

Click & Drop™ Terms of Use

1. Your use of this website

1. These terms and conditions set out the terms on which you may use <http://business.parcel.royalmail.com>.
2. The Royal Mail Click & Drop service involves the integration of and access to your eBay and/or Amazon accounts, as applicable (referred to as the "Platform"). By integrating a Platform to the Royal Mail Click & Drop service, you expressly authorise us to access your Platform account details in order to provide the services.
3. By using this website, you accept these terms and conditions of use and, where you have given us access to your Platform account for the Royal Mail Click & Drop service, all rules applied by the applicable Platform, including but not limited to the eBay Developers Program and API License Agreement (excluding the right to sub-licence and indemnification obligations) which can be found here <https://developer.ebay.com/join/licenses/individual/api.pdf> and Amazon's Marketplace Web Service Licence Agreement at https://developer.amazonservices.com/gp/mws/registration/agreement/agreement_na.html/183-2608179-0857164. If you do not agree with these terms and conditions, you should stop using this website. Where you have given us access to your Platform account for the Royal Mail Click & Drop service and you do not agree to the relevant Platform terms, you should not integrate your Platform account or use the Platform functionality on the Royal Mail Click & Drop website.
4. In these terms and conditions, Royal Mail, we, our or us means Royal Mail Group Limited and its related group companies. For more information about the Royal Mail group of companies, visit <http://www.royalmailgroup.com/about-us/who-we-are>.
5. These terms and conditions do not apply if you are not an Online Business Account customer. If you are not an Online Business Account customer the following terms apply <https://parcel.royalmail.com/help/terms-of-use/>.
6. Where you are an Online Business Account customer, these terms should be read in conjunction with <https://business.parcel.royalmail.com/terms-and-conditions/>.
7. We reserve the right to suspend or terminate your access to this website at any time and at our discretion without notice.

2. Information about us

1. This website is owned by Royal Mail Group Limited and operated by Royal Mail Group Limited and third parties acting on Royal Mail's behalf.
2. Royal Mail Group Limited is a company registered in England and Wales. Our registered number is 4138203 and our registered office is at: 100 Victoria Embankment, London, EC4Y 0HQ.
3. Our VAT registration number is GB243170002.

3. Security and privacy

1. We take the security and privacy of our systems and our customers' information very seriously. We review our systems and data to ensure the best possible service to our customers. There are specific offences for unauthorised actions against computer systems and data, and we will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

2. By using this website, you agree to the collection and use of your data in accordance with the terms of our Privacy Policy, and the specific customer terms and conditions relevant to the different products and services available through this website.
IN PARTICULAR YOU AGREE THAT BY USING THIS WEBSITE FOR THE ROYAL MAIL CLICK & DROP SERVICE YOU PERMIT ROYAL MAIL AND THIRD PARTIES ACTING ON ROYAL MAIL'S BEHALF TO ACCESS, USE AND INTEGRATE WITH YOUR RELEVANT PLATFORM ACCOUNTS, INCLUDING PROCESSING PERSONAL DATA CONTAINED IN SUCH PLATFORM ACCOUNTS, FOR THE PURPOSE OF PROVIDING YOU WITH THE ROYAL MAIL CLICK & DROP SERVICE.
BEFORE UPLOADING ANY THIRD PARTY PERSONAL DATA, YOU MUST GET THE THIRD PARTY'S CONSENT TO, OR OTHERWISE BE SATISFIED THAT THERE IS A VALID LEGAL BASIS FOR US:
 - a. PROCESSING THE THIRD PARTY PERSONAL DATA PURSUANT TO THE AIMS OF THESE TERMS AND FOR THE PURPOSES OF PROVIDING, OPERATING AND MAINTAINING THE SITE AND THE SERVICES; AND
 - b. TRANSFERRING SUCH THIRD PARTY PERSONAL DATA TO ONE OR MORE OF OUR OFFICES OR BRANCHES, TRANSFERRING TO OTHER COUNTRIES AND ALSO TO ANY THIRD PARTIES PERFORMING OUTSOURCED FUNCTIONS FOR US IN OTHER COUNTRIES, THE LAWS OF WHICH MAY NOT PROVIDE THE SAME LEVEL OF PROTECTION FOR IT, ALTHOUGH WE WILL SEEK TO ENSURE IT RECEIVES AN EQUIVALENT LEVEL OF PROTECTION. IF WE ASK FOR IT, YOU MUST PROVIDE US WITH A COPY OF SUCH CONSENT OR WITH SUCH OTHER EVIDENCE AS DEMONSTRATES TO OUR REASONABLE SATISFACTION THAT SUCH CONSENT HAS BEEN OBTAINED OR SUCH VALID LEGAL BASIS EXISTS.
3. For more information about how we use your information, please see our Privacy Policy at <https://business.parcel.royalmail.com/privacy-policy/>. However, please note, the 'My Account' functionality referred to in the Privacy Policy is not available for this website.
4. This website uses cookies. For more information about how we use cookies, please see our Cookies Policy at <https://business.parcel.royalmail.com/cookie-policy/>.
5. For more information about the terms which apply to each of our products and services, see the specific terms and conditions.

4. Content and accuracy of information

1.
 1. The information on this website is provided on an 'as is' basis. Although we make reasonable efforts to ensure that the information on this website is correct, we give no representations, warranties or guarantees that the content of this website is accurate, complete or up to date.
 2. You agree to comply with all user guides made available to you on the Royal Mail Click & Drop website in your use of the service and, in particular, when integrating your Platform account to the Royal Mail Click & Drop service.
 3. Some information on this website is taken from sources external to us or is of a type that changes frequently. In particular, we do not guarantee the accuracy and currency of information about prices, compensation limits and conditions, delivery times, packaging requirements, posting restrictions and prohibitions and conditions of posting in countries outside the United Kingdom.
 4. We do not necessarily share the opinions expressed on, or endorse the material appearing in, external content published on this website.
 5. We may make changes to the contents of this website, including to the descriptions and prices of goods and services advertised, at any time and without notice.

5. Our liability

- 1.

1. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO OUR PROVISION OF THE ROYAL MAIL CLICK & DROP SERVICES TO YOU.
2. WITH THE EXCEPTION OF ANY LIABILITY REFERRED TO IN CLAUSE 5.4, OUR TOTAL AGGREGATE LIABILITY TO YOU UNDER OR IN RELATION TO THIS AGREEMENT INCLUDING (BUT NOT LIMITED TO) LIABILITY FOR BREACH OF ANY TERM OR TERMS OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AND TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) IS LIMITED TO THE LOWER OF THE TOTAL AMOUNT PAID BY YOU FOR ROYAL MAIL CLICK & DROP IN THE PREVIOUS 12 MONTHS BEFORE THE LIABILITY AROSE AND TEN THOUSAND POUNDS STERLING (£10,000).
3. NOTWITHSTANDING CLAUSE 5.2, TO THE FULLEST EXTENT PERMITTED BY LAW WE EXCLUDE ALL LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE. THIS INCLUDES, WITHOUT LIMITATION:
 1. DIRECT, INDIRECT AND CONSEQUENTIAL LOSSES;
 2. LOSS OF BUSINESS;
 3. LOSS OF GOODWILL;
 4. LOSS OF DATA;
 5. LOSS OF OPPORTUNITY;
 6. LOSS OF PROFITS,WHETHER OR NOT ANY SUCH LOSSES WERE FORESEEABLE, AROSE IN THE NORMAL COURSE OF THINGS OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND LOSSES THAT WERE NOT REASONABLY FORESEEABLE BY BOTH PARTIES AT THE TIME THIS AGREEMENT WAS ENTERED INTO WHICH YOU MAY SUFFER OR INCUR.
4. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS:
 1. OUR LIABILITY TO YOU FOR ANY DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE; OR
 2. ANY OF YOUR OTHER STATUTORY RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED OR LIMITED.
 5. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING UNDER OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE OR YOUR USE OF, OR RELIANCE ON, ANY OF THE CONTENT CONTAINED ON THIS WEBSITE.
 6. THE ABOVE EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE EXTENT PERMITTED BY LAW. NONE OF YOUR STATUTORY RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED OR LIMITED ARE AFFECTED.

6. Intellectual property rights

1.
 1. Royal Mail, the Royal Mail cruciform, Parcelforce Worldwide and the Parcelforce Worldwide logo are registered trademarks of Royal Mail Group Limited or its related companies in the United Kingdom and other countries.
 2. The names of our goods and services featured on this website are trade marks of Royal Mail Group Limited or its related companies.
 3. All website design, text, graphics, their selection and arrangement, and all software compilations, underlying source code, software (including applets) and all other material on this website are copyright of Royal Mail Group Limited or its related companies or licensors.
 4. Except as expressly set out in these terms and conditions, or as permitted by any local law, you agree: not to copy rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any part of the Royal Mail Click & Drop service; nor permit the Royal Mail Click & Drop service or any part of it to be combined with, or become incorporated in, any other programs; nor disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Royal Mail Click & Drop service or attempt to do any such thing (other than in accordance with section 296A of the Copyright, Designs and Patents Act 1988); and you will comply with all technology control or export

laws and regulations that apply to the technology used or supported by the Royal Mail Click & Drop service.

5. You must not use the Royal Mail Click & Drop service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms and conditions, the Platform terms (where you have given us access to your Platform account for the Royal Mail Click & Drop service), or act fraudulently or maliciously; nor infringe our intellectual property rights or those of any third party in relation to your use of the Royal Mail Click & Drop service, including the submission of any material.
6. You acknowledge that all intellectual property rights in the Royal Mail Click & Drop service, including the website and materials contained on it, and the technology anywhere in the world belong to us or our licensors (including, where relevant, the Platform provider), that rights in the Royal Mail Click & Drop service are licensed (not sold) to you, and that you have no rights in, or to, the Royal Mail Click & Drop service or the technology other than the right to use each of them in accordance with the terms of these terms and conditions.
7. You acknowledge that you have no right to have access to the Royal Mail Click & Drop service in source-code form.
8. Where you have given us access to your Platform account for the Royal Mail Click & Drop service, Royal Mail or the Platform provider can terminate your right to use or display any Platform intellectual property (in accordance with the Platform provider's terms) at any time.

7. Contracts

1.
 1. The Royal Mail Click & Drop service products or services on sale on this website are subject to our Royal Mail Click & Drop service terms located at <https://business.parcel.royalmail.com/terms-and-conditions>.
 2. The Online Business Account products and services available via this website are subject to the Online Business Account Terms located at <http://www.royalmail.com/online-business-account-oba/terms-and-conditions>.
 3. Where you have given us access to your Platform account for the Royal Mail Click & Drop service, all rules applied by the applicable Platform, including but not limited to the eBay Developers Program and API License Agreement (excluding the right to sub-licence and indemnification obligations) which can be found here <https://developer.ebay.com/join/licenses/individual/api.pdf> and Amazon's Marketplace Web Service Licence Agreement at https://developer.amazonservices.com/gp/mws/registration/agreement/agreement_na.html/183-2608179-0857164.
 4. The terms and conditions for each of our other products and services can be found here: <http://www.royalmail.com/terms>.

8. Registration

1.
 1. You may use this website to register for an account with us.
 2. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
 3. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if:
 1. in our reasonable opinion you have failed to comply with any of the provisions of these terms and conditions, the applicable Platform terms or the additional terms referred to herein;
 2. yours or our right to access and use the applicable Platform is terminated or suspended;

3. your use of the Royal Mail Click & Drop service or Platform (i) poses a security risk to the Royal Mail Click & Drop service, a Platform or our customers, (ii) may harm our systems, a Platforms' system or our customers' systems, or (iii) may subject us or any third party to liability;
4. you are using the Royal Mail Click & Drop service or Platform for fraudulent or illegal activities; or
5. our provision of any aspect of the Royal Mail Click & Drop service to you is prohibited by law.
4. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at <http://www.royalmail.com/contact-us>.
5. We may cancel your registration for this website or any service hosted on this website if:
 1. you breach these terms and conditions, the applicable Platform terms or the additional terms referred to herein;
 2. yours or our right to access and use the applicable Platform is terminated or suspended;
 3. your use of the Royal Mail Click & Drop service or Platform (i) poses a security risk to the Royal Mail Click & Drop service, a Platform or our customers, (ii) may harm our systems, a Platforms' system or our customers' systems, or (iii) may subject us or any third party to liability;
 4. you are using the Royal Mail Click & Drop service or Platform for fraudulent or illegal activities; or
 5. our provision of any aspect of the Royal Mail Click & Drop service to you is prohibited by law.

9. Discussion groups and bulletin boards

1.
 1. We do not usually edit or monitor the content of any discussion group or bulletin board hosted on this website. The content of discussion groups and bulletin boards is provided by third parties and we are not the publisher of it. However, we may remove content from any discussion group or bulletin board at our discretion.

10. Links to this website

1.
 1. You may not create a link to any page of this website without our prior written consent. To request our consent, please contact our Brand team at brand.team@royalmail.com
 2. If we do not consent and you create a link to a page of this website, you do so at your own risk and the exclusions and limitations set out in these terms and conditions will apply to your use of this website by linking to it.

11. Links from this website

1.
 1. The site may contain links to other websites, which in turn may contain material that has been produced by third parties not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided on such websites nor do we accept responsibility or liability for acts or omissions from the providers of such websites.
 2. We do not monitor or review the content of other parties' websites that are linked from this website. Any opinions or recommendations expressed on such other websites are solely those of the relevant third party and are not our opinions or recommendations. The existence of a link from the site to any other such website does not constitute a recommendation or other approval by us of such website or any third party.

12. Third party advertising

- 1.

1. Pages on this website may contain advertisements placed by third parties. We are not responsible for the content of these advertisements. Clicking on the links contained on these advertisements may take you to third party websites over which we have no control. We are not responsible for the content of these third party websites.

13. Availability

1.
 1. We do not guarantee that this website will always be available or uninterrupted.
 2. Some products and services featured on this website will only be available within the United Kingdom, or in relation to postings from the United Kingdom.

14. Downloadable content

1.
 1. We will use reasonable endeavours to ensure that any content we make available on this website for downloading (including software or any electronic file) is suitable for downloading, installation and use by third parties.
 2. You must ensure that you do not knowingly introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful into the website or the services; or attack the website or the services via a denial-of-service attack; or use the website or the services for any purpose which is unlawful, abusive, libellous, obscene or threatening. All content we make available for downloading is provided 'as is' without any warranty. Specifically, and without limitation, we do not warrant that any such content is virus free, without defects, compatible with other software or operating systems or suitable for any specific purpose.
 3. We accept no liability for any loss or damage caused by the downloading, installation or use of any such content, and the general exclusions and limitations set out in the 'Our Liability' section of these terms and conditions shall apply to the downloading, installation or use of such content.

15. General

1.
 1. These terms and conditions are governed by the laws of England and Wales.
 2. If you are a consumer, all disputes arising out of your access to this website are subject to the non-exclusive jurisdiction of the courts of England and Wales. If you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland. If you are a business, all disputes arising out of your access to this website are subject to the exclusive jurisdiction of the English courts.
 3. If any of these terms or conditions is deemed invalid or unenforceable for any reason (including, but not limited to, the exclusions and limitations set out above) then the invalid or unenforceable provision will be severed from these terms and conditions and the remaining provisions will continue to apply.
 4. These terms and conditions were last updated on 14 June 2016. We may change these terms and conditions at any time by amending this page, and so you should check back to this page regularly.
 5. Where you have given us access to your eBay account for the Royal Mail Click & Drop service, you acknowledge that eBay Inc shall be entitled to enforce the terms of these terms and conditions against you and receive the benefit of these terms and conditions as a third party beneficiary.