another person if We agree in writing.

13.3 **Waiver.** If We do not insist that you perform any of your obligations under the Contract, or if We do not enforce our rights against you, or if We delay in doing so, that will not mean that We have waived our rights against you or that you do not have to comply with those obligations. If We do waive any rights, We will only do so in writing, and that will not mean that We will automatically waive any right related to any later default by you.

13.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

13.5 **Third Party Rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

13.6 **Governing Law and Jurisdiction.** The Contract is governed by English law and We each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

**Thank you for visiting our Online Portal.**

