

General Terms and Conditions for Updating of Internal Databases or Leased Address Lists with Austrian Post's Relocation Database 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 Austrian Post's relocation database 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 Post Adress' relocation database 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. Post Adress ensures that the addresses have been collected with utmost care and attention. Since it is not entirely possible to eliminate recording errors completely, Post Adress does not guarantee the deliverability of every individual address. If an address change enquired over Post Adress' relocation database turns out to be undeliverable (for proof of undeliverability it is necessary to present the corresponding returned letter), Post Adress assumes liability only up to the amount of the agreed match price (0,40 Euros), provided that the undeliverability can be attributed of a recording error of Post Adress.

2. Post Adress does not assume liability for the deliverability of an indefinite address match.
3. The limitation of liability lapses if Post Adress has acted wilfully or carelessly or has caused personal injuries.
4. Liability for consequential damages is limited to typically foreseeable damage.

§ 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.