

# Licence Agreement for using Bank validation

## Unified Software

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Version 1.0.0  
24 April 2023

**Allies provides bank validation through Postcoder using Unified Software. This Licence sets out the terms and conditions (“Terms”) upon which Unified Software makes available to you, and allows you to use, the Unified Software Service, the Unified Software Database and the Database via Postcoder. Accordingly, please read through carefully the Terms appearing hereafter.**

By signing where indicated at the end of this document you confirm that you have read these Terms and agree to the Terms which will bind you and your employees. The Terms include, in particular, limitations on liability.

If you do not agree to the Terms, we will not license the Unified Software Service, the Unified Software Database or the Database to you.

The Intellectual Property Rights in the Unified Software Service and the Unified Software Database are owned by Unified Software and the Intellectual Property Rights in the Database are owned by the licensors of Unified Software and used and made available under licence by Unified Software.

## 1. Licence of software

- 1.1. The Unified Software Service and all Intellectual Property Rights in the Unified Software Service are owned by Unified Software.
- 1.2. Unified Software grants to you, and you accept, a non-exclusive, non-transferable licence to use the Unified Software Service in accordance with the provisions of this Licence.
- 1.3. You are permitted to access the Unified Software Service via Postcoder and use the Unified Software Service for the purpose of:
  - 1.3.1. verifying that a particular sort code and account number are valid;
  - 1.3.2. obtaining other details of a bank branch; and/or
  - 1.3.3. verifying a bank branch’s internal procedures in respect of BACS and Direct Debit payments, in each case, on, and subject to, the Terms.
- 1.4. You are not permitted:
  - 1.4.1. to allow anyone to access or use the Unified Software Service other than your employees who need to use it in the course of their employment for your legitimate business purposes or your customers who need to use it in the course of purchasing goods or services from you;
  - 1.4.2. to use the Unified Software Service on behalf of third parties or to provide a bureau service;
  - 1.4.3. except and only to the extent required, and in the circumstances expressly permitted, by law, to rent, lease, sub-licence, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or

## 2. Licence of the Unified Software Database and/or the Database

- 2.1. The Unified Software Service allows you to access the Unified Software Database and/or the Database (as applicable) via Postcoder. Access to the Database is made available to you by Unified Software under licence from Voca.
- 2.2. As between you and Unified Software:
  - 2.2.1. all Data supplied by Unified Software shall be the property of Voca and except as otherwise provided in this Licence (and s.296A of the Copyright Designs and Patents Act 1988) you shall have no rights to copy modify, develop or adapt any Data or to use sell, dispose of or transfer any Data or any copies thereof in your possession; and
  - 2.2.2. all Unified Software Data shall be the property of Unified Software and except as otherwise provided in this Licence (and s.296A of the Copyright Designs and Patents Act 1988) you shall have no rights to copy modify, develop or adapt any Unified Software Data or to use sell, dispose of or transfer any Unified Software Data or any copies thereof in your possession.
- 2.3. Unified Software grants you a royalty free fully paid-up licence without limit of time to use the Data and/or the Unified Software Data (as applicable) solely for use in connection with UK Clearing Services.
- 2.4. You shall keep confidential and shall not be entitled to disclose any Data and/or the Unified Software Data (as applicable) to any third party, unless otherwise expressly permitted by this Licence. All copies of (a) the Data shall remain the property of Voca; and (b) the Unified Software Data shall remain the property of Unified Software; and upon you ceasing to use the Data and/or the Unified Software Data (as applicable) you shall:
  - 2.4.1. delete or destroy said copies; or
  - 2.4.2. (if so requested by Unified Software), return said copies to Unified Software.

For the avoidance of doubt you shall not be entitled to sell, loan or in any other way dispose of the said copies to any third party.

## 3. Term and termination

- 3.1. This Licence shall commence upon your acceptance of these conditions and shall remain in force indefinitely until terminated in accordance with the conditions of this Licence.
- 3.2. Either party may terminate this Licence, at any time, for any reason, by giving the other party not less than 30 days’ notice in writing.
- 3.3. This licence shall terminate automatically if your agreement with Allies is terminated or if you are no longer permitted to access and use Postcoder for bank validation.
- 3.4. Unified Software may terminate this Licence immediately if:
  - 3.4.1. Unified Software ceases, for any reason, to have the right to make the Database available to you in accordance with the terms of this Licence; or
  - 3.4.2. You fail to abide by any term of this Licence.
- 3.5. This Licence shall automatically terminate in the event you are subject to an Insolvency Event.

- 3.6. Upon termination of this Licence for whatever reason:
- 3.6.1. all rights granted to you under this Licence shall cease;
  - 3.6.2. you shall not be permitted to access the Software;
  - 3.6.3. you will return to Unified Software or, at Unified Software's direction, destroy and certify the destruction of, all copies (if any) of the Software, any Data and/or any Unified Software Data, in your possession or control.
- 3.7. Upon notification by Voca or Unified Software to you that the licence agreement between Voca and Unified Software has been terminated, Unified Software's rights and obligations under this Licence in respect of any Data previously supplied by Unified Software shall automatically be assigned forthwith to Voca, who shall thereupon be deemed a party to this Licence for that purpose and all other rights and obligations hereunder with respect to such Data shall be directly enforceable by or against Voca (as the case may be).

## 4. Ownership

- 4.1. The Unified Software Service, the Unified Software Database and any Intellectual Property Rights of whatever nature in the Unified Software Service and/or the Unified Software Database (including any modifications to either of them) are, and shall remain, the property of Unified Software or its licensors.
- 4.2. You acknowledge that all Intellectual Property Rights in the Database and any Data are owned by Voca and that all Intellectual Property Rights in Sorting Code are owned by UK Payments Administration Limited.
- 4.3. No title or rights of ownership or Intellectual Property Rights in the Database, any Data or Sorting Code will be transferred to you.
- 4.4. You shall ensure that all relevant employees are advised that:
- 4.4.1. the Unified Software Database (and all Intellectual Property Rights in it) are the property of Unified Software; and
  - 4.4.2. the Database (and all Intellectual Property Rights in it) are the property of Voca, and you shall use all reasonable endeavours to ensure that your employees comply with all the Terms.
- 4.5. You shall ensure that all copies of the Unified Software Database, the Database, the Unified Software Data and the Data incorporate a notice indicating that copyright in the same is vested in the relevant person (as set out in clause 4.4).
- 4.6. You shall notify Unified Software as soon as is reasonably practicable if you become aware of any unauthorised use of the whole or any part of the Unified Software Service, the Unified Software Database or the Database by any person.

## 5. Limited warranties and liability

- 5.1. You acknowledge that response times for the Unified Software Service will depend on a number of third party factors which are outside the control or responsibility of Unified Software, including (without limitation) the speed of your Internet connection and the level of Internet traffic and load on your own network.
- 5.2. Unified Software warrants that the Unified Software Service will perform substantially in accordance with its associated documentation (which is published on Unified Software's website at [www.unifiedsoftware.co.uk](http://www.unifiedsoftware.co.uk)) for the duration of the Licence. If Unified Software is notified of significant errors during the term of this Licence, it will use its reasonable endeavours to correct any such demonstrable errors in the Unified Software Service within a reasonable time.

- 5.3. The remedy in clause 5.2 represents your sole remedy for a breach of the warranty in clause 5.2 which is given only to the original registered user, being the person who has registered with Unified Software to use the Unified Software Service.
- 5.4. The express terms of this Licence are, to the extent permitted by law, in lieu of all warranties, conditions, undertakings, terms and obligations implied by (1) statute, (2) common law, (3) trade usage, (4) course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 5.5. In particular but without limitation to the generality of condition 5.4;
- 5.5.1. Unified Software does not warrant that the Unified Software Service will meet your requirements or that your use of the Unified Software Service will be uninterrupted or error-free or that defects in the Software will be corrected and, accordingly, you shall use the Unified Software Service at your own risk and Unified Software shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Licence, the Unified Software Service, and its use or otherwise, except to the extent that such liability may not be lawfully excluded under the applicable law; and
  - 5.5.2. you acknowledge that the Database is compiled and made available to Unified Software by Voca and, accordingly, except for the warranty given by Unified Software under condition 5.2 above, the Database and all Data are provided in an "as is" state and no warranty or indemnity of any kind whatsoever is given by Unified Software in respect of the Database or any Data and all conditions and warranties express or implied or otherwise are hereby expressly excluded to the fullest extent permitted by law;
  - 5.5.3. you acknowledge that Postcode is provided and operated by Allies not Unified Software and accordingly, save as provided in condition 5.2, Unified Software shall not be responsible for Postcode any content on Postcode or the availability or performance of Postcode.
- 5.6. The warranty at clause 5.2 does not apply:
- 5.6.1. if the defect or fault in the Unified Software Service results from you having altered or modified the Unified Software Service;
  - 5.6.2. if the defect or fault in the Unified Software Service, or your inability to use the Unified Software Service is as a result of the actions or omissions of a third party; or
  - 5.6.3. if the defect or fault in the Unified Software Service results from you having used the Unified Software Service in breach of the terms of this Licence.
- 5.7. The Unified Software Database has been, and continues to be, compiled by Unified Software based on its operation of the Database and the Unified Software Service and, accordingly, is made available to you "as is" and you acknowledge that the Unified Software Database may not be entirely accurate or up to date, in respect of specific bank branch's internal payment procedures and no warranty or indemnity of any kind whatsoever is given by Unified Software in respect of the Unified Software Database or any Unified Software Data and all terms, conditions and warranties express or implied or otherwise are hereby expressly excluded to the fullest extent permitted by law; and
- 5.8. Notwithstanding the generality of conditions 5.4 and 5.5 above, Unified Software expressly excludes liability to you for loss of profits, business, revenue, income, goodwill, anticipated savings, loss or damage suffered by you as a result of an action brought by a third party, loss of data, damages for loss of or damage to property, which may arise in respect of the Unified

Software Service and/or the Database or Unified Software Database and their use or in respect of other software equipment or property, whether that loss:

- 5.8.1 arises naturally from any breach of the Licence by Unified Software; or
- 5.8.2 was reasonably anticipated or contemplated by the parties when they entered into this Licence; or
- 5.8.3 is one which you specifically informed Unified Software was a likely consequence of a breach by Unified Software prior to that breach.

5.9. Nothing in this Licence shall apply to the extent that it excludes or limits Unified Software's liability for:

- 5.9.1 fraud or fraudulent misrepresentation;
- 5.9.2 death or personal injury due to its negligence; or
- 5.9.3 any other liability that cannot be excluded or limited by English law.

5.10. Subject always to clause 3.7, you acknowledge that Voca and its officers, employees, agents and licensors have no liability to you whatsoever in connection with this Licence or your use of the Database or any Data.

## 6. Support

6.1. If you require technical support please contact Allies at <https://postcoder.com/contact-support>

## 7. Personal data

7.1. Notwithstanding any other provision of this Licence, in exercising its rights and performing its obligations under this Licence, Unified Software shall, to the extent necessary, comply with the Data Protection Legislation. For the purpose of this clause 7, "**controller**", "**processor**", "**personal data**", "**process**" and "**processing**" have the meanings given to them by the Data Protection Legislation.

7.2. The parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7.2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

7.3. The parties each acknowledge that for the purposes of the Data Protection Legislation, you are the controller and Unified Software is the processor of any personal data from the point when any such data is transferred by you to Unified Software.

7.4. If, notwithstanding the intentions of the parties set out at clause 7.3, Unified Software processes personal data as a controller, it shall comply with the provisions of the Data Protection Legislation imposed on a controller.

7.5. You warrant that you have the legal right and have in place all necessary appropriate consents and notices required to disclose all personal data that you do in fact disclose to Unified Software under or in connection with this Licence, and that the processing of that personal data by Unified Software for the purposes of performing its obligations under this Licence will not breach any Data Protection Legislation.

7.6. Without prejudice to the generality of clause 7.2, where, in the performance of its obligations under this Licence, Unified Software process personal data on your behalf then in relation to such personal data it shall:

- 7.6.1. act only on and at all times comply with your lawful, reasonable and documented instructions, unless Unified Software is required by the laws of any member of the European Union or by the laws of the European Union applicable to Unified Software to process personal data in which case Unified Software shall, to the extent permitted by such law,

inform you of that legal requirement before processing that personal data;

7.6.2. having regard to the state of technological development and to the cost of implementing any measures, take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data, unauthorised access to, or disclosure of, such personal data and against accidental loss or destruction of, or damage to, such personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected. At a minimum, Unified Software's safeguards for the protection of personal data shall include:

- 7.6.2.1. limiting access of personal data to authorised employees/authorised persons who are obliged to keep the personal data confidential;
- 7.6.2.2. securing business facilities, data centres, paper files, servers, back-up;
- 7.6.2.3. implementing network, device application, database and platform security;
- 7.6.2.4. securing information transmission, storage and disposal;
- 7.6.2.5. implementing authentication and access controls within applications, operating systems and equipment;
- 7.6.2.6. not sharing, disclosing or subcontracting the processing of such personal data with any third parties, unless required to by an instrument of law, without your express written consent; and
- 7.6.2.7. where appropriate, may also include the pseudonymisation or encryption of personal data;

7.6.3. not transfer personal data provided by you to Unified Software outside of the European Economic Area (EEA) unless such transfer is undertaken in accordance with applicable Data Protection Legislation.

7.7. You shall indemnify and hold harmless Unified Software against all losses costs and expenses incurred by it as a result of: (1) breach of clause 7.; and/or (2) processing personal data on your behalf in accordance with the provisions of clause 7.5.

7.8. Unified Software may at its sole discretion and at any time on not less than 30 days' written notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

7.9. Where Unified Software engages another processor for carrying out specific processing activities on your behalf (a "**Sub-processor**"), in relation to each Sub-processor:

7.9.1. you acknowledge and hereby authorise Unified Software to engage in connection with exercising its rights and performing its obligations under this Licence those Sub-processors set out in Annex 1 ("**Approved Sub-processors**") to this Licence, which includes the identities of those Sub-processors and their country of location;

7.9.2. Unified Software may amend and update the Approved Sub-processors list or proposed the appointment of one or more Sub-processors by providing written notice to you of any proposed new Sub-processor. You may notify Unified Software promptly in writing within ten (10) Business Days after receipt of Unified Software's notice if you have a reasonable basis for objecting to a new Sub-processor. Unified Software shall not appoint (or disclose any personal data to) that proposed Sub-processor until reasonable steps have been taken to address the objections raised by you and you have been provided with a reasonable written explanation of the steps taken;

7.9.3. prior to giving any Sub-processor access to personal data, Unified Software shall ensure that such Sub-processor has entered into a written agreement with Unified Software including terms in the contract between Unified Software and the proposed Sub-processor which are substantially the same as those set out in this clause 8 and the requirements of article 28(3) of the GDPR; and Unified Software shall remain fully liable to the Customer for any failure by a Sub-processor to fulfil its obligations in relation to the Processing of any Personal Data under the Agreement; and

7.9.4. to the extent that such sub-processing does not occur in the EEA, or in circumstances or in a country that is the subject of a valid adequacy decision by the European Commission (“**Restricted Country**”), Unified Software may only authorise a third party to process the personal data in a Restricted Country if the Standard Contractual Clauses are at all relevant times incorporated into the agreement between, on the one hand, Unified Software and on the other hand the Sub-processor, or, if requested by you and required by Data Protection Legislation, you have entered into (or have procured that any relevant third party has entered into) a controller to processor data transfer agreement, incorporating the Standard Contractual Clauses.

## 8. Confidentiality and publicity

Each party agrees, during the term of this Licence and thereafter, to keep confidential, and shall not use for any purposes (other than implementation of this Licence) nor without the prior written consent of the other disclose to any third party, including by the making of an announcement or other form of publicity to the public in general, (except to its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value, which, in the case of Unified Software, shall include all copies of the Unified Software Service, Database, Data, Unified Software Database and the Unified Software Data made available to you under the terms of this Licence) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Licence, or subsequently comes lawfully into the possession of such party from a third party.

## 9. General

9.1. This Licence constitutes the complete and exclusive statement of the agreement between Unified Software and you with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between you and Unified Software relating to the Software and the Database.

9.2. Notices given under this Licence shall be in writing and may be served by personal delivery, by post, by airmail, by fax or email, except that email may not be used for the service of legal proceedings.

9.3. A notice shall be deemed to have been received:

- 9.3.1. if by personal delivery, at the time of delivery;
- 9.3.2. if by post, 48 hours from the date of posting;
- 9.3.3. if by airmail, five days from the date of posting; and
- 9.3.4. if by fax, at the time of transmission; and
- 9.3.5. if by email, when the email is ready for collection on the recipient’s mailserver.

9.4. No forbearance, delay or indulgence by either party in enforcing the provisions of this Licence shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either

party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

9.5. Save as provided in clause 3.7 above a person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9.6. This Licence and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the non-exclusive jurisdiction of the English courts.

## 10. Glossary and interpretation

10.1. In this Licence the following expressions have the following meanings:

Term	Meaning
“Allies”	Allies Computing Ltd registered in England and Wales under company number 2170222 and whose registered office address is 92 St. Faiths Lane, NORWICH, NR1 1NE
“Postcoder”	The Allies proprietary service made available on the internet to you by Allies
“Business Day”	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
“Data”	any data extracted by you from the Database
“Database”	the Voca Industry Sorting Code Directory Database consisting of data relating to the Sorting Codes of financial institutions participating in UK Clearing Services
“Data Protection Legislation”	[until 25 May 2018, the national laws implementing the Data Protection Directive 95/46/EC and then, on and from 25 May 2018:] (i) unless and until GDPR is no longer directly applicable in the UK, GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998
“GDPR”	the General Data Protection Regulation (EU) 2016/679
“Insolvency Event”	where: (i) a party ceases or threatens to cease to carry on its business or a significant part of it (unless as part of a solvent reconstruction) or suspends or threatens to suspend payment of its debts or is unable or is deemed to be unable to pay its debts within the meaning of Section 123 (1) of the Insolvency Act 1986, or a proposal is made, or a nominee or supervisor is appointed, of a party for a composition in satisfaction of its debts or for a scheme of arrangement of its affairs or other arrangement or any proceedings for the benefit of its creditors are commenced under any law,

	regulation or procedure relating to the reconstruction or re-adjustment of debt; (iii) a petition is made for an administration order under the Insolvency Act 1986 with respect to any party; (iv) any steps are taken by a party or any other person to wind up or dissolve that party or to appoint a liquidator, trustee, receiver, administrator, administrative receiver or similar officer to any such party or any part of such party's undertaking; (v) any legal process is levied, enforced or sued against a party or its assets or any person validly takes possession of any of the property or assets of a party or steps are taken by any person to enforce any security right against any of the property or assets of such a party
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
"Licence Fee"	the licence fee payable by you for the use of the Software, the Unified Software Database and the Database being either: (a) a monthly fixed fee; and/ or (b) a per-use fee, as agreed between you and Unified Software from time to time
"Proposal"	the most recent proposal for the Software and associated services provided by Unified Software to you prior to you commencing the Trial Period
"Service Level Agreement"	the service level agreement setting out the professional standards in accordance with which Unified Software is to provide the Software and services (a copy of which can be found on Unified Software's website at <a href="http://www.unifiedsoftware.co.uk">www.unifiedsoftware.co.uk</a> )
"Software"	the BankVal UKTM software together with any associated documentation
"Sorting Code"	the code numbers issued from time to time by UK Payments Administration Limited for use in payment clearings operated by its members under the auspices of the Association
"Standard Contractual Clauses"	the standard contractual clauses for the transfer of personal data to

	processors established in third countries which do not ensure an adequate level of protection, as set out in Commission Decision C(2010) 593, as updated, amended or superseded from time to time
"Trial Period"	the trial period for the Software of 30 days
"UK Clearing Services"	each of the BACS Payment Services, the CHAPS Payment Services and the Cheque Credit Clearing Services
"User ID"	the unique identification provided to you by Unified Software for the purpose of accessing the Software
"Unified Software"	Unified Software Limited
"Unified Software Data"	any data extracted by you from the Unified Software Database
"Unified Software Database"	the database created by Unified Software consisting of collated data relating to financial institutions participating in UK Clearing Services and data collected and processed by Unified Software in the process of managing the Software and associated services
"Value Added Tax"	value added tax chargeable under the Value Added Tax Act 1994
"Voca"	VocaLink Limited

10.2. In interpreting this Licence, the following rules apply:

- 10.2.1. a reference to a "clause" is to a clause of this Licence;
- 10.2.2. a reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 10.2.3. a reference to "you" is to the person to whom this Licence is granted (which in the absence of express evidence to the contrary shall be the person to whom the Proposal (if any) is addressed); and
- 10.2.4. words in the singular shall include the plural and in the plural shall include the singular.

**If you agree to be bound by the above conditions, please sign below:**

Organisation:
Name:
Position within Organisation:
Signature:
Date:

## Annex 1 - Approved sub-processors

<b>Identity</b>	<b>Country of Location</b>	<b>Type of Data Processed</b>
Compuweb Communications Services Ltd (hosting partner)	United Kingdom	System Administration functions including system backups. No access to sensitive data.
UKFast (hosting partner)	United Kingdom	System Administration functions including system backups. No access to sensitive data.