

General Terms and Conditions for Data Comparison with Österreichische Post AG's Data on the Deceased and Non-Delivery Data

I. General provisions for data comparison with Österreichische Post AG's data on the deceased and non-delivery data

Section 1 Scope

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

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 by Post Adress.

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

Section 3 Conditions for the data comparison

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

Section 4 Monitoring rights of Post Adress/contractual penalty

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 adviser, chartered accountant).
2. In the event of a culpable breach of the conditions of use specified, the Customer undertakes to pay a contractual penalty to Post Adress for every breach, whereby each singular act shall be deemed an individual breach. 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 damages.
3. If the Customer carries out data comparison 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:
 - a. time and date of each Customer enquiry to the database
 - b. 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.

Section 5 Liability of Post Adress

1. Post Adress assures that the addresses have been recorded with the greatest possible care. Post Adress shall therefore only be liable for ensuring the correct input of names and other address properties included in the data on the deceased and non-delivery data from the sources available to Österreichische Post AG. 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 relevant amount equivalent to the price per hit for each incorrect record.

Regardless of their legal basis, claims by the Customer for damages or reimbursement of expenses shall be excluded with the following exceptions: Post Adress shall be fully liable 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 the regular cleansing of their inventory data, Post Adress shall have the right to adjust the price per cleansed 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 Adress. 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 cleansing of their inventory data, the Agreement shall end automatically if for a year, or more than a year, no comparison was carried out for the Customer. If the Customer then wishes to have their inventory data cleansed once more, 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.

I. Special provisions for the permanent cleansing of the Customer's own inventory data with Österreichische Post AG's database on the deceased and non-delivery

Section 10 The Customer's rights of use in the case of permanent cleansing of their own inventory data

1. The Customer may compare their inventory data once or on a regular basis with Österreichische Post AG's database on the deceased and non-delivery and enrich the data with the appropriate information and then make unlimited use of the data enriched in this way for their usual business transactions. The Customer shall not be permitted to make a separate selection of the addresses from the database on the deceased and non-delivery and reuse them commercially as negative data for third parties.
2. In addition, the Customer shall not be permitted to forward the addresses supplied to third parties. Third parties in this context are any legally independent legal persons/entities or any natural persons and in particular any companies affiliated to the Customer in the meaning of section 15 et seq. of the *Aktiengesetz* (AktG - German stock corporation act), including the parent company, if the customer is an independent or controlled company. Any intended forwarding of the addresses by the Customer to affiliated companies shall require the express written approval by Post Adress. This shall apply in particular to the Customer's amended inventory data.
3. 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 have 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 Österreichische Post AG's data on the deceased or non-delivery data are carried out, inform Post Adress in each case for whom the addresses are used, unless the data transferred for comparison are indeed the Customer's own inventory data. If the addresses are used in the context of the online dialogue inquiry 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 midnight and midnight the next day 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 as well as the subject of the address inquiry for the purpose of audits under data protection law.
4. 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 carried out. The Customer shall be expressly forbidden to use the data marked in this way using Österreichische Post AG's data on the deceased and non-delivery data for their own purposes or the purposes of other third parties, unless agreed otherwise with the Customer in an individual case.

Section 11 Payability of the contractual penalty

The contractual penalty pursuant to section 4 (2) shall also be payable if the Customer transfers to the service provider for comparison any other addresses than their own inventory addresses.

II. Special provisions for data comparison of the Customer's own inventory data or leased address databases with Österreichische Post AG's database on the deceased and non-delivery for one-time use in advertising

Section 12 The Customer's rights of use in the case of 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 Österreichische Post AG's database on the deceased and non-delivery in order to delete invalid address records in the address list. The cleansed 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.