General Terms and Conditions
for Data Comparison with POSTADRESS CLEAN

I. General terms and conditions for data comparison with POSTADRESS CLEAN

Section 1 Scope

The conditions of use of Post Adress shall apply exclusively. Any conditions of the Customer to the contrary shall be invalid. Provision of services by Post Adress, in whole or in part, without express objection to such conditions shall not constitute acceptance thereof.

Section 2 Entry into force of the Agreement

The Agreement shall enter into force

1. when the Customer confirms their order after receipt of an e-mail message from Post Adress, or
2. if the Customer has authorised the service provider to conclude the Agreement, upon acceptance on the part of Post Adress.

The Customer shall be informed of entry into force of the Agreement.

Section 3 Conditions for data comparison

The data comparison can only be performed at the Post Adress service provider named overleaf. This assumes that the Customer will provide the address data which they wish to compare, offline and/or online to the named service provider for comparison.

Section 4 Customer's rights of use in the case of permanent cleansing of their own inventory data

1. Post Adress shall be entitled to verify compliance with the conditions of use contained in sections 3, 10 and 12, which may be undertaken either by Post Adress itself or by a member of the consulting professions bound to confidentiality (lawyer, tax advisor, chartered accountant).

2. If the Customer is guilty of non-compliance with the aforementioned conditions of use, the Customer undertakes to pay a contractual penalty to Post Adress for each individual case of non-compliance. The penalty shall amount to ten times the invoice total for the relevant order but no less than €2,500. Post Adress reserves the right to assert further claims for compensation.

If the Customer compares data using the online dialogue process, Post Adress shall, in addition, be entitled to store the data listed below in an online database for auditing purposes for a maximum period of one year:

1. Time and date of each Customer enquiry to the database.
2. All inventory addresses marked permanently in the Customer's data sets.

As each address has an internal ID number, each address enquiry can be assigned to the corresponding customers.

Express reference is made to section 9.

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Section 5   Liability

1. Post Adress assures that the invalid addresses have been recorded by Post Adress with the greatest possible care and diligence. Post Adress shall be responsible for ensuring the correct input of names and other address properties included in the factual information transferred to Post Adress. Factual information means information whether an address is invalid (for example a published obituary or a registration office notification) available at the time of the input. However, as input errors cannot be ruled out entirely, Post Adress shall only be liable in cases of intent or gross negligence and only up to the amount equivalent to the price per hit for each incorrect record.

2. Claims by the Customer for damages or reimbursement of expenses, regardless of their legal basis, shall be excluded with the following exceptions: Post Adress shall have unlimited liability if Post Adress, a legal representative of Post Adress or one of its vicarious agents is guilty of intent or gross negligence or in cases of personal injury. In cases of slight negligence, Post Adress shall be liable only where essential contractual obligations have been violated. Liability for lost profits, consequential damage due to defects or non-foreseeable damage shall be excluded even in cases of slight negligence.

Section 6   Price increase

If the Customer has placed an order for regular marking of their inventory data or for deletion of their own inventory data or addresses leased for advertising purposes for one-time use in advertising, Post Adress shall have the right to adjust the price per marked/deleted address during the term of the Agreement at its discretion.

Section 7   Costs

1. The Customer shall bear the costs of technical implementation (if any) at the service provider. The service provider named in the order shall be given revocable authorisation by Post Adress for collection on behalf of Post Adress. The Customer shall pay the service provider the relevant current price per hit for each enhanced address as specified on the invoices issued by the service provider on behalf of Post Address. Invoices shall be payable net within fourteen days after receipt by the Customer.

2. If Post Adress revokes the service provider's collection authorisation, Post Adress shall notify the Customer without delay. Following receipt of the revocation, any payments of invoice amounts by the Customer must be made directly to Post Adress even if the invoice was issued by the service provider.

Section 8   Termination of the Agreement

Where the Customer ordered the regular marking of their inventory data, the Agreement shall end automatically if for a year, or more than a year, no address comparison was carried out for the Customer. If the Customer then wishes to have their inventory data cleansed again, a new order must be placed for this.

Section 9   Supplementary terms of the Agreement

1. Post Adress shall be entitled to limit the scope of supply and services to the extent required under data protection law. Post Adress shall inform the Customer in good time of any reduction in the scope of supply and services due to requirements under data protection law.

2. The place of performance and jurisdiction shall be Gütersloh, Germany.

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II. Special terms and conditions for the permanent marking of the Customer's own inventory data with POSTADRESS CLEAN

Section 10   Customer's rights of use for the permanent marking of his own inventory data

1. The Customer may compare their inventory data once or on a regular basis with POSTADRESS CLEAN and mark the data with the appropriate information and then make unlimited use of the data marked in this way for his usual business transactions. The Customer shall not be permitted to make a separate selection of the invalid addresses and reuse them commercially as negative data for third parties.

2. The invalid addresses may only be used by the Customer for comparison with addresses of persons which they maintain in their own customer/potential customer database in a legally valid way, or to whom they have another kind of contractual relationship or a trust based relationship similar to a contract, who are customers or potential customers of the Customer or addresses of persons which they maintain in connection with their duties of post-contractual customer support.

3. The marked addresses may be transferred by the Customer into their own customer/potential customer database. The use of the invalid addresses acquired in this way shall only be permitted in the context of normal business mail and advertising campaigns of the Customer. Any separate selection of the marked addresses, individually or as a whole, for the purpose of marketing or other forwarding to third parties shall be excluded. Third parties in this sense are any natural persons or any legally independent entities, in particular also any legally independent Group companies (affiliated companies). Any intended forwarding of the addresses by the Customer to affiliated companies shall require the express written approval by Post Adress.

4. If the Customer is a member of a profession legally bound to confidentiality (lawyers, doctors, tax advisors etc.) or a collection office, the addresses may also be used on behalf of third parties (clients). However, this client-related use shall only be permissible if the clients also verifiably accepted the conditions of use of Deutsche Post Adress GmbH & Co. KG as stipulated hereunder. In the case of use of the addresses on behalf of third parties, the Customer must, if and where batch comparisons with POST ADRESS CLEAN are carried out, inform Post Adress in each case for whom the addresses are used unless the data transferred for comparison is indeed the Customer's own inventory data. Post Adress reserves the right to refuse comparisons for individual clients/principals. If the addresses are used in the context of the online dialogue enquiry or the ASP process, the notification for whom the addresses are used in each specific case may not be necessary, if no more than ten enquiries are made for one and the same client between 00:00 and 24:00 in each case. Irrespective of whether the addresses are used for third parties in the online dialogue/ASP process or in the batch process, before use on behalf of a client/principal, the Customer must effect their release from the confidentiality obligation to the extent that they shall be allowed to disclose to Post Adress the name of the client/principal and the legal relationship between the client/principal and the subject of the address enquiry for the purpose of audits under data protection law.

5. If and where the Customer compares addresses on behalf of third parties, they may use the marked data only and exclusively for the purposes of that third party in whose name they requested the comparison to be made. The Customer shall be expressly forbidden to use the addresses marked in this way using POSTADRESS CLEAN for their own purposes or the purposes of other third parties, unless agreed otherwise with the Customer in an individual case.

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Section 11 Payability of the penalty

The contractual penalty pursuant to section 4, paragraph 2, shall be payable also if the Customer transfers to the service provider any other addresses than his own inventory addresses.

III.   **Special terms and conditions for data comparison of Customer's own inventory data or leased address databases with POSTADRESS CLEAN for one-time use in advertising**

Section 12 Customer's rights of use in the case of address comparison for one-time use in advertising

The Customer may compare their address lists intended for their advertising mail-shot for one mail-shot each with POSTADRESS CLEAN in order to delete invalid address records in the address list. The cleaned address list shall not be returned to the Customer. The Customer shall not be given any information as to whether addresses are invalid or not.

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