



# DX Document Exchange Rules of Membership (Ireland)

## 1. DEFINITIONS

In these rules the following words shall have the meanings ascribed to them:

- 1.1 **"Application Form"** shall mean the form completed and signed by You when You apply for membership pursuant to Rule 2.1;
- 1.2 **"An Post"** shall mean the An Post collection address specified on the DX To You Order form (if applicable);
- "Data Controller"** has the meaning given to 'Data Controller', or 'Controller' as appropriate, in the Data Protection Laws and means the entity who has signed up to the Rules;
- "Data Breach"** shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, sorted or otherwise processed;
- "Data Processor"** has the meaning given to 'Data Processor', or 'Processor' as appropriate, in the Data Protection Laws;
- "Data Protection Laws"** means any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable the Law Enforcement Directive (Directive (EU) 2016/680) transposed into Irish law by way of the Data Protection Act 2018 the Data Protection Act 1988, the Data Protection Amendment Act 2003, or superseded and the GDPR (Regulation (EU) 2016/679), the 2011 ePrivacy Regulations (S.I. No. 336 of 2011 – the European Communities (Electronic Communications Networks and Services)(Privacy And Electronic Communications) Regulations 2011);
- "Data Subject"** shall mean an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- "Dead Mail"** shall mean any Item which does not comply with the addressing requirements of Rule 3.2 and is not clearly stamped with the sending Member address in accordance with Rule 3.1, and for which DX cannot discern the sending or receiving Member;
- "Designated Area"** shall mean the area in an Exchange designated by DX for the collection and delivery of Items;
- "Directory"** shall mean the DX Directory Online or the membership directory issued by DX to new members of the DX Service and to existing members from time to time;

**"DX"** shall mean DX Network Services Ireland Limited, whose registered office is situated at Unit 6B, Northern Cross Business Park, North Road, Finglas, Dublin 11, D11 WA49, and its successors and assigns;

**"DX Exchange Portal"** shall mean DX's digital document exchange service offered to each Member;

**"DX Exchange Portal Terms"** shall mean the terms governing the use of the DX Exchange Portal and which are available to access at [www.dxexchangeportal.com](http://www.dxexchangeportal.com)

**"DX Group"** shall mean DX (Group) plc (company number 8696699) or any of its subsidiaries its holding company and any subsidiary of such holding company (as defined in Section 7 of the Irish Companies Act 2014)

**"DX Number"** shall mean the number allocated to a Member by DX;

**"DX Service"** shall mean the Document Exchange service operated by DX and shall not include any other service provided by DX;

**"DX To You"** shall mean the service which includes:

(i) delivery each Working Day of Your incoming mail Items from Your Member's Box, and/or An Post to the Agreed Address for collections and deliveries as specified on the DX To You Order Form ("Agreed Address"); and/or

(ii) collection each Working Day of Your outgoing mail Items from the Agreed Address for delivery to the recipient Member's local Exchange or An Post;

**"Exchange"** shall mean a place at which a Document Exchange is operated by or on behalf of DX;

**"Excluded Goods"** shall mean any item defined on DX's website [www.dxdelivery.com](http://www.dxdelivery.com) as Excluded Goods.

**"Force Majeure Event"** means any event beyond the reasonable control of the Party or its employees, agents and contractors, including any act of God, severe weather, war, invasion, civil commotion, riots, act of foreign enemy, hostilities (whether war be declared or not), act of terrorism, civil war, revolution, rebellion, insurrection, military or usurped power, traffic incident, road closures, diseases, accidents, seizure or forfeiture under legal process, pandemic, epidemic, act or order of any government public local or other authority, labour disputes of whatever nature, explosion, or fire.

**"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/ EC as updated, superseded or repealed from the time to time;

**"Item"** shall mean any package that does not exceed 43cms in length, 32cms in depth and 12.5cms in height (being the dimensions of a standard large archive box), does not weigh more than 25 kilograms and does not contain Excluded Goods;

**"Member"** shall mean any person, firm, body corporate, association or, within these, any discrete department, discrete unit or other discrete sender and recipient of mail, who or which has been accepted as a Member of

the DX Service; For the avoidance of doubt You shall be a Member upon acceptance of Your application pursuant to Rule 2.1;

**“Member’s Box”** shall mean the box allocated to a Member in an Exchange for the receipt of Items sent to You by other Members;

**“Newspaper Service”** shall mean the delivery of newspapers;

**“Onwards Box”** shall mean the box provided by DX at Exchanges into which Members place Items to be sent to a Member in another Exchange;

**“Personal Data”** has the meaning given in the Data Protection Laws;

**“Rules”** shall mean these Rules of Membership (as amended from time to time) and excluding, for the avoidance of doubt, the DX Exchange Portal Terms;

**“Sensitive Data”** has the meaning in the Data Protection Laws (as amended from time to time) or as amended by GDPR and being data consisting of information in connection with a data subject as to:

- (a) racial or ethnic origin;
  - (b) political opinions;
  - (c) religious beliefs or other beliefs of a similar nature,
  - (d) whether or not the Data Subject is a member of a trade union;
  - (e) physical or mental health or condition;
  - (f) sexual life;
  - (g) the commission or alleged commission of any offence by the data subject; or
- any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings;

**“Tracked Mail”** and the **“Tracked Mail Service”** shall mean the service provided to You which includes:

- (i) Confirmation on request that the item is out for delivery which can be emailed to You if required.
- (ii) Access to the DX website [www.dxdelivery.com](http://www.dxdelivery.com) where details of when the items were scanned will be available within 24 hours of collection;
- (iii) Proof of delivery to the recipient Member’s Exchange.

**“Working Day”** shall mean any day from Monday to Friday inclusive between the hours of 09.00 and 17.00 excluding statutory bank and public holidays.

**“You”** and **“Your”** shall mean the person or entity listed on the Application Form.

## 2. ACCEPTANCE

- 2.1 Upon acceptance by DX of Your duly completed application for membership and where appropriate, completion by You of the Order Form(s) and Direct Debit Mandate(s) for the Tracked Mail, DX To You service, Mailshot Service, and/or the Newspaper Service, You will become a Member at the Exchange

stated on the Application Form and shall be bound by the Rules until such time as Your membership is terminated pursuant to Rule 8.

- 2.2 Upon acceptance of the application pursuant to Rule 2.1, DX shall allocate to You a DX Number, a Member’s Box in the relevant Exchange and supply You with a box key.
- 2.3 You shall within 4 weeks of acceptance by DX of Your application for membership display on Your letterhead Your DX Number and Exchange name.
- 2.4 DX may in its absolute discretion and without giving any reason for so doing refuse any application for membership of the DX Service.
- 2.5 Should You choose to enrol on to the Tracked Mail Service, the terms of the Tracked Mail Service is governed by these Rules of Membership and your particular attention is drawn to Rule 17.
- 2.6 Should you choose to enrol on to the DX To You service, the terms of the DX To You service is governed by these Rules of Membership and your particular attention is drawn to Rule 18.
- 2.7 Should you choose to enrol on to the DX Mailshot Service, the terms of the DX Mailshot Service is governed by these Rules of Membership and your particular attention is drawn to Rule 19.
- 2.8 Should You choose to use the DX Exchange Portal, the DX Exchange Portal Terms shall apply to Your use of the DX Exchange Portal and not, for the avoidance of doubt, these Rules. In relation to Your use of the DX Exchange Portal, in the event of a conflict between these Rules and the DX Exchange Portal Terms, the DX Exchange Portal terms shall take precedence to the extent required to resolve the conflict.
- 2.9 Should You choose to enrol on to the Newspaper Service, the terms of the Newspaper Service is governed by these Rules of Membership and your particular attention is drawn to Rule 20.

## 3. DESPATCH OF ITEMS

- 3.1 You shall stamp or print Your own Organisation name, DX Number and Exchange name on all Items despatched by You in the following style: “DX IRELAND, DX1, DUBLIN” or as the case may be, so that it is displayed prominently on the front of the Item and is clearly distinguishable from the addressee’s name, DX number & Exchange name. By Rule 7.3, DX reserves the right to charge You for noncompliance with this Rule or to open the item, for the purposes of determining the name and details of the sending member.
- 3.2 All Items shall be clearly marked in the centre of the Item with the name, DX Number and Exchange name of the Member to whom they are addressed. You shall be responsible for the delivery of Items and shall not

leave Items anywhere in an Exchange other than in the appropriate Member's Box, Onwards Box or Designated Area.

- 3.3 In relation to Tracked Mail, the Item must be labelled with a pre-purchased non refundable label supplied by DX at the current tariff price and used in accordance with the instructions supplied with the label.
- 3.4 Staff and independent contractors engaged by DX are not permitted to and shall not be required to or deemed to receive any Items on behalf of any Member.
- 3.5 You shall not send any Excluded Goods by the DX Service without the prior written agreement of DX. DX reserves the right to open and retain for further examination any Item which DX believes may contain Excluded Goods. If DX believes that the sending of any Item or its contents amounts to or may amount to a criminal offence it may pass such Item and/or its contents to the relevant authorities. DX also reserves the right to open for examination any Item that is not correctly addressed pursuant to the requirements of Rules 3.1 and 3.2 above.
- 3.6 Where agreed in writing with DX, DX may accept other Items for onward dispatch to a postal service provider. Where DX performs such a service for You it shall do so as agent for You and You shall be bound by the terms and conditions of that postal service provider. The postal service provider shall be responsible for the delivery of the Item and DX shall have no responsibility with respect to the delivery of the said Item.
- 3.7 DX accepts no responsibility for non DX Items which are inadvertently left by You in the Member's Box.
- 3.8 DX reserves the right to open for examination any Item considered by DX as Dead Mail, for the purpose of identifying either the sending Member or recipient Member. DX will be considered as a Data Controller for any Personal Data which may be processed as a consequence of this activity.
- 3.9 DX will only return or forward Dead Mail where in DX sole opinion the identity of the sender Member or recipient Member is sufficiently clear that the activity of forwarding or returning such Items, will not be in conflict with Data Protection Laws.
- 3.10 You acknowledge that any Dead Mail, which cannot be processed in accordance with Rule 3.8 and Rule 3.9, will be securely retained by DX for 90 (ninety) days after which DX will securely destroy such items if not claimed. DX will not be held liable in any way for Items destroyed as a consequence.

#### **4. RECEIPT OF ITEMS**

- 4.1 You shall clear Your Member's Box and collect all Items addressed to You and left in the Member's Box or Designated Area at the Your Exchange as soon as

reasonably practicable after the Exchange opens and in any event not less than once each Working Day.

- 4.2 You shall not refuse to accept delivery of an Item properly addressed to You pursuant to the Rules and placed in the Member's Box or left in the Designated Area at Your Exchange.
- 4.3 When an Item is sent by You to a Member in another Exchange then provided that delivery is made by depositing the Item in the appropriate Onwards Box in the despatching Member's Exchange or placing it in the Designated Area if the Item is too large to fit in the Member's Box or the Member's Box is full, before 5pm on a Working Day, delivery thereof shall be deemed to have been made to the receiving Member the following Working Day.
- 4.4 Upon delivery of an Item into the Member's Box at the Member's Exchange or placing it in the Designated Area if the Item is too large to fit in the Member's Box or the Member's Box is full, You shall be deemed to be in possession of such Item and shall be bound to accept proof of such delivery as proof of service on You in accordance with and subject to, where applicable, the Court Rules
- 4.5 If You receive an Item which is not addressed to You You shall forthwith cause that Item to be placed unopened in the correct Member's Box, Onwards Box or Designated Area, as appropriate.

#### **5. ADMITTANCE TO EXCHANGE**

Any person having a Member's Box key or other form of authority issued by DX in his possession will be admitted to the Exchange and the possession of the key or other form of authority issued by DX shall be sufficient evidence so far as DX is concerned that such person is a Member or is the authorised representative of a Member and DX shall be under no obligation to make further enquiries. DX, whether by itself or by its employees, representatives or agents, reserves the right to prohibit entry to any person not producing the correct key or other form of authority issued by DX on request. It is Your responsibility to ensure that Your Member's Box key does not come into the possession of unauthorised third parties. You shall notify DX forthwith if Your Member's Box key is lost or stolen.

#### **6. TITLE**

Title to the Member's Box, Member's Box key, and any other property issued to You by DX shall remain with DX.

#### **7. CHARGES**

- 7.1 The fee charged for the first year's subscription shall be the amount set out in Your Application Form completed by You and accepted by DX pursuant to Rule

- 2.1, subject to adjustment as specified in Rules 7.2 and 7.3 below.
- 7.2 DX reserves the right to levy additional charge or charges as determined by DX. The additional charge or charges may arise as a result of a standard subscription charge increase, or if the actual usage or prior usage exceeds the projected usage whether or not Your current subscription has been paid.
- 7.3 If any Item You send by the DX Service which does not comply with Rule 3.1 You shall pay to DX an additional charge of €1 (one euro) per item or the actual cost incurred by DX thereby, whichever is the greater.
- 7.4 The fee charged for each subsequent year's subscription shall be fixed in advance by DX at its absolute discretion but can be adjusted in accordance with Rules 7.2 and 7.3 and DX shall notify You in writing (or email) of its next year's subscription. If You consider that the next year's subscription is unacceptable, You shall notify DX in writing within 14 days of receipt of such notification giving reasons why it considers the subscription to be unacceptable. DX will carefully consider Your representations, if appropriate in discussion with You, and shall notify You of its decision. If You do not then exercise Your right to terminate Your membership pursuant to Rule 8.4 Your membership shall be renewed for a further year and DX will invoice You in advance for the next year's subscription, which You shall pay in accordance with Rule 7.5.
- 7.5 All invoices rendered to You by DX shall be paid within 14 days of the date of the invoice. If You fail to make payment within such time DX shall be entitled to charge You interest (both before and after any judgement) on the amount unpaid at the rate of 3% per annum above Allied Irish Banks plc base rate applicable from time to time until payment in full is made.
- 7.6 DX reserves the right to charge You for any additional services provided by DX outside of the DX Service where DX agrees to carry out such services in writing.
- 8. TERMINATION**
- 8.1 DX shall have the right at its absolute discretion and without giving any reason therefor to terminate Your membership at any time without notice but if it does so it shall refund pro-rata any subscription charge paid by You in advance, after deducting any monies (together with any interest thereon pursuant to Rule 7.5) due to DX.
- 8.2 If You default in payment of Your subscription charge or any other charges, DX shall have the right to (a) suspend provision of the services with immediate effect; and (b) terminate Your membership on the expiry of 14 days written notice given to You by DX in which case You shall not receive any refund pursuant to Rule 8.1.
- 8.3 If DX closes an Exchange or an Exchange shall cease to operate for whatever reason DX will as soon as reasonably practicable provide in its absolute discretion either a suitable alternative Exchange location, or alternative DX Service. For the purposes of this Rule a suitable alternative Exchange' shall mean an Exchange located within a radius of 3 miles from the original Exchange. If DX fails to so provide such an alternative DX Service or alternative Exchange location, DX shall refund You pro-rata any subscription paid by You in advance, after deducting any monies (together with any interest thereon pursuant to Rule 7.5) due to DX.
- 8.4 You may terminate Your membership by giving DX notice in writing of Your intention so to do within 14 days after receipt of notification in writing (or email) of Your next year's subscription charge or within 14 days of notification of DX's decision pursuant to Rule 7.4. In the event of termination by You under this Rule 8.4 You shall not be entitled to any refund in respect of any subscription paid in advance and will not be released from any obligation to pay any fees due.
- 8.5 For the avoidance of doubt, following termination of Your membership by DX or You or if the subscription fees and/or other charges are not paid by You within the period specified in Rule 7.5, DX shall be under no obligation to carry or deliver any Items left at an Exchange, Members Box, Onward Box, Designated Area or any other area and DX may at its absolute discretion elect to (i) deliver any such Items to the addressee or (ii) return any such Items to You (iii) permit the sender to collect such Items from a DX Exchange or service centre designated by DX during the normal operating hours. In each case, DX may first retain such Items for as long as it considers necessary and DX reserves the right to levy an additional charge or charges in respect of all such Items (which may include an administration charge and a surcharge) and may require such charges and all outstanding subscription fees and interest due under these Rules to be paid before such Items are delivered or released for collection. Where any amounts requested by DX under this Rule have not been paid within 21 days of the request for payment by DX, DX may otherwise deal with or dispose of such Items at its discretion without incurring any liability.
- 8.6 Upon termination or expiry of Your membership, Your access to the DX Exchange Portal shall cease immediately.

## 9. EXCLUSION AND LIMITATION OF LIABILITY

- 9.1 You acknowledge that the value and contents of any Item and also the amount of losses which may be suffered by You if the Item is lost, stolen, damaged or delayed are only known to You and that the amount of compensation payable by DX for any loss of or damage to a Item is limited to the amounts set out in Rule 9.3. In view of this, DX advises and You agree that You have been advised to maintain adequate insurance on an "all risks" basis in respect of any Item for its full value. You further acknowledge that the subscription fee and any other charges for the DX Services reflect the limitations on liability and that under the circumstances the limitations are reasonable. You further acknowledge that the delivery to the Exchange and collection of Items from the Exchange by You is Your responsibility and DX does not know when an Item has been sent or received by You.
- 9.2 Subject to Rule 9.8, DX shall be liable to You for the loss of or damage to any Item which is caused solely and directly by the negligence of DX whilst the Item was in the custody of DX
- 9.3 Subject to Rule 9.4, 9.6 and 9.8 and Your compliance with the procedures specified in Rule 9.4(g), the liability of DX:
- (a) in respect of any one Item or part thereof shall be limited to the lower of (i) €13 per item or (ii) the amount of loss or damage actually sustained in respect of that Item; and
  - (b) For all claims made by You pursuant to these Rules (and all services provided pursuant to these Rules), DX's liability is limited to €10,000 in the aggregate in any one calendar year.
- 9.4 Subject to Rule 9.8, DX shall not be liable to You or any other person for any and all:
- (a) indirect, special or consequential loss or damage (which shall be deemed to include, without limitation, any loss relating to delay or misdelivery); or
  - (b) loss of profits, turnover, revenue, contracts, savings or anticipated savings or business opportunities, loss, damage or corruption to data or damage to goodwill or reputation (in each case whether direct or indirect); or
  - (c) losses resulting from a Force Majeure Event;
  - (d) loss or damage caused to an Item which cannot be shown to have occurred whilst such Item was within the care, custody and control of DX or its employees, agents or contractors;
  - (e) damage caused to an Item unless such damage is evidenced by crushing, piercing, water damage, or other damage to, or deterioration of, the outer packaging of such Item which is apparent to the naked eye (and You are required to retain the packaging to provide evidence of such damage);
- (f) liability arising from or caused by an action or omission by You or your agents and representatives; or
  - (g) claims which are not notified in writing to DX within five (5) Working Days of the date on which You knew or ought reasonably to have known of the circumstances giving rise to such claim and in any event within thirty (30) days of the date of despatch of the Item to which the claim relates or where You fail to return the DX claim form with 14 days of receipt; or
  - (h) the loss of or damage to any Item that is collected from an Exchange by a third party (which for the avoidance of doubt shall include, but not be limited to, a courier engaged by You for such purpose).
- 9.5 The limitations set out in Rule 9.3 shall apply regardless of whether You notify DX of the possibility of any greater losses.
- 9.6 DX shall not be under any liability whatsoever and howsoever arising (including without limitation by breach of contract or negligence) to You or any other person in respect of Excluded Goods.
- 9.7 DX will so far as is reasonably practicable ensure that Your details shown in the Directory are correct but does not give any warranty to that effect.
- 9.8 Nothing in these Rules shall limit either party's liability for:
- (a) death or personal injury caused by its negligence, or that of its employees, agents or contractors (as applicable);
  - (b) fraudulent misrepresentation; or
  - (c) any other act or omission, liability for which may not be excluded or limited under the applicable law.
- 9.9 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by the applicable law, excluded by these Rules.

## 10. MEMBER'S INDEMNITY AND WARRANTY

- 10.1 You shall indemnify and hold DX harmless in respect of any breach by You of Your obligations under these Rules, in particular but without limitation Rules 3.4, 4.5 and 5.
- 10.2 You shall indemnify and hold DX harmless in respect of all third party claims arising directly or indirectly from Your use of the DX Service, Tracked Mail Service, DX To You, the DX Exchange Portal and the DX Mailshot Service.
- 10.3 You shall notify DX in writing of any merger or amalgamation with another Member within 7 days of the occurrence thereof.

## **11. ALTERATION TO RULES**

The Rules may be added to or amended by DX at the absolute discretion of DX and DX will publish on the DX website ([www.dxdelivery.com](http://www.dxdelivery.com)) any amendments to the Rules 1 (one) month before their implementation and You shall be bound by these Rules as so added to or amended.

## **12. MEMBERS ONLY**

12.1 You shall not use the DX Service on behalf of any party who is not a Member and shall not invite or authorise any non-Member to use the DX Service. You may use the DX Service only for Your own business.

12.2 The DX Group companies shall have the benefit of and may enforce the contract between DX and You, otherwise no third party shall be entitled to enforce any term of the contract between the parties. The parties shall not require any third party's consent to vary the contract between the parties.

## **13. APPLICABLE LAWS**

13.1 These rules shall be construed in accordance with and governed by the laws of the Republic of Ireland.

13.2 Any dispute arising under or in connection with these Rules, the DX Services shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland to which the Parties submit.

## **14. SEVERABILITY**

Each of the provisions of these Rules is severable. If any such provision is held to be or becomes illegal, invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in these Rules and shall have affect or impair the legality, validity or enforceability of these Rules.

## **15. WAIVER**

No failure or delay by DX in exercising any right, power or privilege under these Rules shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

## **16. NOTICE**

Any notice to be given or required or permitted to be given by either party to the other under these Rules shall be in writing (or email) and shall be deemed to have been duly given if sent or delivered to the party concerned at i) the DX Number and Exchange allotted to You or ii) by post to Your registered office (or last known postal address if no registered office) or iii) Your last known email address.

## **17. TRACKED MAIL SERVICE**

17.1 The Tracked Mail service provided by DX is an additional service exclusive to DX Exchange Members. These Rules of Membership and the definitions contained therein apply to the Tracked Mail service subject to this Rule 17 which applies only to Items sent by the DX service to which Tracked Mail labels have been attached.

17.2 Use of the Tracked Mail service provides You with proof of delivery where requested to the recipient Member's Exchange. To use the Tracked Mail service You must purchase non-refundable pre-paid labels supplied by DX at the current tariff price and use them in accordance with the instructions supplied. For the avoidance of doubt, Tracked Mail must be labelled with a pre purchased Tracked Mail Label.

17.3 Tracked Mail delivered to an Exchange by You before 5pm shall be delivered to the recipient's Exchange before 9am on the working day following day of collection.

17.4 If DX fails to deliver in accordance with this Rule 17, compensation can be claimed for up to twice the cost of the pre-paid label provided that the item has been scanned at collection into the DX network at the Exchange. No compensation will be paid when: i) the Item is incorrectly or incompletely addressed; ii) the Item does not contain a current DX address; or iii) the Item is not otherwise in compliance with the Rules.

## **18. DX TO YOU SERVICE**

18.1 The DX To You service provided by DX is an additional service exclusive to DX Document Exchange Members. These Rules of Membership and the definitions contained therein apply to the DX To You service subject to this Rule 18.

18.2 You and DX may agree times for collection and delivery. These times are estimates, and You agree that DX will not be liable for any delay in collection or delivery of any Item.

18.3 The fee for the DX To You service is in addition to Your DX Service subscription fee. DX shall be entitled to review and increase the fee for the DX To You service on an annual basis. You will be given reasonable notice of any changes to the fee payable for the DX To You service (subject to Rule 7).

18.4 You may terminate the DX To You service by giving DX notice in writing of Your intention so to do within 14 days after receipt of notification in writing (or email) of next year's subscription or within 14 days of notification of DX's decision pursuant to Rule 7.4. In the event of termination by You under this Rule 18.4. You shall not be entitled to any refund in respect of any subscription paid in advance and will not be released from any obligation to pay any fees due.

- 18.5 DX may terminate the provision of the DX To You service provided that DX follows the terms and procedures in Rule 8.
- 18.6 You shall ensure that access to the premises at the Agreed Address is granted to the DX courier and any other person authorised by DX for the purposes of carrying out the DX To You service. You shall ensure that the areas to be accessed by the DX courier are kept tidy and safe at all times and shall ensure that all Items for collection are secured in the sack provided by DX (if any) and made available for collection before the agreed time for collection. In the event that the DX courier is unable to access the premises at the Agreed Address for whatever reason, the DX courier shall not be required to repeat the collection or delivery until the next Working Day.
- 18.7 Where an Item is addressed to You in accordance with the Rules, delivery to the Agreed Address by the DX courier shall constitute delivery to Your Member's Box or Designated Area in a Member's Exchange for the purpose of Rules 4.2 and 4.4. Where You are sending an Item, collection from the Agreed Address by the DX courier shall constitute delivery into the Onwards Box (or the An Post if applicable) for the purpose of Rules 4.3, 4.4. and 4.5.

#### **19. MEMBERS BENEFIT- MAILSHOT SERVICE**

- 19.1 The Mailshot service provided by DX is an additional service exclusive to DX Document Exchange Members. These Rules of Membership and the definitions contained therein apply to the Mailshot Service subject to this Rule 19 which applies only to items sent using the DX Mailshot Service.
- 19.2 Should You choose to utilise the Mailshot Service then You must complete the Mailshot Notification form available from Your account manager as amended from time to time, and return the Mailshot Notification form to DX by email as set out on the Mailshot Notification form.
- 19.3 You agree that a minimum of 48 Hours' notice must be given to DX in writing or by email DX will use reasonable endeavours to deliver the mailshot over 2 working days from the date of receipt of the mailshot and;
- 19.4 You agree that the fee for the Mailshot Service is separate from Your subscription and is billed as per usage; and
- 19.5 All mail must be correctly addressed showing clearly the recipients DX and Exchange. You agree that you will not include postal addresses.

#### **20. MEMBERS BENEFIT- NEWSPAPER SERVICE**

- 20.1 The Newspaper Service provided by DX is an additional service exclusive to DX Document Exchange

Members. These Rules of Membership and the definitions contained therein apply to the Newspaper Service subject to this Rule 20 which applies only to the DX Newspaper Service.

- 20.2 Should You choose to utilise the Newspaper Service then You must complete the Newspaper Service application form available from Your account manager as amended from time to time, and return to DX by email or post as set out on the Newspaper Service application form.
- 20.3 You agree that you must order a copy of the Irish Times in order to be eligible for €100 reduction per annum from Your subscription and You acknowledge that the €100 reduction from Your subscription fee per annum is calculated pro-rata.
- 20.4 The agreement between You and DX for the Newspaper Service is for an initial probationary period of 1 month from the date of commencement of delivery of the newspaper to You. Thereafter, the Agreement between You and DX for the Newspaper Service will be extended automatically unless the Newspaper Service is terminated by either party at any time by giving no less than 1 months' prior written notice to the other party.
- 20.5 The annual charge for the Newspaper Service will be based on 251 working days. You will be invoiced for any newspapers ordered by You one month in advance.
- 20.6 The fee for the Newspaper Service is separate from Your subscription and is billed as per each newspaper ordered by You.
- 20.7 You agree that You will pay the fees for the Newspaper Service to DX within 14 days of the date of the invoice.

#### **21. DATA PROTECTION**

- 21.1 The Parties shall each comply with their respective obligations under the applicable Data Protection Laws.
- 21.2 In respect of any Personal Data to be processed by DX acting as Data Processor pursuant to this Agreement for which You are a Data Controller, the Data Processor shall:
- (a) Provide appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk;
  - (b) Engage sub-processors where necessary to fulfil any requests of the Data Controller (including but not limited to in connection with the purposes set out in Rule 21.5 below);
  - (c) DX shall only process personal data to perform its obligations under this Agreement or other

documented instructions and for no other purpose save to the limited extent required by law;

- (d) On termination of this Agreement, at the Data Controller's option either return or destroy the personal data (including all copies of it) immediately, save that the Data Processor may retain copies of such personal data for the time period set out in Rule 21.5.1 or for the minimum retention period required by applicable law;
- (e) Ensure that all persons authorised to access the personal data are subject to obligations of confidentiality;
- (f) At the cost of the Data Controller which shall include DX's cost, make available to the Data Controller information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and allow for and contribute to audits, including inspections (with any such inspections not to exceed one per calendar year), conducted by the Data Controller or another auditor mandated by the Data Controller; provided that, in respect of this provision the party carrying out the audit/inspection shall agree to any confidentiality/ security obligations required by the Data Processor, and the Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes Data Protection Laws;
- (g) At the cost of the Data Controller taking into account the nature of the processing, provide assistance to the Data Controller, insofar as possible, in connection with the fulfilment of the Data Controller's obligation to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;
- (h) At the cost of the Data Controller provide the Data Controller with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Data Controller, taking into account the nature of the processing and the information available to the Data Processor;
- (i) Notify the Data Controller without undue delay (and in any event, within 24 hours of becoming aware of a security breach in respect of Personal Data that it processes on behalf of the

Data Controller) in writing if the Data Processor becomes aware of a Data Breach; and

- (j) Maintain a record of its processing activities in accordance with Article 30(1) of the GDPR.
- (k) DX shall not be considered a Data Controller or Data Processor for any personal and/or Sensitive Data that is contained within an Item that is being delivered and/or collected from the Designated Area. DX shall be considered a Data Controller in relation to any Personal Data processed subject to Dead Mail, pursuant to Rule 3.8. DX shall be considered a Data Processor in relation to any Personal Data processed subject to Rules 3.1 and 3.2.

#### 21.3 DATA CONTROLLERS OBLIGATIONS

- (a) In addition and pursuant to Rule 21.1 above and subject to Rule 4.5, if the Data Controller has an Item or Items delivered to their premises by DX and the Data Controller is not the correct recipient the Data Controller must not open the Item or Items and must contact DX immediately.
- (b) Subject to Rule 21.3 if the Data Controller open the Item or Items that is not addressed to the Data Controller, the Data Controller has committed a Data Breach and must notify the correct recipient of the intended Item of such Data Breach.
- (c) Subject to Rule 21, DX shall not be liable for any Data Breach occurring as a result of the actions of the Data Controller.

#### 21.4 INTERNATIONAL DATA TRANSFERS

- (a) In respect of any Personal Data to be processed by a party acting as Data Processor pursuant to this Agreement for which the other party is Data Controller, the Data Processor shall be permitted to transfer the Personal Data outside the EEA or to an international organisation subject to Rule 21.4(b) and Rule 21.4(c) below:
- (b) If it ensures appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws, in respect of which the Data Controller grants permission for the Data Processor to enter into 'Standard Contractual Clauses' (contractual clauses provided by the European Commission with the purpose of safeguarding Personal Data when it is transferred from a Data Controller inside the EU to a Data Processor outside the EEA) on its behalf.
- (c) Documenting and evidencing the protections and adequate safeguards in Rule 21.4(b) above and allowing the Data Controller access to any relevant documents and evidence.



**21.5 DETAILS OF PROCESSING ACTIVITIES**

21.5.1 The following table sets out the details of processing as required by Article 28 of GDPR:

Purposes for which the Personal Data shall be processed	The purpose of processing of the data is to deliver/ collect goods to/from the Designated Area.
Description of the categories of the data subjects	Some mail is sent to the members of the public who are also a Member.
Description of the categories of Personal Data	(as applicable) name and address,
The envisaged time limits for erasure of the different categories of Personal Data	<p>DX retains personal data no longer than necessary and only for the purposes it was obtained for. We review the length of time we keep personal data by:</p> <ul style="list-style-type: none"> <li>a. Considering the purpose or purposes we hold the information for in deciding whether (and for how long) to retain it;</li> <li>b. Securely delete information that is no longer needed for this purpose or these purposes; and</li> <li>c. Update, archive or securely delete information if it goes out of date.</li> </ul> <p>There may be a requirement to retain data for longer periods due to regulatory requirements and these are outlined in our Privacy Notice which can be accessed here: <a href="https://www.dxdelivery.com/legal/privacy-policy/">https://www.dxdelivery.com/legal/privacy-policy/</a></p>
General description of technical and organisational security measures	<p>Access control Firewall System backup</p> <p>Authorised person delivers and/or collects Items from the Designated Area.</p>
Authorised Sub-Processors Categories of sub-processors who will process Personal Data	<p>Delivery sub-contractors</p> <p>The type of service selected, destination location of the Member’s Designated Area and any changes requested by the Member will influence which</p> <p>Sub-processors are necessary to complete the collection and/or delivery to the Designated Area. This category of sub-processors includes DX’s self-employed drivers, selected third-party</p> <p>Delivery partners and master sub-contractors where necessary to complete the collection and/or delivery of the Item in accordance with the particulars of the service outlined in Rules of Membership.</p>

**22. ANTI-BRIBERY**

DX is part of the DX Group, and the parent company of the DX Group is a UK based company. As a result, both parties shall during the term of the Contract:

- (a) have and shall maintain in place its own policies and procedures to ensure compliance with the relevant requirements of the applicable laws, statutes and regulations including without limitation those relating to anti-bribery and anti-corruption (including adequate procedures under the Bribery Act 2010) and anti-slavery (including under the Modern Slavery Act 2015) and will enforce them where appropriate; and
- (b) Promptly report to the other any request or demand for any undue financial or other advantage of any kind given or received in connection with the membership.