

66Degrees Data Services

Addendum to Terms and Conditions

Effective Date: February 2026

Company Information

66Degrees is a trading name of The Marketing Junction Ltd

- Company Number: 06634441
- Registered Office: 124 City Road, London, England, EC1V 2NX
- ICO Registration Number: ZA276147
- Contact: hello@themarketingjunction.com

1. Application of Terms

1.1 Dual Terms Application

This Addendum applies specifically to business contact data services provided under the 66Degrees trading name. When purchasing data services from 66Degrees:

a) Both sets of terms apply:

The Client must read and comply with both The Marketing Junction Ltd Terms and Conditions of Business Consultancy Services (currently Version 20, or any subsequent version in force) AND this 66Degrees Data Services Addendum.

b) Precedence:

In the event of any conflict between The Marketing Junction Terms and this Addendum, this Addendum shall take precedence for data services only.

c) Incorporation:

All provisions of The Marketing Junction Terms are incorporated by reference and apply to data services unless expressly modified by this Addendum.

1.2 Definitions

For the purposes of this Addendum:

- "Data Services" means the provision of business contact data, including business email addresses, names, job titles, company information, and related professional contact information.
- "Data" means the business contact information provided by 66Degrees to The Client.
- "Delivery" means the transmission of Data to The Client by electronic means (email, file transfer, API, or other agreed method).

2. Payment Terms for Data Services

2.1 Payment in Full Before Delivery

ALL DATA SERVICES MUST BE PAID FOR 100% IN ADVANCE BEFORE ANY DATA IS DELIVERED.

The Client acknowledges and agrees that:

- No Data will be provided until full payment (including VAT where applicable) has been received and cleared in 66Degrees' bank account.
- Payment must be made by direct debit, bank transfer, or other method approved by 66Degrees.
- 66Degrees reserves the right to refuse service or cancel orders at its sole discretion.

2.2 VAT

All prices quoted are exclusive of VAT.

a) UK-based businesses:

If The Client is a UK-registered business, VAT at the prevailing rate (currently 20%) will be added to all invoices.

b) Non-UK businesses:

VAT treatment will depend on the location of The Client and applicable tax rules. The Client is responsible for understanding their VAT obligations.

c) Accuracy of Information:

The Client must provide accurate VAT registration details where applicable. Any additional VAT charges arising from incorrect information provided by The Client shall be borne by The Client.

2.3 No Refunds

66DEGREES DOES NOT OFFER REFUNDS FOR DATA SERVICES EXCEPT AS PROVIDED BELOW.

The Client acknowledges and accepts that once Data has been delivered, no refunds will be provided for any reason, including but not limited to:

- Dissatisfaction with data quality
- Email bounce rates
- Out-of-date information
- Incomplete datasets
- Changes in The Client's requirements
- The Client's inability to use the Data
- The Client's breach of data protection laws

Payment is non-refundable even if The Client has not yet used the Data or decides not to use it. The Client accepts full responsibility for verifying their requirements before placing an order.

Exception for Fundamentally Incorrect Data:

66Degrees will provide a full refund only if the Data delivered is fundamentally different from what was ordered, such that it has no reasonable utility for the stated purpose. This applies only where:

- The geographic scope is completely wrong (e.g., Australian contacts when UK contacts were ordered)
- The industry/sector is completely wrong (e.g., healthcare contacts when technology contacts were ordered)
- The seniority level is entirely wrong (e.g., junior staff when C-level executives were ordered)
- The data format or fields are entirely incompatible with what was specified

This exception does NOT apply to: partial inaccuracies, quality issues (bounce rates, out-of-date contacts), incomplete data, or data that is lower quality than expected but still matches the basic description.

To claim under this exception, The Client must: notify 66Degrees in writing within 24 hours, provide specific evidence showing the Data is fundamentally wrong, not have used any portion of the Data, and return or certify deletion of all Data received.

66Degrees may, at its sole discretion, offer replacement Data instead of a refund.

3. Restrictions on Data Use

3.1 Prohibition on Resale and Redistribution

THE CLIENT IS STRICTLY PROHIBITED FROM RESELLING, REDISTRIBUTING, OR SHARING THE DATA WITH ANY THIRD PARTY.

Specifically:

a) No Resale:

The Client shall not sell, license, or otherwise provide the Data to any third party in exchange for payment or other consideration.

b) No Redistribution:

The Client shall not share, transfer, or make available the Data to any third party, whether for free or for payment.

c) No Third-Party Sharing:

The Client shall not provide access to the Data to any person or entity outside of The Client's own business organization.

d) Internal Use Only:

The Data may only be used internally by The Client's employees and contractors who have a legitimate business need to access it for purposes directly related to The Client's business operations.

3.2 Permitted Internal Sharing

The following internal sharing is permitted:

a) Employees:

The Client may share the Data with employees of The Client's organization who require access for legitimate business purposes (e.g., sales, marketing, recruitment).

b) Subsidiaries:

The Client may share the Data with wholly-owned subsidiaries of The Client, provided: (i) The Client notifies 66Degrees in writing of such sharing, (ii) The subsidiary agrees in writing to be bound by these terms, and (iii) The Client remains fully liable for any breach by the subsidiary.

c) Contractors:

The Client may share the Data with contractors or service providers who are working directly on behalf of The Client, provided: (i) Such contractors/providers are bound by written confidentiality agreements, (ii) The Data is used solely for work on behalf of The Client, and (iii) The Client remains fully liable for any breach by such parties.

3.3 Penalties for Breach of Restrictions

IF THE CLIENT BREACHES THE RESTRICTIONS IN SECTIONS 3.1 OR 3.2, THE CLIENT SHALL IMMEDIATELY PAY 66DEGREES:

a) Resale or Redistribution Fee:

An amount equal to 200% (two times) the original cost paid for the Data (the 'Base Fee'), PLUS

b) Administrative Fee:

An additional £2,000 to cover 66Degrees' administrative costs, investigation, legal review, and enforcement efforts, PLUS

c) Per-Breach Fee:

If the Data has been shared with or sold to multiple parties, the Base Fee shall be multiplied by the number of separate parties who received the Data.

d) Legal Costs:

The Client shall reimburse 66Degrees for all reasonable legal costs and expenses incurred in enforcing this provision or investigating the breach.

e) Injunctive Relief:

66Degrees reserves the right to seek injunctive relief to prevent further distribution of the Data.

Example Calculation:

- Client purchases Data for £5,000
- Client resells Data to 3 separate third parties
- Penalty = (£5,000 × 200% × 3 parties) + £2,000 admin + legal costs
- TOTAL = £30,000 + £2,000 + legal costs = £32,000 minimum

These penalties are liquidated damages representing a genuine pre-estimate of 66Degrees' losses, including lost revenue, damage to business relationships, costs of investigation, reputational harm, and administrative burden.

4. Data Quality and Accuracy

4.1 Data Provided 'As Is'

THE CLIENT ACKNOWLEDGES AND ACCEPTS THAT:

a) No Guarantees:

66Degrees makes NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES of any kind regarding:

- The accuracy of the Data
- The completeness of the Data
- The currency or up-to-date nature of the Data
- The deliverability of email addresses
- The validity of telephone numbers
- The current employment status of individuals
- The continued existence or trading status of companies

b) Best Efforts Basis:

Data is sourced and provided on a 'best efforts' basis from publicly available sources and third-party providers as available at the time of delivery.

c) Public Source Limitations:

The Client acknowledges that:

- Data is gathered from publicly available sources which may be out of date
- Individuals may have changed roles, companies, or contact details
- Companies may have ceased trading, merged, or been acquired
- Email addresses may be inactive, changed, or may bounce
- Contact information may have been removed from public sources after collection

4.2 No Guarantee of Deliverability or Response Rates

a) Email Deliverability:

66Degrees makes no guarantee that:

- Email addresses will be deliverable
- Emails will not bounce

- Emails will reach the intended recipient
- Emails will not be marked as spam
- Any particular percentage of emails will be successfully delivered

b) Response Rates:

66Degrees makes no guarantee regarding:

- Response rates from contacts
- Engagement rates or conversion rates
- The suitability of contacts for The Client's purposes
- The commercial success of any marketing or sales campaigns

c) Data Aging:

The Client acknowledges that business contact data naturally degrades over time and that some portion of any dataset may be out of date at the time of delivery.

4.3 Estimated Accuracy Rates (Non-Binding)

For informational purposes only, 66Degrees estimates typical accuracy rates as follows:

- Email deliverability: 70-90% (but this is NOT guaranteed)
- Job title accuracy: 60-85% (but this is NOT guaranteed)
- Company accuracy: 75-95% (but this is NOT guaranteed)

These are estimates only and do not constitute warranties, guarantees, or contractual commitments.

4.4 Client's Verification Responsibility

The Client acknowledges that:

- It is The Client's sole responsibility to verify the accuracy and suitability of the Data for their purposes
- The Client should implement their own email validation and data verification processes
- 66Degrees recommends The Client maintains their own suppression list and respects opt-outs

5. Reporting Issues with Data

5.1 24-Hour Reporting Window

THE CLIENT MUST REPORT ANY ISSUES, CONCERNS, OR DEFECTS WITH THE DATA WITHIN 24 HOURS OF DELIVERY.

a) Notice Requirement:

Issues must be reported in writing to hello@themarketingjunction.com within 24 hours of the Data being delivered.

b) Specificity Required:

The Client must provide specific details of the issues, including:

- Nature of the problem (e.g., high bounce rate, incorrect data fields)
- Examples of problematic records
- Percentage of dataset affected (if known)
- Any supporting evidence

c) Late Reports:

Any issues reported after the 24-hour window will not be considered, and The Client shall be deemed to have accepted the Data in full.

5.2 66Degrees' Response to Issues

If The Client reports issues within the 24-hour window:

a) Investigation:

66Degrees will investigate the reported issues in good faith.

b) No Obligation to Replace or Refund:

66Degrees is under NO OBLIGATION to:

- Provide replacement data
- Provide additional data
- Issue any refund (as refunds are explicitly excluded under Section 2.3)
- Take any corrective action

c) Discretionary Goodwill:

66Degrees may, at its sole discretion, choose to:

- Provide replacement records

- Provide additional data to compensate
- Offer credit toward future purchases

d) No Liability:

Any goodwill gesture by 66Degrees does not constitute an admission of liability or establish any precedent or obligation for future cases.

5.3 Acceptance of Data

Payment of the invoice or failure to report issues within 24 hours constitutes full and final acceptance of the Data.

The Client shall be deemed to have inspected, verified, and accepted the Data as fit for purpose. The Client waives any right to subsequently claim defects, inaccuracies, or unsuitability. This acceptance is binding and final.

6. Limitation of Liability

6.1 Maximum Liability Cap

Notwithstanding any provision in The Marketing Junction Terms, for Data Services provided under this Addendum:

66Degrees' total aggregate liability to The Client for any and all claims arising out of or related to Data Services, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SPECIFIC DATA GIVING RISE TO THE CLAIM.

The Client acknowledges and accepts that they are purchasing Data 'as is' with limited warranties, and that 66Degrees' maximum liability is capped at the amount paid for the Data in question.

6.2 Excluded Losses

66Degrees shall have no liability whatsoever for:

- Loss of profits, revenue, business, or business opportunity
- Loss of anticipated savings
- Loss of goodwill or reputation
- Wasted expenditure
- Costs of procuring replacement data or services
- Any indirect, consequential, special, or punitive losses or damages

- Inaccurate, incomplete, or out-of-date Data
- Email bounces or undeliverable addresses
- Low response or conversion rates
- The Client's use or misuse of the Data
- Third-party claims arising from The Client's use of the Data
- Regulatory fines or penalties (see Section 7)

6.3 Exceptions to Limitation

Nothing in this Section 6 shall exclude or limit 66Degrees' liability for:

- Death or personal injury caused by 66Degrees' negligence
- Fraud or fraudulent misrepresentation by 66Degrees
- Any other liability that cannot be excluded or limited by law

6.4 Basis of Bargain

The Client acknowledges that:

- The limitations and exclusions in this Section 6 are reasonable and reflect the nature of Data Services
- The pricing of Data Services reflects these limitations of liability
- The Client has been advised to obtain appropriate insurance if they wish to mitigate risks
- The Client has had the opportunity to negotiate different terms but has chosen to accept these terms

7. Client's Obligations and Indemnity

7.1 Compliance with Data Protection Laws

THE CLIENT ACKNOWLEDGES AND AGREES THAT:

a) Client is Data Controller:

Once Data is delivered, The Client becomes the data controller under UK GDPR and is solely responsible for:

- Ensuring lawful processing of the Data
- Establishing a lawful basis for processing (e.g., legitimate interests, consent)
- Complying with all applicable data protection laws (UK GDPR, Data Protection Act 2018, etc.)
- Honoring data subject rights requests (access, erasure, objection, etc.)

- Maintaining appropriate security measures
- Notifying the ICO of any data breaches within 72 hours where required

b) Compliance with PECR:

If The Client uses the Data for electronic marketing (email, SMS, telephone), The Client must comply with the Privacy and Electronic Communications Regulations (PECR), including:

- Only contacting corporate email addresses for B2B marketing (without consent)
- Obtaining explicit opt-in consent before contacting personal email addresses
- Providing clear opt-out mechanisms in all communications
- Honoring opt-out requests immediately
- Checking against the Telephone Preference Service (TPS) for telephone marketing
- Not sending unsolicited spam

c) Client's Sole Responsibility:

66Degrees has no responsibility or liability for The Client's use of the Data or compliance with any laws.

7.2 Prohibition on Unlawful Use

The Client shall not use the Data for:

- Spamming or unsolicited bulk marketing in breach of PECR
- Harassment or malicious purposes
- Any unlawful activity
- Any purpose that violates data protection laws
- Contacting individuals who have opted out
- Consumer (B2C) marketing without appropriate consent

7.3 Full Indemnity for GDPR/PECR Breaches

THE CLIENT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS 66DEGREES, ITS DIRECTORS, EMPLOYEES, AND AGENTS AGAINST:

a) All regulatory fines, penalties, or sanctions imposed by the ICO or any other regulatory authority arising from The Client's use of the Data, including:

- GDPR fines (up to £17.5 million or 4% of global turnover)
- PECR fines and penalties
- Any other data protection or privacy-related fines

b) All third-party claims including:

- Claims by individuals whose data was in the dataset
- Claims for breach of privacy or data protection rights
- Claims for harassment or unsolicited marketing
- Claims for misuse of personal data
- Any other claims arising from The Client's use of the Data

c) All costs and expenses including:

- Legal fees and costs (on a solicitor-client basis)
- Investigation costs and regulatory correspondence
- Settlement costs, court costs and expenses
- Expert witness fees
- Time costs of 66Degrees' personnel (charged at £200/hour)

d) Reputational damage to 66Degrees arising from The Client's misuse of the Data

7.4 Indemnity Process

- Notification: 66Degrees will notify The Client promptly of any claim or regulatory action
- Control of Defence: 66Degrees may, at its sole discretion, control the defence of any claim
- No Settlement Without Consent: The Client shall not settle any claim without 66Degrees' prior written consent
- Immediate Payment: The Client shall pay all amounts due under this indemnity immediately upon demand

7.5 Client Acknowledgments

The Client acknowledges and confirms that:

- The Client has read and understood their obligations under UK GDPR and PECR
- The Client will establish and document a lawful basis for processing the Data
- The Client will implement appropriate technical and organizational security measures
- The Client will maintain their own suppression list and honor opt-outs
- The Client accepts full responsibility and liability for all use of the Data

8. Survival of Terms

The following provisions shall survive termination or expiration of any agreement between the parties:

- Section 3 (Restrictions on Data Use and Penalties)
- Section 6 (Limitation of Liability)
- Section 7 (Client's Obligations and Indemnity)
- Section 8 (Survival of Terms)
- Section 9 (Entire Agreement and Governing Law)

9. Entire Agreement and Governing Law

9.1 Entire Agreement for Data Services

This Addendum, together with The Marketing Junction Terms and Conditions, constitutes the entire agreement between the parties regarding Data Services and supersedes all prior agreements, representations, or understandings (whether oral or written).

9.2 Governing Law

This Addendum is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

9.3 Severability

If any provision of this Addendum is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid, or deleted if modification is not possible. The remaining provisions shall continue in full force.

10. Acceptance

BY PURCHASING DATA SERVICES FROM 66DEGREES, THE CLIENT CONFIRMS THAT:

- The Client has read and understood both The Marketing Junction Ltd Terms and Conditions AND this 66Degrees Data Services Addendum
- The Client agrees to be bound by all terms in both documents
- The Client accepts the Data 'as is' with no warranties and no right to refund
- The Client accepts full responsibility for compliance with UK GDPR and PECR
- The Client accepts the limitations of liability and indemnity obligations set out herein
- The Client is authorized to enter into this agreement and bind their organization

Contact Information:

Email: hello@themarketingjunction.com

Post: The Marketing Junction Ltd, 124 City Road, London, England, EC1V 2NX

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