

General Terms and Conditions for Updating of Internal Databases or Leased Address Lists with POSTADDRESS MOVE for One Time Publicity Use

§ 1 Scope

Post Adress' terms of use shall apply exclusively. Any contrary conditions of the Customer shall have no legal force. Post Adress performance of services, be it complete or partial, may not be construed as acceptance of such contrary conditions.

§ 2 Acceptance of Agreement

The Agreement shall take effect with Post Adress' acceptance of the offer. Acceptance shall be declared in writing. Countersigning of the order is sufficient.

Customer will keep save and not pass on to third parties passwords which it has received in the way of online use. Customer is liable for any misuse of the passwords.

§ 3 Prerequisites of Data Synchronisation

Data synchronisation may be performed only by the Post Adress service provider listed on reverse.

§ 4 Rights and Restrictions of Use of the Converted Addresses

The converted addresses may be used only one-time for promotional mailings. Long-term storage of the addresses converted by POSTADDRESS MOVE is not permitted.

In the event the customer intends to use the addresses multiple times, a separate written agreement must be entered into with Post Adress in this regard.

§ 5 Post Adress' Right to Examine / Contract Penalty

1. Post Adress will ensure compliance with the aforementioned use restrictions by implementing control addresses.
2. In case of culpable violation of the aforementioned obligations, the Customer agrees to pay a contract penalty to Post Adress for each case of non-compliance. The contract penalty shall be ten times the amount invoiced for the corresponding order, however, no less than EUR 10,000. This in no way affects Post Adress' right to assert more extensive damages.
3. The disprovable presumption of improper use of POSTADDRESS MOVE is established, if Post Adress can substantiate the presumption of an unlawful use of address(es) even by presenting only one address obtained during audit.

§ 6 Post Adress' Liability

1. The addresses are free from any defect in the sense of the warranty law, if they contain sufficient information, in order to be able to deliver mail to each individual address. A defect is only given, if any mail returns as to the sender. If any mail is returned to the sender Post Adress refunds the price for the defective address, as long as Post Adress is responsible for the defect. Post Adress does not have influence on whether a client fills out the forwarding form correctly or moves again or is listed correctly in public listings
2. Objections because of incorrect addresses must be communicated to Post Adress immediately after information by the customer. Post Adress has the right improve the address quality subsequently before the customer has the right to get any payment for possible damages.

3. Customer claims for compensation or expenditure are, independently which argument they are based on, are excluded with the following exceptions:

Post Adress liability is unlimited, if Post Adress or a legal representative acts wilfully or in gross negligence and also in case of personal injuries. In case of simple negligence Post Adress is only liable for the breach of substantial contract obligations. Liability for consequential damages is limited to typically foreseeable damages.

Product liability law remains unaffected.

§ 7 Costs

1. The Customer bears the costs which are incurred, if any, by the service provider for technical performance. The service provider indicated in the order is revocable authorised by Post Adress to collect payments on behalf of Post Adress. The Customer shall pay the service provider the current match price for each address updated in its database as pursuant to the invoices rendered by the service provider on behalf of . The invoice is due and payable net without any discounts within fourteen (14) days after receipt by the Customer.
2. Should Post Adress revoke the service provider's authority to collect, Post Adress will inform the Customer in this regard immediately. After receipt of the revocation, the Customer may settle invoices only with Post Adress directly, even if the invoice was rendered by the service provider.

§ 8 Additional Provisions

1. Post Adress is entitled to limit the scope of supply and services, provided data protection legislation makes this necessary. Post Adress shall inform the Customer in advance about this reduced scope of supply and services.
2. This agreement is governed by the laws of the Federal Republic of Germany. Place of jurisdiction is Gütersloh, Germany.