

General Terms and Conditions
for the permanent data comparison of own inventory data
with relocation addresses of the Swiss Postal Services
[Schweizerische Post]

Section 1 Scope

The Conditions of Use of Post Address shall apply exclusively. Any conditions of the Customer to the contrary shall be invalid. If Post Address provides services in whole or in part without express contradiction, this shall not constitute recognition of such conditions.

Section 2 Entry into force of the Agreement

The Agreement shall enter into force when written confirmation of the order from the Customer reaches Post Address.

Section 3 Rights of use and restrictions on use for the altered addresses

1. The Customer may only use the relocation addresses of the Swiss Postal Services to cleanse his own inventory data. In this context, the Customer undertakes to supply Post Address only with its own inventory data for cleansing.
2. Unless there is a written contractual agreement to the contrary, the updating of third party addresses and the previous supplementing of the Customer's address inventory with third party addresses for updating shall be prohibited. Third party or external addresses are addresses which, before updating, did not belong to the Customer. This shall apply in particular to addresses of natural and independent legal entities, as well as to affiliated companies in the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).
3. The Customer shall in general be free in the use of the updated addresses in its own address inventory. However, unless there is a written contractual agreement to the contrary, the Customer shall be expressly prohibited from providing a mere compilation of all or part of its updated relocation addresses to third parties, and from using own updated address inventory as the basis for updating the addresses of third parties. Third parties in this meaning are any natural persons or any legally independent entities, in particular also any legally independent Group companies (affiliated companies).

Section 4 Monitoring rights of Post Address/contract penalty

1. Post Address shall be authorized, on its own behalf or through a member of the consulting professions commissioned by it (lawyers, accountants, auditors), who is pledged to maintain secrecy, to check compliance with these Conditions of Use. The check may also be made in writing.
2. In the event of a culpable breach of the above rights of use and restrictions of use, the Customer undertakes to pay a contractual penalty to Post Address for every breach, whereby each singular act shall be deemed an individual breach. The contractual penalty shall amount to 10 times the billed amount for the relevant order, and at least EUR 10,000. Post Address reserves the right to assert further claims for compensation.

The disputable presumption for the misuse of the Swiss relocation addresses shall, among other things, always be considered to exist if Post Adress can substantiate the presumption of an unlawful use of an address by presenting a control address.

Section 5 Warranty

1. Post Adress gives an assurance that the addresses have been recorded with the greatest possible care. However, since recording errors can never be totally excluded, Post Adress shall not guarantee that post can be delivered to each individual address. If it is discovered that post can definitely not be delivered to a relocation address provided by the Swiss Postal Services, (submission of the relevant return documents is required as proof of undeliverability), Post Adress shall only be liable up to a figure of EUR 0.90, if deliverability is based on a recording error made by Swiss Postal Services.
2. The restriction on liability no longer applies if Post Adress has acted with gross negligence or intent or has caused personal injury.
3. Any liability for consequential damage shall be restricted to the losses to be anticipated in a typical case.

Section 6 Commissioned data processing

1. Post Adress shall perform the contractual address comparison with the Swiss relocation addresses for the Customer as a “commissioned data processor” and shall be strictly bound by the Customer’s instructions in relation to the data processing. Post Adress may only process or use the data within the framework of the Customer’s instructions (pursuant to Section 11 of the German Data Protection Act (Bundesdatenschutzgesetz, BDSG)). To this extent, the Customer shall be responsible to Post Adress for the correct recording and storage of the personal data. It shall release Post Adress from any claims of third parties which arise from processing carried out according to instructions.
2. Post Adress shall be entitled to have the address comparisons carried out by sub-contractors. The agreements to be made with the sub-contractors should be designed so that they correspond to the data protection provisions in these General Terms & Conditions.

Section 7 Delivery

1. After the address comparison has been performed, Post Adress shall return the data to the Customer or to the commissioned data processor that it has named in the order.
2. The delivery date specified in the order is a scheduled date and is dependent on when the Customer’s data reached Post Adress. Usually it refers to the week in which the delivery/service ordered is provided by Post Adress (assuming normal business developments). This in no way constitutes a fixed date in the meaning of the German Commercial Code (Handelsgesetzbuch, HGB)
3. The delivery date specified in the order describes the handover time of the physical objects to the transport company or the beginning of the service or data transfer by Post Adress to the commissioned data processor named in the order.

4. Delays for which the Customer or his vicarious agents are responsible (for example change requests, late supply or return of catalogs and/or materials, incorrectly supplied data or data which cannot be processed), shall lead to the delivery or service dates having to be postponed by a corresponding period of time, including an appropriate start-up period. The Customer shall not have any claim to the preferential processing of such orders.
5. Force majeure, labor disputes (strikes, lockouts) and other circumstances which are beyond the control Post Adress or of its vicarious agents/upstream suppliers shall lead to the delivery or service provision dates being extended by at least the duration of the obstruction.
6. If the delay exceeds a period of more than three months, the Customer shall be entitled to withdraw from the Agreement.
7. Possible claims for damages on the part of the Customer due to late delivery or service provision (damage caused by delay) shall, for the period of delay caused by Post Adress, be restricted to 0.5 percent for every complete week, but to a maximum of 5 percent of the net order value affected by the delay. This provision shall cover all claims for damages arising from delays or the Customer losing interest due to the delay. This shall not apply if Post Adress, its representatives or vicarious agents have acted with gross negligence or intent.

Section 8 Liability

1. The Customer is aware that for all participants using the Internet as a transfer route and even the use of SSL encryption does not or cannot constitute complete protection against unauthorized third parties who may obtain knowledge of data which is being transferred. The customer must accept this risk.
2. Post Adress shall be liable for the Customer's data losses if Post Adress or its vicarious agents have caused these data losses through gross negligence or intent and the Customer has ensured by its own data back-up before supplying the data that the data can be reconstructed at reasonable cost. If the Customer's data records change, it must also perform a data back-up in relation to the change.
3. In cases of force majeure and unforeseen events, for which Post Adress is not responsible and which require restrictions or the cessation of our business operations, we shall, for the duration of the obstruction and an appropriate start-up period, be freed from the duty of providing the service. A similar status to force majeure is held by fire, strikes, lockouts, the failure of telecommunications systems and other circumstances for which Post Adress is not responsible and which seriously restrict or render impossible the services provided by Post Adress, and this shall apply irrespective of whether the problems have arisen at Post Adress or at one of its vicarious agents.

Section 9 Costs

1. The charges payable to Post Adress shall be due in cash immediately upon receipt of the bill without reduction or discount.
2. If a premature termination of the Agreement is not the responsibility of Post Adress or if the Customer has ordered services and then not required them, Post Adress shall receive 60 percent of the charge agreed for the services which have not yet been performed. Post Adress

reserves the right to prove that it had fewer cost savings due to the reduced expense, but the Customer shall have the right to prove that Post Adress did not suffer any damage or that it was saved from greater expense.

3. The Customer shall be obligated to pay interest of 5 percent per annum on the sum payable from the day when it is able to use the service of Post Adress, if and as long as this payment has not been deferred (interest on use).
4. In the event of non-payment when payment is due, the Customer shall be deemed in default if a) the service period was fixed according to the calendar b) Post Adress warns the Customer that payment is due or c) even without a warning, 30 days after payment becomes due and upon receipt of a bill or a similar request for payment from Post Adress. If the Customer's payment is delayed, Post Adress shall be entitled to demand default interest amounting to 5 percent above the base interest rate. Commercial default interest rates may also be demanded for the same amount.
5. All the claims of Post Adress shall immediately become due for payment if the payment conditions are not complied with or if Post Adress becomes aware of circumstances which could reduce the Customer's creditworthiness. In these cases, Post Adress shall also be entitled to perform outstanding services only against payment in advance or to demand that appropriate security be provided.
6. If charges from Post Adress do not contain information on value-added tax, then the charge stated shall be a net charge to which VAT must be added at the valid statutory rate.

Section 10 Supplementary Agreement terms

The laws of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The place of jurisdiction shall be Gütersloh.