

# Deutsche Post GT&Cs for the Premiadress product (as of September 1, 2024)

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## 1. Scope/contractual basis

- (1) These general terms and conditions (GT&Cs) shall apply to agreements with Deutsche Post AG (hereinafter "Deutsche Post") on the use of the PREMIUMADRESS product with the service features specified in section 3 (1).
- (2) Unless specified otherwise, Deutsche Post's AGB BRIEF NATIONAL (GT&Cs regarding domestic letters) and the Leistungen und Preise (services and prices) list shall also apply in their relevant valid versions; these are available for consultation at all retail outlets of Deutsche Post. The service specifications in the applicable version of the PREMIUMADRESS manual shall also apply. Deviating GT&Cs of the Customer shall not apply.
- (3) Amendments and additions to and the cancellation of agreements on PREMIUMADRESS shall be made in text form, except for the special agreement parts listed in Annex 3 to these agreements. Selected parts of the Agreement may also be adjusted online by authorized and authenticated users. Deutsche Post shall inform the Customer in text form (e.g., via e-mail/letter) of any changes to these GT&Cs and to prices. If the Customer does not submit to Deutsche Post a written objection within one month of receipt, these changes shall be deemed to have been accepted.

## 2. Formation of Agreement

- (1) The Customer must place an order according to Deutsche Post's sample for the services offered as PREMIUMADRESS services.
- (2) The Agreement shall enter into force with the Customer's order and subsequent acceptance by Deutsche Post. Acceptance shall take place by means of a confirmation e-mail from Deutsche Post to the e-mail address specified by the Customer. Acceptance or rejection of the order shall be at Deutsche Post's discretion. Service performance shall only start after the Customer has been notified of the release of the PREMIUMADRESS service by Deutsche Post. The release notification and the access data will be sent via e-mail to the agreed contact/legitimization recipient specified in Annex 2 to the order.

## 3. Rights and obligations of Deutsche Post

- (1) Deutsche Post shall provide the Customer upon registration with information regarding non-delivery and changes to addresses in respect of consignments posted by the Customer which comply with the requirements according to Section 4 (1) via a special online access on a Deutsche Post server; letters/postcards and Dialogpost items with envelope or in card form shall be returned to the sender, if requested. The Customer shall only be informed of address changes by Deutsche Post if the addressee has agreed

to the forwarding of their new address. The service is available in the following variants.

- PREMIUMADRESS Basis: Provision of information regarding non-delivery and relocations in the form of electronic data records. Dialogpost and Pressepost items shall be either destroyed or forwarded, depending on the service features of the relevant product. Undeliverable letters/postcards shall be destroyed by order of the Customer after an electronic record regarding the reason for non-delivery has been created and entered in the system taking into account the relevant statutory provisions and regulations.
- PREMIUMADRESS Plus: return of undeliverable letters/postcards and Dialogpost items with envelope or in card form according to the conditions laid out in Section 1 (2) and provision of information as for the PREMIUMADRESS Basis service variant.
- PREMIUMADRESS Hybrid: provision of information regarding relocations in the form of electronic data records for letters/postcards and Dialogpost items with envelope or in card form. Undeliverable letters/postcards and Dialogpost items with envelope or in card form shall be returned according to the conditions laid out in Section 1 (2).
- PREMIUMADRESS Fokus: return of letters/postcards and Dialogpost items except Dialogpost items without envelopes according to the conditions laid out in Section 1 (2), if the items are undeliverable or the addressee has moved, and provision of information as for the PREMIUMADRESS Basis service variant.
- PREMIUMADRESS Return: return of undeliverable letters/postcards and Dialogpost items with envelope or in card form according to the conditions laid out in Section 1 (2), if the items are undeliverable, without provision of information as for the PREMIUMADRESS Basis service variant.
- PREMIUMADRESS Return Extra: Return of letters/postcards and Dialogpost items with envelope or in card form according to the conditions laid out in Section 1 (2), if the items are undeliverable or if there is a redirection order due to a change of address, death and temporary absence without further information as for the PREMIUMADRESS Basis service variant.
- PREMIUMADRESS Report: provision of information regarding non-delivery in electronic form for letters/postcards, Dialogpost items and Pressepost items



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and destruction of Dialogpost items and Pressepost items according to the conditions specified in Section 1 (2). Undeliverable letters/postcards shall be destroyed by order of the Customer after an electronic record regarding the reason for non-delivery has been created and entered in the system taking into account the relevant statutory provisions and regulations.

The PREMIUMADDRESS Basis and PREMIUMADDRESS Report service variants are not permitted for letters and postcards that are made of materials or contain supplements not made of paper.

- (2) Deutsche Post shall keep the information ready for the Customer in form of electronic data records for a period of three (3) months for downloading via the HTTPS transmission protocol. Two weeks after it has been successfully downloaded the information will be deleted.  
At the Customer's request, the information may also be kept additionally on a Deutsche Post server for SFTP transmission. Data will be available here for at least seven (7) days and deleted no later than after fourteen (14) days.
- (3) Information shall only be kept and provided for items that contain a data matrix code as specified in Section 4 (1).
- (4) Deutsche Post records not only address information but also customer-specific details, such as classification indicators or customer numbers if they are enclosed by "##" characters in the item's address or if they are included in the data matrix code in the item's "non-postal content" area. This information will be made available to the Customer in addition to the information on PREMIUMADDRESS services but it will not be used for Deutsche Post's operational needs.
- (5) Research services carried out by the deliverer are not included in the PREMIUMADDRESS service.
- (6) Deutsche Post shall be entitled to block access to the server if the Customer uses the services in breach of contract or defaults on payment or if the security of the system is no longer guaranteed, in particular because of the loss or theft of access data (password).
- (7) Deutsche Post also reserves the right to interrupt the availability of the server to carry out servicing and maintenance work as well as changes to the server or to other hardware and software required for the performance of the services covered by these GT&Cs. Deutsche Post shall endeavor to keep such servicing and maintenance work to a minimum and to complete such work and reinstate access to the system as quickly as possible without neglecting its duty to exercise due care.

## 4. Obligations of the Customer

- (1) The Customer undertakes to mark the items handed over to Deutsche Post for transport with the letter "P" and a digital data matrix code stamp which meets the requirements set forth in the specifications for "machine-readable franking indications" in their relevant valid version. The requirements include in particular the checking of correct coding of the data matrix code. The Customer must check especially the plain text next to the data matrix code on the PREMIUMADDRESS label. Errors in the product and customer data can lead to data being sent to other PREMIUMADDRESS customers. Due to the automatic processing of the data, such misdirection cannot be avoided by Deutsche Post and is therefore to be borne by the Customer.
- (2) When the product list (PPL) is updated by Deutsche Post AG, the Customer will also immediately update it in its IT system used to create the data matrix code referencing the item. If the Customer uses a FRANKIT franking system, it will enter its customer number (EKP number) and contracting party ID for PREMIUMADDRESS. In the case of letters which are notified using the AM (order management) system for posting, the relevant order number must be entered into the franking machine. In both cases, the PREMIUMADDRESS contract ID must be entered.
- (3) Incorrect return addresses for returns shall be at the expense of the Customer.
- (4) The Customer shall bear the sole responsibility for meeting the technical requirements that are necessary for using PREMIUMADDRESS, in particular for procuring the necessary hardware and software and maintaining it in an operational state. PREMIUMADDRESS is supported by browsers usual in the market. The costs of online connections incurred in connection with the use of PREMIUMADDRESS and the use of an internet service provider shall be borne by the Customer.
- (5) The risk of losing the transmitted information in transit over the internet will be borne by the Customer. The Customer may waive using data encryption for transmission via SFTP server (at their own risk).
- (6) The Customer shall be solely responsible for all processes carried out with their user name and password. They are therefore obliged to keep secret their personal user name, password and the encryption code and to change these immediately if they suspect that they may have become known to unauthorized third parties.
- (7) The Customer shall inform Deutsche Post if they receive any foreign data records not intended for them. These records must



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be deleted or rendered by the Customer without delay and under no circumstances processed or used by them.

- (8) The Customer shall notify Deutsche Post immediately in writing of any changes and additions that affect the performance of the services (e.g., relocation) or the contractual relationship (e.g., change of legal form) via the account provided to them by Deutsche Post or by contacting the account manager at Deutsche Post.

## 5. Warranty

- (1) Deutsche Post shall guarantee that the data kept at Deutsche Post have been collected with utmost care. However, because Deutsche Post depends on information provided by third parties and on the address details provided by the address owners themselves, recording errors cannot be ruled out altogether. The correctness of the address information and in particular the deliverability of items directed to the addresses provided on the basis of PREMIUMADRESS can therefore not be guaranteed.
- (2) Any complaints regarding the data records and returns can only be processed within two (2) weeks after calling up the data. If Deutsche Post has not received a complaint within six (6) weeks after providing the information/return of the items, it will be assumed that the order has been carried out properly.

## 6. Liability

- (1) All claims for compensation by the Customer for any legal reason and for reimbursement of any frustrated expenses shall be excluded unless the loss is due to gross negligence or willful misconduct or at least the negligent breach of material contract obligations (cardinal obligations). In the latter case, liability shall be limited to typical and foreseeable loss. Cardinal obligations are those the fulfillment of which is vital to the proper performance of the Agreement and which the contractual partner may normally expect to be honored and/or obligations whose breach would compromise the achievement of the purpose of the Agreement.
- (2) The limitation of liability as per Paragraph 1 shall not apply to damages arising from loss of life, bodily injury or damage to health, or to any liability under the Produkthaftungsgesetz (German product liability act), or where Deutsche Post has exceptionally undertaken a specific guarantee.

## 7. Charges

- (1) The Customer shall pay for the PREMIUMADRESS service the charges stipulated for letters and Dialogpost items in the Preise

PREMIUMADRESS (PREMIUMADRESS prices) price list and the charges stipulated for Pressesendung (standard periodicals) and Postvertriebsstück (preferred periodicals) in the price overview in the Presse Distribution product brochure. All prices are subject to statutory value added tax where applicable.

- (2) The Customer shall also pay charges incurred as a result of any authorized or unauthorized use of PREMIUMADRESS, including the use by third parties, by means of the access and use options provided to the Customer by Deutsche Post, provided that the Customer can be held responsible for such use.
- (3) Letters and Dialogpost items shall be invoiced on a monthly basis and Pressesendung and Postvertriebsstück items once per year. Deutsche Post shall be granted the right to collect the charges for using the PREMIUMADRESS service for letters and Dialogpost items and the printed address list service by direct debit from the account specified by the Customer in the PREMIUMADRESS agreement when due. The charges due for using PREMIUMADRESS for Pressesendung and Postvertriebsstück shall be debited from the account already agreed for payment of the charges for these services.
- (4) The Customer undertakes to ensure that, when the direct debit is performed, it has sufficient funds in the account nominated by it for the direct debit to cover the invoice amount. The Customer shall reimburse all costs incurred as a result of a failed or returned direct debit, unless the Customer can demonstrate that it exercised the necessary care, or the loss would have occurred even if the necessary care had been exercised.
- (5) If the Customer defaults on payments, Deutsche Post shall be entitled to demand interest as prescribed by statutory provisions (Section 288 of the BGB (German civil code)).

## 8. Data protection

- (1) Deutsche Post and the Customer shall apply relevant data protection regulations, in particular the GDPR. Any contracted third parties shall be under the same obligation.
- (2) Customer data will be stored for accounting purposes. Deutsche Post agrees to keep any business secrets that become known to them in the course of their cooperation with the Customer and to treat them with due care and diligence and to maintain confidentiality with regard to any information and documentation associated with these business secrets.
- (3) The Customer may use PREMIUMADRESS only in compliance with the statutory provisions, and in particular with the relevant data protection provisions. The updated addresses may be



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transferred by the Customer into their own customer/potential customer database. The address updates acquired in this way may only be used in the context of normal business mail and advertising campaigns of the Customer and for asserting justified claims. Any separate selection of the updated addresses, individually or as a whole, for the purpose of marketing or other forwarding to third parties shall be excluded. Third parties in this meaning are any natural persons or any legally independent entities, in particular also any legally independent Group companies (affiliated companies). If the Customer intends to forward the addresses to affiliated companies, the express written approval by Deutsche Post shall be required for this.

## 9. Other provisions

- (1) Agreements on the use of PREMIUMADRESS are concluded for an unlimited period of time.
- (2) Every Party to the Agreement shall be entitled to terminate the Agreement in text form with a period of notice of one (1) month.
- (3) This shall not prejudice either Party's right to terminate this Agreement for good cause. Good cause is in particular conduct by

the Customer or by Deutsche Post which grossly breaches the Agreement.

- (4) The relinquishing of rights from agreements in accordance with these GT&Cs, and the transfer of this Agreement as a whole require prior written approval by the other Party.
- (5) Offsetting or withholding against claims from agreements in accordance with these GT&Cs shall only be permitted if the counterclaim falling due is established on a legally binding basis or is undisputed.

(as of September 1, 2024)

