

# Licence Agreement for using the Licensed Materials

Version 28.2.0  
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## 1. Definitions

**Allies Websites** means any or all websites owned by Allies including but not limited to alliescomputing.com and postcoder.com.

**Credit Pack** means an allocation of credits that may be redeemed for access to the Licensed Web Service.

**Client** means any third party that uses the Licensed Materials within a product or service which is provided, sold or licensed to them by the Customer.

**Customer** means the legal entity that is registered online or specified on the order form under the 'Company Name'.

**Closed User Group** means the Customer's network of businesses comprising the Customer and not less than 10 business partners all of a single type.

**Credential on File** means information, including but not limited to, a card number or payment token, that is stored on behalf of the Customer to process future purchases.

**Effective Date** means the date that the contract formed by this Agreement comes into force, being the date that it is accepted online by the Customer, or the date specified on the order form or renewal form.

**Group Member** means the Customer or one of its business partners who are members of a Closed User Group.

**High Risk Activities** means hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation, traffic or communication systems, air traffic control, direct life-support machines, or weapons systems.

**Licensed Materials** means the Licensed Data, the Licensed Web Service, the Licensed Software and / or any other asset made available by Allies to the Customer under this Agreement.

**Licensed Data** means any data, including Third Party Data, made available by Allies to the customer under this Agreement.

**Licensed Web Service** means any Allies proprietary service made available on the internet by Allies to the Customer under this Agreement.

**Licensed Software** means any Allies proprietary software made available by Allies to the Customer under this Agreement.

**Monthly Credit Plan** means a monthly allowance of credits which can be redeemed in exchange for access to the Licensed Web Service.

**Third Party Data** means any intellectual property in the form of data, such as PAF, that belongs to a Third Party Licensor.

**Third Party EULA** means a third party end user licence which is applicable to the Customer's use of the Licensed Materials.

**Third Party Licensor** means a legal entity such as Royal Mail or Ordnance Survey that provides a licence to use its intellectual property.

**Third Party Supplier** means a legal entity that contributes in some way to the provision of the Licensed Materials.

**Trial** means use of the Licensed Web Service solely for internal evaluation purposes in a test or development environment.

**Trial Credit Pack** means an allocation of credits that may be redeemed for access to the Licensed Web Service during a Trial.

## 2. Parties

2.1. This is an Agreement between:

- 2.1.1. Allies Computing Limited ("Allies") registered in England and Wales under company number 2170222 and whose registered office address is 92 St. Faiths Lane, NORWICH, NR1 1NE; and
- 2.1.2. the Customer.

2.2. The individual accepting this Agreement confirms that it is authorised to do so as an agent on behalf of the Customer.

## 3. Grant of Licence

3.1. During the Term in accordance with this Agreement, Allies grants to the Customer the non-exclusive, non-transferable, revocable right to use the Licensed Materials:

- 3.1.1. for its own internal business use; and
- 3.1.2. within a product or service that it provides, sells or licenses to its own Client (e.g. through Software as a Service) providing the Customer: (i) enforces the End User Terms in Schedules 1-6 upon the Client and (ii) provides Allies with the Client's business name, company number, registered office address and usage summary of the Third Party Data as described in 4.2.4.

3.2. Where Allies has stated in writing that the Customer is providing a Closed User Group, Allies grants to the Customer and the Group Members the non-exclusive, non-transferable, revocable right to use the Licensed Materials for their own internal business use during the Term in accordance with this Agreement, with the exception of Data Extraction (see Schedule 1) which is prohibited for all Closed User Groups.

## 4. Third Party Licensors

4.1. The Customer acknowledges that by accepting this Agreement, it will also be entering into separate licensing agreements with Third Party Licensors (see Schedules 1-6).

4.2. The Customer acknowledges that the Third Party Licensors require:

- 4.2.1. Allies to comply with certain requirements when including the Third Party Data within the Licensed Materials; and
- 4.2.2. the Customer to comply with certain requirements when using the Third Party Data within the Licensed Materials (the Third Party EULAs); and
- 4.2.3. Allies to share with them the Customer's business name, company number, registered office address and usage summary of the Third Party Data; and
- 4.2.4. Allies to share with them the Client's business name, company number, registered office address and usage summary of the Third Party Data; and
- 4.2.5. Allies to share with them, on request, each Group Member's business name, company number,

registered office address and usage summary of the Third Party Data.

- 4.3. Consequently, the Customer agrees that it will not undertake any activities which would result in any of the above arrangements to be breached.

## 5. Term

- 5.1. This Agreement shall commence on the Effective Date and shall continue in force until it is terminated in accordance with the provisions of this Agreement.

## 6. Trial

- 6.1. Allies may permit the Customer to use the Licensed Web Service on a Trial, subject to the terms and conditions of this Agreement.
- 6.2. Where a Trial is granted, it shall continue until the Trial Credit Pack is exhausted or expires, unless terminated earlier in accordance with this Agreement.

## 7. Termination

- 7.1. This Agreement shall be terminated after a term of twelve (12) months from the Effective Date or sooner if the Customer's:
- 7.1.1. Trial Credit Pack is exhausted or expires; or
  - 7.1.2. Credit Pack is exhausted or expires; or
  - 7.1.3. Monthly Credit Plan is cancelled by the Customer.
- 7.2. Either party may terminate this Agreement upon written notice to the other party if the other party:
- 7.2.1. commits a material breach of any of its obligations under this Agreement which is not cured within thirty (30) days after receipt of a written notice from the non-breaching party; or
  - 7.2.2. becomes insolvent, files or has filed against it a petition in bankruptcy.
- 7.3. On termination, the Customer shall:
- 7.3.1. immediately cease using the Licensed Materials; and
  - 7.3.2. immediately destroy all copies of the Licensed Materials that it holds; and
  - 7.3.3. provide written confirmation to Allies within seven (7) days that it has done so.
- 7.4. On termination, Allies shall inform the Third Party Licensors that the Customer is no longer licensed to use the Third Party Data.

## 8. Payments and Invoicing

- 8.1. The Customer shall pay the fees set out in and/or referred to in the invoice.
- 8.2. If the Customer fails to pay any invoice in accordance with the foregoing terms, the Customer shall also pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law.
- 8.3. Where the Customer creates a Credit Pack auto top-up setting, the Customer agrees that Allies may store a Credential on File in order to process future Credit Pack purchases. The Customer can remove the Credential on File at any time by deleting the auto top-up setting.

## 9. Acceptable Use

- 9.1. The Customer shall use the Licensed Materials:
- 9.1.1. for a legal purpose which is compliant with all applicable laws and regulations; and
  - 9.1.2. in accordance with the use that has been agreed in writing with Allies; usage outside of this accord may result in additional charges which the Customer will pay upon request from Allies; and
  - 9.1.3. when accessed through the Licensed Web Service, to serve requests which are initiated by people in real-time (e.g. through a website form) and not an automated process (e.g. batch script working through a database or through the use of automated load generation / test tools) except as otherwise agreed in writing with Allies.

## 10. Marketing

- 10.1. The Customer grants Allies the right to display the Customer's corporate logo on the Allies Websites for promotional purposes. The Customer may withdraw this consent at any time by written notice to sales@alliescomputing.com.

## 11. Errors

- 11.1. The Customer acknowledges that the Licensed Materials are not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement.
- 11.2. Where a material error, fault or defect is discovered by the Customer which substantially affects its use of the Licensed Materials and notifies Allies of the error within thirty (30) days from the date of purchase (the Warranty Period), then, subject to the Customer having complied with the terms of this Agreement, Allies shall, at its sole option, either refund the fee, replace the Licensed Materials or correct it without additional charge but shall have no other liability under this Agreement.
- 11.3. If any modifications are made to the Licensed Materials by the Customer during the Warranty Period then the Warranty referred to in this clause shall be immediately terminated.

## 12. Liability

- 12.1. The Customer shall use its best endeavours to use adequate technological and security measures to ensure that the Licensed Materials, including API keys and registration details, are kept secure from unauthorised use or access.
- 12.2. Nothing in this agreement shall limit or exclude either Party's liability for personal injury, death, fraud or any liability which may not be lawfully limited or excluded.
- 12.3. Nothing in this Agreement shall affect the Customer's statutory rights as a consumer.
- 12.4. Allies does not in any way warrant the accuracy or completeness of the Licensed Materials and accepts no liability for any loss or damage (whether direct or indirect or consequential) howsoever arising in connection with this Agreement or its termination, except to the extent that such liability may not be lawfully excluded.
- 12.5. The Licensed Materials are not designed, manufactured or intended for use or resale as online control equipment in High Risk Activities in which the failure of the Licensed Materials could lead to death, personal injury or severe physical or environmental damage. Accordingly, Allies, the Third Party Licensors and the Third Party Suppliers specifically disclaim any express or implied warranty of fitness of the Licensed Materials for use in High Risk Activities.
- 12.6. Allies shall have no liability in respect of anything which may constitute a breach of this Agreement arising by reason of

force majeure, namely, circumstances beyond our reasonable control.

- 12.7. Allies shall not be liable for any claim which is not brought against Allies within 12 months following the earlier of: (1) when the event giving rise to the cause of the action arose; and (2) termination of this Agreement.

## 13. Intellectual Property Rights

- 13.1. Intellectual Property Rights in the data structures and the Allies proprietary components that make up the Licensed Materials shall remain vested in Allies.
- 13.2. No right to use any of the trademarks, service marks, business names, logos, copyright patents and other intellectual property rights used or embodied within, or in connection with the Licensed Materials, Allies or the Third Party Licensors is granted except by written consent from Allies.

## 14. Audit

- 14.1. Allies and the Third Party Licensors shall have the right, on reasonable notice and during normal working hours, to audit the Customer's use of the Licensed Materials.
- 14.2. Allies and the Third Party Licensors shall:
- 14.2.1. take all reasonable steps to minimise disruption to the Customer's business during such audit; and
  - 14.2.2. be responsible for the costs of conducting such audit, except where the Customer is found to be non-compliant with its obligations under this Agreement, in which case Allies or the Third Party Licensor may charge the Customer for its reasonable costs in conducting the audit.

## 15. Data Protection

- 15.1. The Customer acknowledges that the Third Party Licensors require Allies to share with them certain Customer data as set out in the Third Party Licensors section.
- 15.2. Except as agreed in writing Allies will not use such data for any other purpose and shall treat such data as confidential data.

## 16. Variation

- 16.1. Except as set out in this clause, the terms of this Agreement may only be changed if Allies and the Customer agree in writing.
- 16.2. Allies may change the terms of this Agreement on giving three (3) months' notice if the change is necessary to comply with the law or the requirements of a Third Party Licensor.
- 16.3. If any part of the Licensed Materials is removed from this Agreement as a result of a variation then the Customer shall:
- 16.3.1. immediately cease using the Licenced Materials that has been removed; and
  - 16.3.2. immediately destroy all copies of the Licenced Materials that has been removed that it holds; and
  - 16.3.3. provide written confirmation to Allies within seven (7) days that it has done so.

## 17. Jurisdiction

- 17.1. This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.

## Schedule 1 – End User Terms for using Royal Mail datasets (PAF, Multiple Residence, Not Yet Built and Alias) within the Licensed Materials

### 18. Definitions

**Bureau Customer** means a customer for a Bureau Service.

**Bureau Services** means a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer.

**Customer Database** means a database of an End User's customer.

**Data Cleansing** means the processing of existing data records using Royal Mail Data:

including validating, reformatting, correcting or appending additional data to those records, and including the use of Royal Mail Data within address capture applications, but not including Data Extraction (whether carried out by an address capture application or otherwise),

and **Cleansed** shall be read accordingly.

**Data Extraction** means the extraction of Royal Mail Data or any part of it for the generation of new address records in a new or existing database.

**End User** means the same as Customer (and Client where one or more exists) in the main body of this Agreement.

**Extracted Data** means data generated as a result of Data Extraction.

**Licensee** means the same as Customer in the main body of this Agreement.

**Royal Mail Data** means any or all of the following Royal Mail databases: PAF, Multiple Residence, Not Yet Built and Alias.

**Solution** means a product or service or other solution which benefits from or includes Royal Mail Data, in whatever form, however produced or distributed and whether or not including other functionality, services, software or data.

**Substantially All Databases** means a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland.

**User** means an individual authorised by an End User to use a Solution.

### 19. End Users' Permitted Use of Solutions

- 19.1. End Users may freely use Royal Mail Data in Solutions in accordance with these End User Terms.

### 20. Conditions of Use

- 20.1. End Users must not make copies of Royal Mail Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- 20.2. End Users may use Royal Mail Data for Data Extraction but Extracted Data:

- 20.2.1. may only be accessed by Users, and
  - 20.2.2. must not be supplied or any access to it provided to any third party.
- 20.3. End Users may provide Cleansed data to third parties provided that:
- 20.3.1. where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions listed under Bureau Services, and
  - 20.3.2. if such databases are Substantially All Databases:
    - 20.3.2.1. such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
    - 20.3.2.2. the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
    - 20.3.2.3. the provision includes a prominent notice that the relevant Cleansed data has been cleansed against Royal Mail Data.
- 20.4. End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
- 20.5. Except as set out in these End User Terms, End Users must not:
- 20.5.1. transfer, assign, sell or license Solutions or their use to any other person,
  - 20.5.2. use Solutions to create a product or service distributed or sold to any third party which relies on any use of Royal Mail Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
  - 20.5.3. copy, reproduce, extract, reuse or publish Solutions or any of them.

## 21. Subcontracting

- 21.1. End Users may provide Royal Mail Data to their subcontractors who may use it to the extent necessary for:
- 21.1.1. the provision of information technology services to the End User, or
  - 21.1.2. acting on behalf of the End User
- 21.2. in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such subcontractor agrees to observe the restrictions on use of Royal Mail Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such subcontractor.

## 22. Personal Rights

- 22.1. End User rights are personal, limited and non-transferable.

## 23. Royal Mail's IPR notice

- 23.1. The End User acknowledges that Royal Mail is the owner of the intellectual property rights in Royal Mail Data and its brands and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

## 24. Cessation of Use of Royal Mail Data

- 24.1. End Users must cease use of Royal Mail Data if their right to use Royal Mail Data is terminated and also destroy any copies of Royal Mail Data they hold.

## 25. Royal Mail Data use by Users

- 25.1. End Users must ensure that:
- 25.1.1. these End User Terms bind their Users,
  - 25.1.2. only their Users exercise the use rights of Solutions and Royal Mail Data granted to End Users further to these End User Terms, and
  - 25.1.3. in the event of termination or expiry of End Users' rights to use Solutions and Royal Mail Data, the rights of Users to use them also terminate.

## 26. Bureau Services

- 26.1. End Users performing Bureau Services are subject to the terms and restrictions set out below and must ensure that they are observed by Bureau Customers.
- 26.2. End Users must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
- 26.3. End Users may only supply or provide access to Cleansed Customer Databases to Bureau Customers if there is a prominent notice included with the cleansed data stating that the data has been cleansed against Royal Mail's PAF® and Multiple Residence databases.
- 26.4. The End User and a Bureau Customer may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's PAF, Multiple Residence, Not Yet Built and Alias databases" provided that such use is reasonable.
- 26.5. The names of Bureau Customers must be provided to Royal Mail on its request.
- 26.6. Licence fees are payable in respect of each End User providing Bureau Services and will be calculated by Allies.

## Schedule 2 – End User Terms for using Ordnance Survey datasets (including the National Geographic Database and AddressBase) within the Licensed Materials

## 27. Definitions

**Ordnance Survey Data** means any or all of the Ordnance Survey datasets within the National Geographic Database (NGD) and AddressBase product ranges.

## 28. Conditions of Use

- 28.1. If the Customer elects to activate and use the Ordnance Survey Data through the Licensed Materials, the Customer shall:
- 28.1.1. maintain and provide to Allies on a monthly basis a list of the Ordnance Survey Data records identified by UPRN (and by Client where one or more exists) that are retrieved, used and / or stored through the Licensed Materials; and
  - 28.1.2. acknowledge that Ordnance Survey require Allies to share with them this data as set out in the Third Party Licensors section; and

- 28.1.3. use the following copyright statement where this occurs: Ordnance Survey © Crown Copyright and database right [year]

## 29. Intellectual Property Rights

- 29.1. The Customer acknowledges that Ordnance Survey is the owner of the intellectual property rights in Ordnance Survey Data and its brands and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in this Agreement.

## Schedule 3 – End User Terms for using UK geographical data within the Licensed Materials

### 30. Definitions

**UK Geo Data** means the UK geographical data within the Licensed Materials provided by Ordnance Survey, Royal Mail, the Office for National Statistics, Land and Property Services and Allies.

### 31. Conditions of Use

- 31.1. If the Customer elects to use the UK Geo Data through the Licensed Materials, the Customer shall use the following copyright statements where this occurs:
- 31.1.1. Ordnance Survey © Crown Copyright and database right [year]
  - 31.1.2. Royal Mail © Copyright and database right [year]
  - 31.1.3. Office for National Statistics © Crown Copyright and database right [year]
  - 31.1.4. Land and Property Services (LPS) © Crown Copyright and database right [year]
  - 31.1.5. Allies Computing Ltd © Copyright and database right [year]

### 32. Intellectual Property Rights

- 32.1. The Customer acknowledges that Ordnance Survey, Royal Mail, the Office for National Statistics, Land and Property Services and Allies are the owners of the intellectual property rights in the UK Geo Data and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in this Agreement.

## Schedule 4 – End User Terms for using the OTP verification feature

### 33. Conditions of Use

- 33.1. The Customer shall use the OTP verification feature wholly and exclusively for the purpose of sending one-time passwords (OTPs) to people that have validly consented or opted-in to receive OTP text messages via their mobile phone.
- 33.2. The Customer agrees not to use the OTP verification feature to send:
- 33.2.1. Any kind of offensive, threatening, indecent, false or defamatory communication; or
  - 33.2.2. Viruses or any other kind of harmful deleterious code or software.

## Schedule 5 – End User Terms for using the IP address to geo feature

### 34. Conditions of Use

- 34.1. The Customer acknowledges the IP address to geo feature includes GeoLite2 data created by MaxMind, available from <https://www.maxmind.com>.
- 34.2. Due to the nature of geolocation technology and other factors beyond its control, Allies cannot and does not guarantee the accuracy or consistency of the IP address to geo feature.
- 34.3. The Customer agrees not to use the IP address to geo feature:
- 34.3.1. To identify specific households or individuals; or
  - 34.3.2. As a factor in establishing an individual's eligibility for credit, insurance, employment, a licence or government benefit.

## Schedule 6 – End User Terms for using the bank validation feature

### 35. Definitions

**Sorting Code** means the number codes issued (from time to time) to members of payment schemes for use as an identifier in those payment schemes.

**Sorting Code Data** means the data which constitutes a sort code.

**Sorting Code Directory** means the Extended Industry Sorting Code Directory (Extended ISCD).

**Vocalink** means Vocalink Limited of 1 Angel Lane, London, EC4R 3AB, registered in England, company number 6119048.

**Extended Industry Sorting Code Directory or Extended ISCD** means the Vocalink product by these names, consisting of a copy of a computer file of Sorting Code Data or any data taken from the computer file of Sorting Code Data and incorporated into any computer file or product produced by Allies or its Customers.

### 36. Conditions of Use

- 36.1. Except as provided by the Customer Licence (and s.296A of the Copyright Designs and Patents Act 1988) the Customer is not granted any rights to copy, modify, develop or adapt the Sorting Code Directory or to use, sell, dispose of or transfer the Sorting Code Directory or any copies thereof in the possession of the Customer, and no title or rights of ownership, copyright or any other intellectual property rights in the Sorting Code Directory are or will be transferred to the Customer.
- 36.2. The Customer's right to use the Sorting Code Directory is limited to use in connection with the UK Bacs scheme, Faster Payments scheme, CHAPS Sterling scheme and Cheque and Credit Clearing scheme.
- 36.3. The Customer acknowledges that all property rights including but not limited to Intellectual Property rights in the Sorting Code, Sorting Code Data, and the Sorting Code Directory are owned by UK Payments.
- 36.4. No title or rights of ownership or any Intellectual Property rights in the Sorting Code Directory, Sorting Code or Sorting Code Data are or will be transferred to the Customer.

- 36.5. The Customer may not make any copies of the Sorting Code Directory.
- 36.6. The Sorting Code Directory is the property of Vocalink (or its third party licensors) and the Customer is prohibited from selling, loaning or in any other way disposing of any copies of the Sorting Code Directory to any third parties.
- 36.7. The Sorting Code Directory and any related data licensed to the Customer are provided on an "as is" basis. This End User Licence Agreement contains no warranty or indemnity of any kind whatsoever in respect of the Sorting Code Directory and excludes the fullest extent permitted by law all conditions and warranties express or implied or otherwise.