

Specification and Service Levels

- 1. Definitions.** The following terms shall have the meanings set out below. Any reference to “we”, “us” or “our” is to CFH Docmail Ltd. and to “you” or “your” are to the person, firm or company who orders Docmail Services (as defined below).

API	means our application programming interface.
Data	means all data including, but not limited to, personal data controlled or processed by the parties, whether in tangible or electronic form and whether maintained or displayed in a database or otherwise.
Digital Material	means a digital representation of an approved Proof to be produced on your behalf.
Device	your computer, laptop, mobile or tablet used to order the Docmail Services.
Docmail Services	the hybrid mail services provided by us via our Docmail® platform.
Dotpost Account	means the subscription services provided by us to you, for the deposit of Digital Material into a recipient’s account.
Electronic Files	means any text, illustration, Data or other information supplied by you.
Initial Assessment	means the initial assessment of a Support Query undertaken by the Support Providers as set out below, advising you of further actions, and estimated timescales of those actions, required to resolve a Support Query.
Order Methods	means either: (a) the API; (b) the Print Driver; or (c) the Web Portal.
Manual	the electronic user manual for the Software.
Print Driver	means our virtual printer software installed on your Device.
Printed Materials	means the printed material of an approved Proof to be produced on your behalf.
Proof	means a visual example of how the Printed Materials or Digital Materials will appear in final form, for approval by you.
Software	the Docmail® software, the data supplied with the software and all associated media used to provide the Docmail Services.
Support Providers	means our employees, workers, contractors or other associates employed or otherwise engaged by us to respond to Support Queries and provide our standard customer support services.
Support Hours	means the hours of 09:00 to 17:30 on any Business Day.
Support Query	means a written query or enquiry received from you via email during the Support Hours.
Web Portal	means our Docmail website, accessed by you from a compatible web browser.

2. The Docmail Services

- 2.1. We shall provide you with Docmail Services in accordance with the Docmail Terms and Conditions, this Specification and Service Levels and our Data Processing Agreement.

- 2.2. Electronic Files are to be sent by you to us via one of the Order Methods and then processed by us in accordance with your lawful and reasonable instructions.
- 2.3. In accordance with the Proofs made available to you for approval via your Docmail® account and in accordance with the timescales and service levels referred to below we will either:
 - 2.3.1. produce and dispatch Printed Materials to be sent to the recipient via postal carrier; or
 - 2.3.2. if you are using our Dotpost services, deposit Digital Materials into a recipient's Dotpost Account; or
 - 2.3.3. send to the recipient via our SMS carrier.
- 2.4. We shall provide print and paper quality appropriate to the purpose for which you are using the Docmail Service, unless agreed otherwise in writing.
- 2.5. We shall not knowingly introduce and shall take all reasonable steps to prevent the introduction of any virus into your Device and/or network and information or operating systems or software in connection with the provision the Docmail Services or otherwise.

3. IT Support & Service Levels

- 3.1. We shall, as part of the Docmail Services provide you with our standard customer support services during the Support Hours in accordance with our support policy in effect at the time that the Docmail Services are provided. We may amend our support policy at our discretion at any time.
- 3.2. We shall procure that the Support Providers endeavour to include within the Initial Assessment a timescale for either further analysis or resolution of the Support Query. The Initial Assessment timescale shall be an estimate only and we will use reasonable endeavours to procure that the Support Providers adhere to those timescales. You acknowledge that we are not bound by the timescales given in the Initial Assessment.
- 3.3. We shall be liable for the acts and omissions of the Support Providers as though they were our own acts and omissions.
- 3.4. We are only able to provide IT support for the Print Driver on versions of the Microsoft Windows Operating System currently within mainstream support by Microsoft. If your operating system is no longer supported by Microsoft we shall use reasonable endeavours to provide IT support, but shall not be obliged to do so.

4. Using the API

- 4.1. If you wish to use the API, you must adhere to our "**API Fair Usage Terms**", which can be found at <http://www.docmail.co.uk/tob.html>.
- 4.2. Subject to adhering to the API Fair Usage Terms, you may make full use of the API for the purposes of the use and receipt of the Docmail Services.
- 4.3. Both parties acknowledge and agree that any build, coding and/or writing to and proposed use of the API ("**Solution**") proposed by you shall be subject to completion by you of our API Access Questionnaire, reviewed and approved by us as being acceptable and in accordance with our API Fair Usage Terms, before you commence work.
- 4.4. In the event that, after you start receiving Docmail Services, your Solution, is deemed by us (at all times acting reasonably) not to be in accordance with the API Fair Usage Terms or that it has a detrimental effect on our platform, we reserve the right to suspend the Solution's access to the Docmail Services on immediate notice (identifying the relevant issues with the Solution)

an “API Notice” until such time as the issues identified in that API Notice are resolved to our reasonable satisfaction.

5. License and Updates

- 5.1 We grant you a non-transferable, non-exclusive licence to access the Docmail® service and the associated Print Driver. We reserve all other rights.
- 5.2 You may:
 - 5.2.1 download the Software and access, view, use and display the Software on a Device or through our website for your purposes only; and
 - 5.2.2 use the Manual for the purpose of using or downloading the Software only.
- 5.3. You agree:
 - 5.3.3 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Manual;
 - 5.3.4 not to make alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 5.3.5 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - 5.3.5.1. is used only for the purpose of achieving inter-operability of the Software with another software program;
 - 5.3.5.2. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - 5.3.5.3. is not used to create any software that is substantially similar to the Software;
 - 5.3.6. not make copies of the Software; and
 - 5.3.7. not provide or otherwise make available object or source code in the Software, in any form to any person without prior written consent from us.
- 5.4. In using the Software your information may be cached and stored in encrypted form on your Device.
- 5.5. You acknowledge that we shall have the right to introduce new versions of our Docmail Service at any time and without providing notice in advance.
- 5.6. We shall at all times ensure that we have all necessary rights in and to the Software, and any third-party software and our intellectual property rights, or any other materials made available by us to you and which are used to perform our obligations to you.

- 5.7. We may, from time to time, introduce changes to the API. Any such changes shall be subject to rigorous testing prior to “go-live” and we shall (and at no additional cost to you) provide to you:
- 5.7.1. reasonable notice of any such changes to enable you to assess the impact of those changes to your API link; and
 - 5.7.2. such assistance as is reasonable, in all the circumstances, to enable you to continue your use of the API link; and
 - 5.7.3. continued support for the changed version of the API.
- 5.8. We shall at all times provide such reasonable co-operation and information in relation to the Docmail Services to such of your other suppliers for the purposes of enabling any such supplier to create and maintain any interfaces that you may reasonably require.

6. Intellectual Property

You acknowledge that all intellectual property rights in the Software and the Manual anywhere in the world belong to us or our licensors, that rights to use the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software and the Manual other than the right to use each of them to order Docmail Services.

7. SMS Messaging.

- 7.1. A single text message is limited to how many characters can be sent. Should your message be greater than this, an additional text will be created and sent.
- 7.2. For any one message, you may send up to 6 single text messages. Each single text message will be charged at the full text message rate, regardless of how many characters are used in each.
- 7.3. You must proof read and approve your text message before we can proceed to payment.
- 7.4. Text messages may only be sent to UK mobile numbers.
- 7.5. All text recipient mobile numbers will be checked to ensure that they are valid UK mobile numbers. Any mobile numbers that are not valid UK mobile numbers will not be processed and text messages will not be sent to those numbers. In this case, you will receive an error message.
- 7.6. You will not be charged for any invalid UK mobile numbers.

8. Dispatch times (Printed Material, Digital Material and SMS)

Printed Material

- 8.1. We will endeavour to dispatch all Printed Materials in line with the information available to you via your chosen Order Method.
- 8.2. You may choose the postal option when you place an order.
- 8.3. We shall use all reasonable endeavours to meet any dispatch dates, but any such dates shall be estimates only and time shall not be of the essence for such performance.

- 8.4. Once we have handed your mail items over to our carrier we no longer have any control over those items and we cannot accept responsibility for late delivery caused by our carriers' delays.

Digital Materials

- 8.5. These will be sent to the recipient's Dotpost Account either in accordance with your chosen dispatch date after your order has been completed. We cannot guarantee that the recipient will read any Digital Materials that you send to a recipient's Dotpost Account.

SMS

- 8.6. Once your order has been paid for, we will normally upload the SMS message to the telecommunications carrier immediately. Once your text messages are uploaded to our telecommunications provider's network, we no longer have any control over their delivery which will be dependent on the availability of their network.
- 8.7. You can access the expected send date via your chosen Order Method.
- 8.8. In the event that your message cannot or has not been sent, we will let you know as soon as possible.

9. Our Minimum Security Requirements

- 9.1. Any area where the Data and/or any Printed Materials or Digital Materials are stored or processed will be physically controlled in order to prevent access by unauthorised persons.
- 9.2. We shall conform with the minimum physical security requirements, set out below:
 - 9.2.1. appropriate locks or other physical controls shall be fitted to the doors and windows of rooms where the Data and/or any Printed Materials are kept. Access to those areas must be recorded and relevant access logs audited from time to time;
 - 9.2.2. access to premises and/or specific business areas shall be controlled to ensure that all employees have only minimum appropriate access for their respective roles. Lists of employees who are granted access to premises and/or specific areas must be kept up-to-date and must be reviewed periodically;
 - 9.2.3. employees shall have access only to the information they need to perform their roles. Access rights shall be promptly updated should employees change roles within our organisation or leave our employment. Any security access codes known to those employees will be changed, and any tokens or swipe cards used to gain access to any information systems shall be recovered and disabled.
- 9.3. We shall ensure that we process all Data in accordance with the applicable Data Protection Legislation and our Privacy Policy.
- 9.4. To the extent permitted by law, we will perform appropriate referencing checks on all new employees to ensure that they have not lied to or mislead us about their background, experience or qualifications.
- 9.5. We will ensure that all employees have read and understood the relevant information security policies and adhere to any relevant standard operating procedures. In addition, we will ensure employees know where to find details of the information security standards and standard operating procedures relevant to their role and responsibilities.

- 9.6. We shall ensure that penetration and vulnerability tests are carried out by a third party annually and within a reasonable time, rectify any material findings of any such penetration and vulnerability tests.