



# Corpdata Limited

## Due Diligence Disclosure Pack



## About Corpdata

### Company Details

Company:	Corpdata Ltd
Registered Office:	Corpdata House Den Crescent Teignmouth Devon TQ14 8BQ
Trading Location:	(as above)
Telephone:	+44 (0) 1626 777400
Web Address:	<a href="http://www.corpdata.co.uk">www.corpdata.co.uk</a>
Company Reg No.:	02690712
VAT Reg No.:	GB 600 9669 41
ICO Reg No.:	Z5404661
Incorporated:	25 <sup>th</sup> Feb 1992

### Other Information

Corpdata subscribes to the TPS and CTPS

Corpdata ensures compliance with all UK Data Protection laws

Corpdata does not use cloud storage or cloud services for personal data



## Purpose of this document

### Introduction

This document has been created to enable customers of Corpdata to understand key elements of the approach to UK B2B data, particularly in light of the General Data Protection Regulation (GDPR) and Data Protection Act 2018, including UK GDPR, and the requirement to demonstrate the requirements of the laws have been complied with.

### Intended Audience

Customers and prospective customers of Corpdata Limited.

### Further Information

If further information is required, please contact Corpdata:

Tel: 01626 777400

Fax: 01626 777500

Email: [compliance@corpdata.co.uk](mailto:compliance@corpdata.co.uk)

Post: Corpdata Limited, Corpdata House, 6 Den Crescent, Teignmouth, Devon. TQ14 8BQ.



# ICO Due Diligence Summary

## Overview

The ICO's Draft Direct Marketing Code of Conduct explains:

It is important to remember that you are responsible for ensuring compliance with the laws. Simply accepting a third party's assurances that the data they are supplying is compliant is not enough. You must be able to demonstrate your compliance and be accountable.

You must be very careful about using these lists and undertake proportionate due diligence.

The ICO's Draft Direct Marketing Code of Conduct lists some details you should seek for your due diligence, here are our answers:

- **Who** compiled the data?

The data is compiled by Corpdata.

- **Where** was the data obtained from?

The data was obtained from openly available data sources, other list owners, data subjects directly or their colleagues where the colleagues are empowered to supply the data.

- **What** privacy information was used when the data was collected?

Please refer to page 23 of this document for the Research Script for Collecting Personal Data by Telephone Research and pages 24 – 26 for Information Supplied to Data Subject.

- **When** was the personal data compiled?

The data is collected continuously, not at a single moment in time, and is updated whenever a risk of inaccuracy is identified, or in a cyclical nature otherwise.

- **How** was the personal data collected?

The data was collected by automated means, aggregation and telephone research.

- **Records** of the consent (if it is 'consented' data)?

Corpdata does not gain consent, but instead processes data on the legal basis of 'legitimate interests'. See pages 13 to 16 for supporting information.

- **Evidence** that the data has been checked against opt-out lists (if claimed)?

Corpdata screen all data against the TPS and CTPS lists every week.

- **How** does the seller deal with individuals' rights?

We ensure data subjects are aware of their rights in the Fair Processing Notice and on the Corpdata Corporate Information Portal (CIP).



# Personal Data Policy

## Overview

Corpdata is committed to the protection of the rights and freedoms of data subjects whose personal data are contained within Corpdata direct marketing products. Corpdata shall always comply with the requirements of the laws concerning data protection and personal data protection in force. These include:

- Data Protection Act (DPA)
- Privacy and Electronic Communications Regulations (PECR)
- General Data Protection Regulation (GDPR)
- ePrivacy Regulation (ePrivacy)

## Responsibility to Data Subjects

Corpdata shall be open and honest about how personal data will be used and that personal data will only be used to market products and services which are considered relevant to the data subject in a professional capacity.

Corpdata shall make reasonable efforts to validate the identity of client organisations, by comparing information provided by the client organisation, with information available on the internet, and information available from statutory resources and other sources as discovered and necessary to ensure personal data is not released to any party who may not intend to respect the rights and freedoms of the data subject.

Corpdata shall explain the rights the data subject has, and how to exercise them.

Corpdata shall make reasonable efforts to ensure personal data is accurate and to identify and rectify inaccuracies as soon as possible. Corpdata shall retain the personal data for as long as it is believed accurate, and relevant.

Corpdata shall keep the personal data of data subjects confidential and secure using appropriate technological and organisational measures, including but not limited to, physical security, cyber-security, firewalls, backups, data access restriction, encryption and pseudonymisation.

Corpdata shall ensure the personal data of data subjects is only released to third parties in accordance with the Corpdata Terms & Conditions.



## Responsibility to Client Organisations

Corpdata shall not by its actions or inaction expose client or prospective client organisations to risks of failing to comply with legislation. Additionally, Corpdata shall help client and prospective client organisations with advice about how to perform direct marketing compliantly, and provide documentary evidence where required.

Corpdata shall inform and advise client and prospective client organisations about how they can perform direct marketing campaigns and comply with legal requirements.

Corpdata shall design systems to ensure personal data is protected by default.

Corpdata shall make efforts to help client organisations understand when Corpdata data has been 'breached', so the client organisation can take appropriate action.



# Privacy Policy

## Business Contact Information

We may hold business contact information about you if you are a decision maker in an organisation in the UK.

You may tell us you do not wish to be contacted at all, and we will respect your wishes.

The personal information we hold may include your name and possibly your work email address.

### Further Information

The legal basis for processing your data is the 'legitimate interest' of Corpdata Limited to benefit commercially from licensing UK B2B data for use in direct marketing.

Corpdata does not use your personal data for any automated decision making or profiling.

Your rights concerning your personal data are:

- you can ask to see the personal data we hold about you and we will show you free of charge
- we will update the personal data to correct errors when you tell us about them
- we will supply you with a CSV version of the personal data we hold about you if you ask us to
- we will stop processing your personal data if you tell us to
- we will delete your personal data if you tell us to. However, please be aware we may find your details again later, and if we have no record of you, we may contact you again. Most people who want to be contacted by us, or do not want their personal data used for direct marketing find asking us to stop processing their personal data is best

We may collect your personal data by telephoning your organisation. If we are unable to speak to you personally, we will take this information from a colleague who considers they have the authority to provide it. If we gained information about you from a colleague, and we hold an email address for you we will inform you of our processing by email, if we do not have an email address we will inform you of our processing by post.

### Even More Information

The categories of recipient of your personal data are:

- organisations active in the UK wishing to promote their B2B products or services through direct marketing to decision makers in UK organisations.



- In addition to companies wishing to offer their products and services where they are relevant to you in your professional capacity, we also work with some Marketing Agencies who may be working on behalf of those companies. We also work with Marketing Services Providers including those listed below with whom we shall also share your data. They will use it to help organisations better understand the likely characteristics of their customers; communicate with them more effectively; and find other new prospects like them. This may mean that you receive advertising that is more relevant to you via direct marketing or when you visit a website. To understand more please visit the websites of the companies below:

Experian (<https://experian.co.uk/business-information/about.html>)

Marketscan (<https://www.marketscan.co.uk/terms-privacy/>)

As a safeguard, your personal data will only be supplied by Corpdata where the product or service being promoted could be relevant to you in your professional capacity.

Where Corpdata has provided another company with a licence to process your data for marketing, when the license is no longer valid, the company using your data is required to delete it. If you do not feel this has been done please contact us.

If you wish to contact us, our details are:

Corpdata Limited

**Address:** Corpdata House, Den Crescent, Teignmouth, Devon. TQ14 8BQ.

**Tel:** 01626 777400

**Web:** [www.corpdata.co.uk](http://www.corpdata.co.uk)

**eMail:** [enquiries@corpdata.co.uk](mailto:enquiries@corpdata.co.uk)

**Company Reg. No:** 02690712

**ICO Reg. No:** Z5404661

If you don't feel we are being fair with you, please tell us as we really want to know about this and we would like to correct it.

You can also complain to the UK regulator, Information Commissioners Office (<https://www.ico.org.uk>).

Information about your organisation may have been obtained and/or verified via a telephone research interview with you or a member of staff at your organisation.

Your personal details may also have been checked as part of this process and we have attempted to understand your role. Where we are unable to speak directly to you, but a colleague of yours feels empowered to provide us with details, we have recorded them.

Subsequently we send an email or letter confirming the processing of your personal data.

We will continue to process the data for as long as we believe it is accurate and up to date. To do this, we will normally update details periodically, perhaps annually, though it may be much sooner if we believe the data may have changed.

Before we license your data to a company to use in direct marketing the licensee must agree to only use your data for professionally relevant direct marketing. This might be because of the type, size or location of the organisation you work in or because you are the





right person for certain sets of decisions based on factors like your role, seniority, and responsibilities.

The aim is to facilitate relevant direct marketing that helps you in your professional role. You may not actually want the promoted product or service, but you should not be surprised by the nature of the direct marketing that was sent to you.

If you would like to update your data, restrict processing or request a copy of the data we hold about you please email [updates@corpdata.co.uk](mailto:updates@corpdata.co.uk) or call 01626 777 400. It is free to do so.



# Information Security Policy

## Introduction

Corpdata shall make reasonable efforts to ensure information is only disclosed to people with a valid reason to have access to it.

## Security of Storage and Processing of Data

Corpdata shall employ techniques of redundancy and fault tolerance to ensure availability of core systems, and minimise downtime.

Corpdata shall restrict physical access to core equipment.

Corpdata shall prevent auto-mounting of USB and other portable storage type devices.

Corpdata shall operate reasonable technological and organisational protection against viruses, malware and other undesired technological exploits.

## Backup and Restore

Corpdata shall take regular backups of key data and systems, and shall practice restore operations at a suitable interval.

## Operating Systems and Software

Corpdata shall use operating systems that are receiving security patches and will apply security patches as appropriate.

## Delivery of Personal Data to Client Organisations

Corpdata shall notify clients by email that data is available for collection, and provide a custom link to collect the data file. This will be downloaded over an encrypted connection such as https.

## Receipt of Personal Data Supplied by Client Organisations

Corpdata shall send emails to clients wishing to upload files for processing by Corpdata, such as 'dedupe' files. The client organisation shall, where possible, upload files using the link provided, and shall not email files of personal data to Corpdata sales personnel. Corpdata shall display a contract for the processing of this data in written form prior to upload.



## Files Supplied by Customers for Operations such as Deduplication

Corpdata offers to suppress records you provide but do not want included, Corpdata calls this process 'deduplication'. When you upload datafiles, it is important there is a contract between us governing this processing. The contract is provided below.

### Contract between Corpdata and a Customer when data is uploaded for processing

Parties: The uploading organisation "**you**" and Corpdata Limited "**Corpdata**".

1. **Corpdata** agrees and warrants:
  - a) unless otherwise specified in advance, in writing, including email, the uploaded data will only be used, as instructed by **you**, for matching to **Corpdata** direct marketing data or for de-duplicating **Corpdata** direct marketing data against
  - b) to erase the uploaded data after twelve weeks if the uploaded data has not formed part of a commercial transaction between **you** and **Corpdata**
  - c) to erase the uploaded data four weeks after the date of processing or the date of payment, whichever is the latter, if the uploaded data has formed part of a commercial transaction between **you** and **Corpdata**
2. By uploading data, **you** agree and warrant:
  - a) **you** are the data controller
  - b) unless otherwise specified in advance, in writing, including email, the purpose for uploading the data is for matching to or de-duplicating against
  - c) **you** are legally entitled to use the uploaded data for this purpose
  - d) the uploaded data has been processed in accordance with the relevant provisions of the data protection law
  - e) **you** instruct **Corpdata** to use the uploaded data for the purposes of matching to or de-duplicating against, unless otherwise specified in writing, including email
  - f) **you** must raise with **Corpdata** any query as soon as possible, but in any case, within three weeks of the date of processing or payment, whichever is the latter. Queries received more than three weeks after the date of processing or payment, whichever is the latter, where data was supplied by **you** will not be able to be actioned, and **you** undertake to be bound by the full terms of the license agreement, including the payment terms, and **you** will not be entitled to any refund



## Personal Data Supply Policy

### Legal Basis for Processing

Corpdata license data to client organisations for direct marketing purposes on the basis of 'Legitimate Interest'. Providing UK B2B contact lists for direct marketing is legitimate in the UK, and Corpdata derives revenue from this source enabling it to employ people, which is its interest.

### Required Tests

The personal data processed by Corpdata is not likely to result in a high risk to the rights and freedoms of the data subjects, so a 'Data Protection Impact Assessment' is not required.

Because the legal basis for processing is 'Legitimate Interest', Corpdata must ensure that the risks to the rights and freedoms of the data subject do not outweigh the 'Legitimate Interests' of Corpdata. Consequently, Corpdata shall perform and document the findings of:

'Necessity Test'

'Balancing Test'



# Corpdata Balancing Test for Supplying Personal Data to Client Organisations for Direct Marketing

## Intended Data Processing

The client organisations wish to use Corpdata data to send direct marketing or for prospecting to gain new clients and/or sales. They wish to promote products and/or services to decision makers in UK organisations. Corpdata shall use targeting suitable to identify contacts for whom the direct marketing will be 'professionally relevant'.

The personal data concerned are the contact details for the decision makers including name, job title, work email address, company name, work address, work telephone number and LinkedIn URL. There is no sensitive data involved.

The client organisations have identified a need to find new customers and failing to do so will be prejudicial to the interests of the organisation, its members and stakeholders.

## Risks to the Interests or Fundamental Rights and Freedoms of the Data Subject

There is a risk that the data subject will not know, or may have forgotten, their data is being used and might feel the use is not transparent and fair. The data subject may be unaware of their rights concerning its use.

There is a risk that the exercising of their rights will not be observed, specifically their rights to access, to rectification, to restriction of processing, to object to processing, to erasure and to data portability.

There is a risk that their data might be transferred to an unsafe territory, and the security of their data may be compromised.

## Data subjects' reasonable expectations

During the research process Corpdata has often explained to the data subject the intended use was to provide the data to other organisations for them to send 'professionally relevant' direct marketing communications.

Where this has not been possible because the personal data has not been gained from the data subject directly a "Fair Processing Notice" has been sent in accordance with Article 14 of UK GDPR.

The data subject has also been informed of how Corpdata assess the professional relevance of direct marketing.

## Additional safeguards

The data being processed is not of a sensitive nature, and the harm likely to befall the data subject in the case of a data breach is likely to be minor, given that the data concerns them in their work capacity and only relates to their workplace contact details.



The client organisations agree to be bound by the Corpdata Terms and Conditions of the data license, and understand they are required to comply with all relevant legislation. This means the client organisations are amongst other things contractually obliged to:

- provide information to the data subject on first use, as per Article 14 of the GDPR
- only use the data for their own direct marketing of their products and/or services
- to stop marketing to a data subject if requested to do so
- take appropriate measures to keep the data securely
- not have the data processed unless processing is governed by a written contract
- not pass the data into territories without adequate data protection
- not pass the data to other entities either within or outside any group of entities the client organisation is a member of unless it is to a data processor for processing solely in the interests of the client organisation, such processing must be governed by a written contract
- keep records of all data processing

Additionally:

If licensing data for a single campaign use:

- use the data for a single direct marketing campaign within one month and then delete it

If licensing data on a 12 month or eternal license:

- respect objections to processing as notified by Corpdata
- make data available to the data subject when access is requested
- delete the data when the license expires or is cancelled
- advise Corpdata of any data errors identified



# Corpdata Necessity Test for Supplying Personal Data to Client Organisations for Direct Marketing

## Objective of Intended Data Processing

The client organisations are seeking new customers so they must use net new data.

## Requirement for personal data

The client organisations have determined that to achieve a profitable return on investment, direct marketing communications should be personalised, so it is necessary to use personal data.

## Alternatives to data processing

This direct marketing is to be conducted in addition to the other promotional activities of client organisations, thus there is no alternative that meets the objective.

Corpdata cannot offer client organisations any alternative solution to finding new customers, so the supply of personal data to client organisations for direct marketing is necessary.



## Consideration of Balancing and Necessity Tests

Given the non-sensitive nature of the data, and the reasonable expectations of the data subject, it seems unlikely the impacts on the data subject of a data breach would be significant. Furthermore, the subject is aware of the purposes and methods of data processing and is therefore unlikely to feel it is intrusive.

On balance therefore, since neither the likelihood nor the likely impact of a data breach is significant, the risks to the interests or fundamental rights and freedoms of the data subject is not very significant and seem outweighed by the legitimate interest of this prospective customer. Consequently, the legitimate interests of Corpdata on balance also outweigh any risks.

It is necessary for the client organisations to use personal data which is new to them.

### Safeguards

Corpdata makes reasonable efforts to 'know the client organisations' by validating information from a variety of sources. This is intended to reduce the risk of personal data falling into the wrong hands.

Corpdata ask client organisations to disclose the products and/or services they intend to promote, and applies targeting to the personal data to ensure the professional relevance of the offering to the data subjects.

Corpdata requires the personal data to be removed when it is no longer required.

Corpdata requires client organisations to respect the data protection rights of data subjects.

Corpdata seeds its personal data to monitor the data usage, and uses this to detect breaches.

### Conclusion

Having taken account of the balancing test, and the necessity test, and considering the safeguards applied, it is decided that Corpdata may grant a License to use Corpdata owned personal data to client organisations.





# Terms and Conditions

## 1. DEFINITIONS

- (1) '**Corpdata**' means Corpdata Limited, registered in England and Wales No. 02690712.
- (2) '**controller**' means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the **processing** of personal data.
- (3) '**purchaser**' means the natural or legal person, public authority, agency or other body which, alone or jointly with others, to whom **Corpdata** agrees to provide goods and/or services for a consideration.
- (4) '**data record**' means a single entry of the proprietary information of **Corpdata** typically, but not always, including *inter alia* information about one organisation and one decision maker within the organisation.
- (5) '**direct marketing list**' means multiple **data records** aggregated into one or more than one list of **data records** typically but not always taking the form of a spreadsheet, data table or other structured data file.
- (6) '**licensee**' means the natural or legal person, public authority, agency or other body, for whose benefit **Corpdata** is authorizing the use of a **direct marketing list**. For the purposes of this **agreement**, **licensee** excludes from its meaning any third-party, including any holding company, group company or subsidiary. The **licensee** is accountable for the usage of any **direct marketing list** provided under this **agreement**.
- (7) '**processor**' means a natural or legal person, public authority, agency or other body which processes data on behalf of the **controller**.
- (8) '**processing**' means any operation or set of operations which is performed on the **direct marketing list**, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (9) '**active usage license**' means a license to use the proprietary information of Corpdata Limited that has commenced and has not expired and has not been exhausted and has not been cancelled and for which payment has been received by **Corpdata**.
- (10) '**GDPR**' means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council.
- (11) '**UK GDPR**' means the UK version of **GDPR** as peculiarised in 2018, and sits alongside the Data Protection Act 2018.
- (12) '**EU**' means the European Union.
- (13) '**territory that provides an adequate level of protection under GDPR**' means a territory that is listed in the Official Journal of the European Union as providing an adequate level of protection for personal data, or the ICO under **UK GDPR**.
- (14) '**professionally relevant direct marketing**' means direct marketing that is relevant to the data subject in their professional capacity.



- (14) '**agreement**' means this **agreement** between **Corpdata** and the **licensee** for a license to use a **direct marketing list** on terms specified in this document and in the Corpdata Order Form which shall be part of this **agreement**.

## 2. GOVERNING LAW & JURISDICTION

- (1) This **agreement** is governed by and shall be construed in accordance with the laws of England.
- (2) The parties submit all their disputes arising out of or in connection with this **agreement** to the exclusive jurisdiction of the courts of England.

## 3. ENTIRE AGREEMENT

- (1) This **agreement** constitutes the entire **agreement** between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.
- (2) Each party acknowledges that in entering into this **agreement** it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this **agreement**.
- (3) No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this **agreement**.
- (4) Each provision, requirement or exclusion contained in this **agreement** shall be severable and shall subsist notwithstanding the inapplicability or unenforceability of any other terms contained herein.
- (5) Changes to this **agreement** shall be valid and effective only if made in writing and signed by both parties.

## 4. COPYRIGHT

- (1) All intellectual property rights pertaining to the **direct marketing list** including without limitation copyright shall remain the sole property of **Corpdata**.
- (2) The **licensee** is granted a non-transferable license to use the **direct marketing list** for direct marketing purposes only.
- (3) The **direct marketing list** shall not be used whether in whole or in part to create, develop or augment any list, service or product. It shall not be offered whether for a consideration or otherwise to any other party including *inter alia* internet or intranet-based services or any other service or directory or information resource providing any benefit whatsoever to any other party.
- (4) The **direct marketing list** may be disclosed by the **licensee** only to a **processor** contractually bound to use the **direct marketing list** only for direct marketing purposes, only for the benefit of the **licensee**.



- (5) Except as referred to in clause 4 (4) the **direct marketing list** shall not be reproduced, duplicated, shared, transferred or otherwise disclosed, or be used to benefit a third party including without limitation, any business, company or entity associated or affiliated with the **licensee**, unless agreed in writing in advance by **Corpdata**.4. COPYRIGHT (continued)
- (6) Where a prospect initially identified through the **direct marketing list** becomes a customer, through making a purchase or commencement in genuine commercial engagement or interest by positive response, explicitly not by a click through, the **licensee** shall be entitled to create a version of the **data record** and will have beneficial ownership, intellectual property rights and copyright of the created customer record. This does not affect the intellectual property and other rights **Corpdata** has over the **data record** in the **direct marketing list**.

## 5. LIMITATION OF LIABILITY

- (1) **Corpdata** shall not be liable for any claim arising from inappropriate or unauthorised use of the **direct marketing list**, including without limitation electronic communications, spamming, contraventions of data protection or privacy regulations.
- (2) The information included in the **direct marketing list** is on the date of supply accurate to the best of the ability of **Corpdata**. Notwithstanding any terms of this **agreement**, **Corpdata** shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of, or defect in the **direct marketing list**, nor for any special, indirect, economic or consequential loss or damage however so arising or however so caused (including loss of profit or revenue) whether from negligence, or otherwise in connection with the supply, functionality or use of the **direct marketing list** or any breach of this **agreement**.
- (3) Any liability of **Corpdata** in respect of this **agreement** shall be limited to the value of the invoice or invoices raised by **Corpdata** against the **licensee** in respect to this **agreement**.
- (4) The **direct marketing list** shall only be used in compliance with all legislation, including *inter alia* data protection, privacy, direct marketing, consumer protection, distance selling and advertising standards.

## 6. GENERAL

- (1) The **direct marketing list** supplied by **Corpdata** shall only be processed while an **active usage license** for the **direct marketing list** from **Corpdata** concerned exists.
- (2) The **controller** shall only process the **direct marketing list** or cause the **direct marketing list** to be processed by a third-party **processor** when that **processing** is governed by a written contract.
- (3) The **controller** shall only process the **direct marketing list** or cause the **direct marketing list** to be processed by a third-party **processor** when that **processor** and **processing** is located within the **EU** or in a **territory that provides an adequate level of protection under GDPR**.
- (4) The **controller** shall ensure the **direct marketing list** is processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or



unlawful **processing** and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

- (5) **Corpdata** shall not be liable and shall not be held responsible for any costs as a result of changes in the volume of **data records** available. Estimates provided in any quotation provided by **Corpdata** are not binding upon **Corpdata**. **Corpdata** will make its best efforts to achieve the estimates.
- (6) Where the **purchaser** and the **licensee** are not one and the same entity, by signing this **agreement** the **purchaser** warrants that the **licensee** has read, understood and agrees to be bound by the terms of this **agreement**. The **purchaser** shall not process the **direct marketing list** except to transmit the **direct marketing list** to the **licensee** or a **processor** as referred to in clause 4 (4) nominated by the **licensee** and shall expunge the **direct marketing list** immediately after successful onward transmission.
- (7) The **licensee** shall prior to receiving a license to use the **direct marketing list** inform **Corpdata** of the intended products and services that the **direct marketing list** will be used to promote. **Corpdata** shall grant a license based upon the expressed usage being a **professionally relevant direct marketing** message for the data subject to receive. Any change to the products and services to be promoted must be approved in writing, by **Corpdata**, in advance of using the **direct marketing list** for new products or services.

## 7. COMPLIANCE

- (1) All data derived from **data records** included in the **direct marketing list** including *inter alia* duplicates, copies, and other version of the **direct marketing list** shall be appropriately marked so the source of the data is identifiable, and shall have an expiry date for usage of the **data record**.
- (2) Where personal data elements of a **data record** are combined with data elements from other sources to form a composite record, the **licensee** shall ensure each personal data element can be identified, including its source, and removed or changed as required.
- (3) **Corpdata** shall not be in any way responsible for **data records** or data elements or the usage of data elements or **data records** where the data elements or **data records** are sourced in whole in part from other sources.

## 8. UNAUTHORISED USAGE

- (1) Unauthorised usage includes *inter alia* disclosure, transfer, resale, reuse, continued usage beyond the end of the **active usage license**, data capture or copying and modification in part or on whole.
- (2) Where unauthorised usage is detected and confirmed upon investigation, the **licensee** shall be liable for a sum of ten times the original value of all invoices relating to this **agreement**. The value is payable immediately. Additionally, the **licensee** shall certify they have expunged all versions of the **direct marketing list** and all data derived from the **direct marketing list**, including versions held by **processors**.



- (3) Where the **direct marketing list** has been resold **Corpdata** additionally reserve the right to seek legal redress and recoup costs and damages including legal costs, damages and punitive damages.
- (4) Exercise of clauses 8 (2) and 8 (3) by **Corpdata** shall be without prejudice to other rights **Corpdata** may have and remedies it may seek.
- (5) **Corpdata** reserves the right to inform the Information Commissioner's Office of unauthorised usage as a data breach notification.

## 9. QUALITY GUARANTEE

- (1) **Corpdata** offer a 'two for one' replacement or refund policy on all Post Office marked gone-away **data records** and telephone verified gone-away **data records** and email address **data records** having an email address confirmed as permanently undeliverable by **Corpdata**. This guarantee shall only apply for up to thirty calendar days after the **direct marketing list** is supplied by **Corpdata** to the **licensee**.
- (2) The guarantee shall be satisfied by replacing each gone away **data record** with two other valid, within target **data records** that do not already form part of the **direct marketing list**. Where there are insufficient valid, within target **data records** that do not already form part of the **direct marketing list**, **Corpdata** shall refund double the single **data record** cost as invoiced for each gone-away **data record**.
- (3) **Corpdata** shall not be liable for direct or indirect loss, consequential loss or loss of profits suffered by the user of email addresses supplied by **Corpdata** for any reason whatsoever including *inter alia* non-connection or inaccurate data.

## 10. PAYMENT

- (1) The **Corpdata** Order Form forms part of this **agreement**.
- (2) Payment must be received by **Corpdata** within the terms agreed to on the **Corpdata** Order Form, or another written document agreed in advance by **Corpdata** and the **licensee**.
- (3) Any query relating to an invoice must be made within seven calendar days of receipt of the invoice.
- (4) Invoices not settled within terms referred to in clause 10 (2) will be subject to interest at the rate of 2% above the Bank of England Base Rate on a daily basis or 5% whichever is greater. In addition, where invoices are not settled within terms referred to in clause 10 (2) administrative and legal fees will be added to the outstanding amount where credit control and enforcement activities are undertaken.



## 11. END OF ACTIVE USAGE LICENSE TERM

- (1) Upon expiry of the *active usage license* the *licensee* shall certify they have expunged all versions of the *direct marketing list* and all data derived from the *direct marketing list*, including versions held by *processors*.

## 12. DELIVERY

- (1) The *direct marketing list* will be available to download from *Corpdata* within one working day of *Corpdata* receiving payment in full.
- (2) Other payment and delivery arrangements may be agreed between *Corpdata* and the *licensee* in writing in advance.

## 13. SINGLE CAMPAIGN USE LICENSE

- (1) The *licensee* shall be entitled to use the *direct marketing list* as often as required within 1 calendar month of supply.

## 14. FIXED TERM LICENSE INCLUDING 12 MONTH LICENSE

- (1) The *licensee* shall be entitled to use the *direct marketing list* for as long as an *active usage license* exists.
- (2) The *active usage license* expires on the last day of the fixed term license period.

## 15. ETERNAL USE LICENSE

- (1) The *licensee* shall be entitled to use the *direct marketing list* as often as required without time restriction.



# Research Script for Collecting Personal Data

## Introduction

Corpdata does not use a "Script" while doing telephone research – we decided long ago that the people engaged in the call would find it a more pleasant experience if the conversation was able to develop in a human way.

There are several aspects of the call that are considered concrete foundations – and these are "scripted" – they may fall at different times within the call.

## Preferences Introduction

We maintain business information, which can be used for direct marketing by other companies. Are you happy for the details I've just confirmed to be made available for marketing purposes if the product or service seems relevant to you?

If YES:

If you wish to opt-out in the future, please contact us.

If NO:

Thank you, I have opted you out.

## Details about Corpdata

We also always offer our company details, and details of where to find our privacy policy. In practice most people don't want to know during the phone call so we also supply this necessary information in the subsequent email.



# Information Supplied to Data Subject

## Introduction

Where we do not gain personal data from the data subject directly, such as when we collect it from a colleague, we supply the following data to the data subject between 21 days and 28 days after the data collection. This interval has been chosen to allow a reasonable chance for the data subject to return from holidays, training courses or other absences.

## Content

For over 30 years Corpdata has been a UK company providing business to business direct marketing data to help companies promote their products and services.

Most professionals rely on being kept up to date about new products or services to help them achieve their business objectives.

We are contacting you because we hold information about your organisation including your name as a decision maker within it. We want to ensure you only receive information that is relevant to you in your professional capacity, what we call 'professionally relevant' direct marketing.

We want to ensure that users of our data only send you 'professionally relevant' material. Material may be relevant because of the type, size or location of the organisation that you work in, or because you are the right person for a certain set of decisions based on factors like your role, seniority, and responsibilities.

We have researched the direct marketing communications preferences of over 435,000 decision makers. We discovered that 96% wish to receive 'professionally relevant' direct marketing.

The contact information we hold about you is:

DATA ITEM	DATA HELD
Your Name	{DM_NAME}
Your Job	{DM_JOB}
Your Email	{DM_EMAIL}
Company Name	{CO_NAME}
Address	{CO_ADD}
Telephone	{CO_TEL}





We understand you are responsible for decisions in the following areas:

Yes / No	ROLE
{SLOT_01}	General Company Management or Direction
{SLOT_02}	Financial
{SLOT_05}	Sales
{SLOT_03}	Marketing
{SLOT_06}	Purchasing
{SLOT_04}	IT or Computing
{SLOT_09}	Networking
{SLOT_08}	HR, Recruitment or Training
{SLOT_07}	Telecoms
{SLOT_12}	Facilities
{SLOT_11}	Health & Safety
{SLOT_10}	Fleet
{SLOT_14}	Call Centre
{SLOT_15}	Customer Services

We tried to contact you personally, but were unable to do so.

We are keen to ensure that the data we hold about you and your organisation are accurate. If the data is correct, you do not need to do anything. If you wish to change any of these, please [click here](#). You will be asked to quote this validation code:

**{VERIFICATION\_CODE}**

If you wish to be excluded from direct marketing lists we supply, please contact Corpdata, either by email to [updates@corpdata.co.uk](mailto:updates@corpdata.co.uk), by telephone on 01626 777400, or by post at Corpdata Limited, Corpdata House, 6 Den Crescent, Teignmouth, Devon. TQ14 8BQ.

Corpdata is unlikely to be the only direct marketing data company holding your details.



When you are contacted by direct marketers, you should always be able to ask where the data originated. We instruct all our customers to freely share this information.

We think this is the correct and ethical way to use your information and Corpdata are committed to being fair and transparent with you.

If you would like to explore how Corpdata B2B data could help you gain customers and grow your business ethically, safe from fear about changes to the law, please contact us on 01626 777400 or email [enquiries@corpdata.co.uk](mailto:enquiries@corpdata.co.uk).

### **Legal Information**

Corpdata Limited is the data controller for this data. Corpdata Limited is a company registered in England and Wales, Reg. No. 02690712. Corpdata is registered with the Information Commissioner's Office, Reg. No. Z5404661.

Corpdata Limited Registered Office is: Corpdata House, 6 Den Crescent, Teignmouth, Devon, TQ14 8BQ. You can contact Corpdata by telephone on 01626 777400, by fax on 01626 777500 or by email on [enquiries@corpdata.co.uk](mailto:enquiries@corpdata.co.uk). The Corpdata website is [www.corpdata.co.uk](http://www.corpdata.co.uk).

The data protection officer is contactable by email at [dataprotection@corpdata.co.uk](mailto:dataprotection@corpdata.co.uk) or by post or telephone at the details shown above.

Corpdata will keep the data about you for as long as it is believed to be accurate and up to date. The categories of personal data are your name, job title, work email address, company name, work address and work telephone number. You may object to your data being used by Corpdata at any time.

Corpdata use your data on the legal basis of legitimate interest to create a commercial benefit by licensing your data to third parties for 'professionally relevant' direct marketing as described above. The category of recipients of your personal data is organisations wishing to promote their 'professionally relevant' products or services to decision makers in UK organisations by direct marketing.

You have the right to rectify inaccuracies in the data, to request restriction of processing through suppression from supplied data, to object to processing, to request an electronic copy of the data we hold about you (which we will supply in CSV form) to enable portability and to request erasure.

You have the right to lodge a complaint with the supervisory authority who is the Information Commissioner's Office [www.ico.org.uk](http://www.ico.org.uk).