

General Terms and Conditions of a+s IntelliData GmbH

The a+s IntelliData GmbH (a+s) company, Stuttgarter Straße 41, 71254 Ditzingen, processes its orders based on the following General Terms and Conditions. These Terms and Conditions are also then determinative if an order contains contrary or deviating purchase conditions. These will not be accepted by us unless a+s IntelliData GmbH has confirmed the conditions in writing.

I GENERAL PROVISIONS

1.1 The deliveries, services and offers from a+s shall be made exclusively on the basis of these Terms and Conditions. Differing conditions of the customer that we do not expressly recognize are non-binding for us even if we do not expressly object.

1.2 All offers are valid subject to an evaluation of the delivered data. If larger expenditure is incurred, a+s shall inform the customer prior to commencing the work and shall obtain the customer's consent.

1.3 Concluding the contract: The contract with the customer gains validity with the customer's signature of the order confirmation or with performance of the order.

1.4 As a general rule, data transmission to a+s or from a+s to the customer must take place in a secure manner via SFTP and/or, as a minimum requirement for data that merits protection, in an encrypted format. a+s strongly advises against unprotected transmission or delivery per post. a+s assumes no liability for loss of data, misuse of data and the like for deliveries in transit.

1.5 The return delivery generally takes place within 24 hours. The customer does not have a legal claim for this. Fixed deadlines require an express and separate agreement. The stated delivery dates refer to the time of handover to a person or institution specified for the transport.

1.6 Return shipments (returns) of transmissions with updated data delivered by a+s are unavoidable, despite the up-to-date status of the reference data, and do not constitute a deficiency of the updated data supplied by a+s. The return of updated data delivered by a+s as part of the entire range of services is excluded in such a case and any other possible case unless agreed otherwise in a separate offer.

2 Remunerations, Payment terms

2.1 The prices are indicated in the respectively valid price list or in the order confirmation. Unless otherwise noted, these prices are net prices. Packaging, postage costs, transport insurance, customs fees and the statutory value added tax shall be charged additionally.

2.2 Unless agreed otherwise with the customer, payments shall be made 7 days after the date of the invoice without deduction.

2.3 Payment by way of bill of exchange is subject to prior agreement.

2.4 If payment is delayed or deferred, default interest or deferred payment interest in the amount of 9% over the base rate of the German Central Bank [Deutsche Bundesbank] is to be paid. In addition, a fixed dunning fee of up to EUR 40.00 pursuant to § 288 par. 5 German Civil Code [Bürgerliches Gesetzbuch, BGB] shall be incurred.

2.5 If a customer is in arrears with a contractual payment obligation, we are entitled to immediately demand payment of the residual debt that, under usual circumstances, would become due at a later date.

2.6 For contracts for work and services, we are entitled to charge payment in instalments in the amount of at least 50% of the value of the order or payment in advance.

2.7 We are authorised to withdraw from the contract if the purchaser has provided incorrect information concerning that party's creditworthiness, our claim for payment is endangered by a subsequently occurring lack of creditworthiness, the purchaser is in default despite a reminder and setting a grace period for payment, or we and our vicarious agents do not deliver due to strikes, force majeure, natural disasters and the like, insofar as the disruption in operations is not within our sphere of responsibility and insofar as the operation at hand is not merely temporary performance disruptions.

2.8 A customer can only assert a right to set-off with counter-claims or retain payments if and insofar as customer's claim is undisputed or has been recognised by a binding judgment.

3 Delivery

3.1 The delivery date follows from the order confirmation; fixed dates require an express and separate agreement. The stated delivery dates refer to the time of handover to a person or institution or the technical facility (server, etc.) specified for the transport.

3.2 If delays occur due to the customer or companies or persons commissioned by the customer (request for changes, late delivery or return delivery of catalogues and materials) or we do not receive materials to be supplied by customer according to schedule, the delivery dates are extended. There is no right for preferential handling of delayed orders.

3.3 If the customer insists on immediate processing despite the deadline delays for which customer is responsible, and if due to the particular need for urgency, the quality control that we typically have carried out on the customer side no longer takes place, we shall not be liable for quality complaints.

3.4 Force majeure, strikes, impossibility on the part of a+s without fault or that of third-party companies, e.g. list owners, extend the delivery or performance deadline for at least the duration of the impediment.

3.5 Agreed delivery periods shall be considered to approximate delivery dates. In the event of delay, the purchaser is only entitled to withdraw from the contract subsequent to setting a reasonable grace period.

4 Liability

4.1 Errors in data processing for which a+s or a vicarious agent of a+s is at fault shall be, insofar as possible, remedied by a+s free of charge (claim for subsequent performance). If remedy is not possible, claims for damages brought against a+s (including its vicarious agents) require intent or gross negligence on the part of a+s. Any claims for damage are limited to the value of the order; liability for lost profits, for consequential harm caused by defects and fidelity losses are excluded. The customer can demand extended liability for cases where a+s can obtain insurance coverage. Additional costs are borne by the customer.

4.2 Complaints due to defective services must be promptly communicated to a+s subsequent to customer becoming aware of the defect and no later than three working days after return delivery. a+s must in any case be granted the opportunity to remedy the defect.

5 Warranty against defects, claims for damages, notification duties

The warranty rights of a commercial purchaser require that the purchaser promptly, and no later than after 14 days since it is possible to recognise the defect, performs its duties as prescribed by § 377 German Commercial Code [Handelsgesetzbuch, HGB].

If the customer is not a merchant, the notice period for obviously recognized and recognizable defects is 7 days after the defect was recognized or it was possible to recognise the defect, in which case, the notice period is preserved by submitting notice of the defects.

If our performance has any defects in quality or any manufacturer defects, we are entitled at our own discretion to remedy the defect or to provide substitute delivery. If this effort fails, the purchaser is entitled to demand a reduction (lowering the purchase price) or rescission (cancellation of the contract).

The purchaser is only entitled to bring claims for damages if intentional or grossly negligent contract violation can be attributed to us, our representatives, or vicarious agents, or we have culpably violated a cardinal obligation or essential contract obligation, (in which case the liability is limited to the foreseeable, typically occurring damages), or we can be made responsible for injury to the health or body of the purchaser or a third-party included within the protective scope of this contract, or the damage is covered by a liability, fire, storm or theft insurance policy concluded by us and provided that an insurance policy is not in fact concluded by the purchaser (or such policy being concluded is completely customary and reasonable), the claim is based on impossibility or delay for which we are responsible (if there is no intentional contract violation, then our liability is limited to the foreseeable, typically occurring damages), or the claim is based on the compulsory provisions of the Product Liability Act [Produkthaftungsgesetz]. The liability for any other damages is excluded.

6 Shipping

Shipping shall always take place at the expense and risk of the customer. If the shipment is delayed for reasons for which the customer is responsible, the risk is assumed by the customer upon notification of pending dispatch.

II SPECIFIC SERVICES OF a+s IntelliData GmbH

1 Comparison with data sets of third party companies

1.1 For comparison with the data sets of third party companies, customer (service partner and the end customer) shall accept the respective general terms and conditions or contractual provisions. They can be viewed on the home pages of the respective third party companies. The Internet addresses are listed in the following supplemental conditions. If it is not possible to retrieve these GTCs, customer must submit brief notification to a+s in writing or electronically. a+s shall then promptly deliver these conditions.

1.2 a+s has a right to termination for cause without observing the notice period for all contracts related to third party data if the respective data supplier – for any reason whatsoever – discontinues the further delivery of data, if, due to a significant change to the purchase conditions by the data supplier, the respective contract with a+s can no longer be performed feasibly under the agreed conditions, or if the data supplier deems the use of the data as set out in the contract impermissible, and if this assessment appears to be justifiable according to the legally founded assessment of a+s.

2 Third party services and costs, cases of termination for cause

2.1 a+s may outsource third party services on the basis of an agreement with the principal on the principal's behalf and on the principal's account.

2.2 Insofar as a+s outsources to third parties on the principal's request, customer shall indemnify a+s for any incurred liability. If the third party costs change subsequent to concluding the contract, a+s reserves the right to adjust the price in coordination with customer.

2.3 a+s can outsource third party services. a+s assumes no liability or warranty for third party services. The GTC of the companies to whom the outsourcing was awarded shall apply.

2.4 Third party costs are invoices for products, data and services of third party companies that are necessary to process an order. They will be invoiced by a+s in the name of the third party companies in the course of processing the transaction as a whole.

2.5 Confirmed deadlines for orders that include or require third party services can only be made if these services are rendered within the agreed periods. For delays caused by third party services that failed to meet deadlines, as well as those arising from technical problems such as the incompatibility of systems, those due to force majeure, or reasons or occurrences for which a+s is not responsible, the delivery period is extended accordingly. Liability on the part of a+s is excluded in these cases.

2.6 a+s is entitled to termination for cause without observing a notice period for all contracts for third party services if the respective third party company – for any reason whatsoever – does not process the order, and if, due to significant changes to the purchase conditions by the third party company, the respective contract with a+s can no longer be performed feasibly under the agreed conditions. a+s is equally entitled to termination for cause without observing a notice period if performing the third party services is impeded, or is no longer possible, due to statutory changes. For such cases, claims for damages against a+s are excluded.

3 Supplemental conditions for the services:

relocation check (POSTADDRESS MOVE),

deceased records check,

and deliverability check (POSTADDRESS CLEAN)

3.1 The end customer of a service partner of a+s authorises the service partner, within the scope of address management measures that are the subject matter of the contract (post address services), to conclude address management contracts for the end customer with Deutsche Post Address GmbH & Co. KG, Am Anger 33, 33332 Gütersloh. The end customer shall thus become the direct contract partner of Post Address.

3.2 In this respect, the end customer accepts the GTC of Deutsche Post Address GmbH & Co. KG for the data comparison of its own databases with the relocation database (POSTADDRESS MOVE) and/or the GTC for the data comparison of leased address data sets with the Post Address relocation database (POSTADDRESS MOVE). In particular, the end customer accepts the limitations on use, which are protected by contractual penalty, with respect to the transferred data. Post Address is entitled to evaluate compliance with the conditions of use or to commission a representative of the consulting professions (lawyer, tax consultant, auditor) who is obliged to observe confidentiality to evaluate compliance with the conditions of use.

3.3 The applicable GTC of Deutsche Post Address GmbH & Co. KG can be retrieved at www.postaddressglobal.com/de-de/agb/.

4 Supplemental conditions for the services moversPLUS and postCLEANplus

4.1 The address change information for moversPLUS and post-CLEANplus is collected with support by way of data processing. a+s does not assume any warranty vis-à-vis the service provider and end customer for the correctness and completeness of the moversPLUS address change information; in particular, not for the new addresses being relocation addresses.

This also applies if the moversPLUS service is carried out in the data centre of a partner of a+s that has the data in-house. a+s does not assume any warranty vis-à-vis the service provider and the customer for the correctness and completeness of the postCLEANplus data; in particular, not for each address in fact being an undeliverable address.

4.2 The origin of every data set is verifiable based on the ID.

4.3 The service provider or end customer must give acceptance of all addresses in the address change information and the postCLEANplus data. A selection or return of addresses is not possible.

4.4 The customer guarantees, with respect to the permanent use of moversPLUS, having a justified interest in knowing about new addresses, given that customer requires the data within the scope of a contractual relationship or a contract-similar relationship of trust (e.g. a relationship with a customer/interested party) with the occupant of the address requested, for collection activities or enforcing civil law claims, and wishes to use same for this purpose.

4.5 a+s assumes no liability for violations of copyright, licensing or data protection law on the part of the service provider or the end customer.

4.6 Otherwise, the regulations under Section I Item 4 of these contract provisions shall apply.

4.7 a+s has a right to termination for cause without observing the notice period if data suppliers whose data is required for collecting/generating the moversPLUS address change information and the postCLEANplus data, discontinue the delivery of data. a+s likewise has a right to termination for cause without a notice period if raw data deliveries/generation is impeded or no longer possible due to statutory changes.

5 Supplemental contract provisions with respect to SAZ smartADDRESS®

5.1 The end customer guarantees that there is a justified interest in knowing the addresses updated with smartADDRESS® as the end customer requires the data within the scope of a contractual relationship or a contract-similar relationship of trust (e.g. a relationship with a customer/interested party) with the occupant of the addresses requested, for collection activities or enforcing civil law claims, and wishes to use same for this purpose. The comparison with a reference or household database is not possible.

5.2 The end customer shall receive, upon complete payment, a simple, non-transferable, but temporally and geographically unlimited right to use the address data delivered to end customer exclusively for in-house business purposes within the company. The end customer is obligated to only use the address data communicated to him within the framework of the intended purpose to which his legitimate interest relates. The end customer must upon request credibly demonstrate the end customer's legitimate interest, submit relevant proof, and provide information. The end customer may not itself or through a third party distribute the delivered data in the form of a "relocation file" or "address change file" either in whole or in part, or transmit the data to affiliated companies or other third parties if this is not expressly permitted.

5.3 In the event of a culpable violation on the part of the end customer of one of the duties mentioned in item 5.1 and 5.2, a contractual penalty in the amount of 10 times the value of the order, however at least EUR 25,000.00, shall become due. This is subject to review by a court of competent jurisdiction with regard to the grounds and the amount. Paying the contractual penalty does not release the end customer from further compliance with end customer's contractual obligations. The right to assert compensation for further damages remains reserved.

5.4 Furthermore, the respective, relevant SAZ General Terms and Conditions shall apply in their respective, applicable version. These may be retrieved at www.saz.com/de/allgemeine-geschaeftsbedingungen.

6 Supplemental conditions for the services beCLEAN and beDirect PROTECTOR

6.1 For the Protector comparison [beCLEAN and beDirect PROTECTOR] the negative and blocked file of beDirect GmbH & Co. KG, Carl-Bertelsmann-Straße 105-107, 33311 Gütersloh shall be used. This file contains approximately 15 million negative and high-risk addresses. The identified hits will be deleted from the mailing database.

6.2 This application shall take place within the scope of the services requested according to the order confirmation or order form. There will be no return of the net CLEAN database or of information concerning hits or negative and/or blocked indicators in the customer's database.

6.3 The data was collected according to the provisions of the Federal Data Protection Act [Bundesdatenschutzgesetz, BDSG].

6.4 beDirect GmbH & Co. KG and a+s shall not be liable for the correctness and completeness of the negative and blocked data contained in beDirect PROTECTOR. Otherwise, the GTC of beDirect GmbH & Co. KG shall apply, which are accessible at www.bedirect.de.

7 Supplemental conditions for a+s comparison, in particular, address cleansing and services via a+s OnlineCheck

7.1 Subject matter of the contract, scope of services

7.1.1 The subject matter of the contract between a+s and the contractual partner are the online address services accessible via the Internet. 7.1.2 a+s shall enable access for contractual partner to the online address services via the Internet within the scope of its technical and operational capabilities. The scope of the contractual services and the average availability of the online address services are set out in the order confirmation.

7.1.3 a+s is not responsible for delays in delivery and performance based on force majeure and events that make the performance of a+s difficult or impossible – included in this are in particular, strikes, lockouts, governmental directives, the failure of communication networks and gateways of other operators, disruptions in the sector of telecommunications transmission routes of third parties, etc., even if these occur for the suppliers or subcontractors of a+s or its sub-suppliers and subcontractors or for the authorised sub-node computers of a+s – also for deadlines, scheduled dates and uptimes that are the subject of a binding agreement. These occurrences entitle a+s to postpone the delivery and services for the duration of the impediment, in addition to a reasonable start-up period.

7.1.4 There shall be no reduction in fees for outages of services due to disruptions that are not within the a+s sphere of responsibility.

7.1.5 a+s reserves the right to expand, modify, and in particular, undertake improvements with regard to the services. a+s is also authorised to downsize services where applicable.

7.1.6 Incomplete or incorrect entries by users can result in flawed results. a+s does not assume any liability for this. In such cases, the user pays the fees due for the individual online address services according to the order confirmation or price list of a+s in its respective, applicable version without deduction.

7.1.7 For address cleansing and services via a+s OnlineCheck, there is the option of carrying out comparisons against reference databases of third parties. The supplemental conditions of II item 1 through 6 apply for this.

7.2 Obligation and liability of the user for the Internet services

7.2.1 The user is obligated to properly use the a+s online address services. The user is in particular obligated to

- allow a+s the installation of technical equipment if and insofar as is required for the use of the a+s online address services, and the installation is not undertaken by the user,
- communicate to a+s which technical equipment is used for participating in the a+s services,
- not improperly use the access capabilities to a+s online address services, and to refrain from illegal acts,
- take account of the principles of data processing and data protection, and in particular, maintain the secrecy of passwords or immediately change or have the passwords changed if the suspicion exists that non-authorised third parties have acquired knowledge of the passwords,
- promptly provide written notice to a+s of recognizable defects or damages [error report],
- undertake all measures within reasonable limits that allow for a determination of the defects or damages and their causes, or that facilitate and accelerate elimination of the malfunction,
- reimburse a+s for all expenses accruing by virtue of evaluating their facilities after submitting the error report, insofar as it is established subsequent to the evaluation that the malfunction was within the user's scope of responsibility,
- not apply or otherwise use any equipment, software, or other data that could result in changes in the physical or logical structure of the online address services,
- evaluate online address services for problem-free functioning by means of the user's own records or sampling. Any irregularities must be promptly communicated to a+s in written form. No compensatory damage claims of any kind, also in the case of irregularities in program execution, can be derived.

7.2.2 a+s can regulate the details of cooperation between users by way of the rules for users. Violations of essential provisions of the rules for users entitles a+s to terminate the contractual relationship without observing a notice period, subsequent to issuing an unsuccessful warning.

7.2.3 The user shall be liable for all consequences and detriments that arise for a+s and third parties due to the illegal use of the a+s online address services or as a result of user not complying with user's other obligations.

7.3 Blocking the user

7.3.1 In the case of the user's delay in payment, a+s is entitled to block the access to the a+s online address services. In this case, the user remains obligated to pay the monthly fees.

7.3.2 a+s shall similarly block access if the user

- has given cause for a termination of this contractual relationship without notice,
- despite a warning, violates essential contract provisions,
- impairs the quality of the service or disrupts the function of the service through a culpable action or omission, so that a+s would also alternatively be entitled to a termination for cause.

7.4 Termination for cause by a+s/ compensatory damages

7.4.1 a+s is authorized to terminate the contractual relationship without observing a notice period if

- the user violates the obligations mentioned under item 7.2,
- the user is in default for two consecutive months with paying the fees or a not immaterial part of the fees, or in a time period extending over more than two months, or with the payment of fees amounting to a sum that reaches the monthly basic fee for two months,
- if essential software licenses to a+s software or rights of use for third party data that is required for the operational use of the services expire – irrespective of the reason. This termination shall not create the basis for any additional user claims. a+s retains the right to assert additional claims due to a delay in payment.

7.4.2 Errors in data processing for which a+s or a vicarious agent of a+s is at fault shall be remedied, insofar as possible, by a+s free of charge. If a correction is not possible, compensatory damage claims against a+s (including its vicarious agents) require that there are intentional actions or gross negligence on the part of a+s.

a+s shall be liable for simple negligence if a+s violates essential contract obligations. Compensatory damage claims are in any case limited to the value of the order; liability for lost profits is precluded.

7.5 Payment terms

7.5.1 For a+s OnlineCheck, a+s shall generate a monthly invoice concerning the basic flat fee in addition to the hits and the value added tax.

7.5.2 Complaints concerning invoices must be raised in writing within 14 days subsequent to the date of the invoice.

7.5.3 Customer/user has no right of retention. Customer can only offset claims that have been legally established, are undisputed, or that have been recognized in writing by a+s.

7.6 Contract term

7.6.1 The contract commences with the signature of the user under the offer or the a+s OnlineCheck order form and is concluded initially for a term of one year. It can be terminated by both parties in writing by registered letter with a notice period of three months prior to the expiration of a minimum contract term of (1 year). If the contract is not terminated or not timely terminated, the term is extended by a respective additional year. We reserve the right to modify the catalogue of services. The above contractual provisions of a+s and the order confirmation or the a+s OnlineCheck order form shall apply.

7.6.2 In the case of a violation of essential contract provisions by one of the parties to the contract, the other contractual partner can demand fulfilment of the contract within a reasonable grace period by means of a registered letter. If the request is unsuccessful, the contract can be terminated after expiration of the grace period, without observing an additional notice period, provided that a termination was previously threatened in written form.

8 Other regulations

Other regulations with respect to the delivery of raw data, such as for example, the scope of rights of use, require a contractual agreement.

9 Data protection statement

9.1 Within the framework of fulfilling the order, a+s processes personal customer data. For this data processing, a+s commits to following the regulations of the Federal Data Protection Act in its respective, current version. Specifically, a+s commits to the following principles of data protection:

9.2 a+s shall, when carrying out the orders, comply with the principles of proper data processing and shall monitor this compliance on an ongoing basis. In addition, a+s shall guarantee the statutorily required security measures within the framework of properly handling the orders. a+s shall verify this upon customer's request.

9.3 a+s shall only process personal data according to the written instructions of the customer. Customer engages a+s with undertaking all necessary organisational and technical measures for bringing about efficient processing and for securing the data from loss (e.g. duplicating databases, creating intermediate data and workspaces) insofar as this does not result in a reconfiguration of the file in terms of content.

9.4 If customer requests subsequent modifications of the agreed sequence or additional security measures, customer is required to pay remuneration for any additional expenses.

9.5 a+s is authorised to transfer performance of the delivered work to third parties either entirely or in part. The agreements to be reached with the third party must be constructed so that they conform with the data protection provisions in the contractual relationship between a+s and customer.

9.6 Customer commits to giving the information to a+s that is necessary to allow a+s to comply with the relevant statutory regulations, in particular, any duties to maintain records and comply with reporting obligations.

9.7 a+s commits to maintaining the confidentiality of all of the customer's documents. a+s commits to also obligate its employees and third parties through which it allows orders to be carried out in writing to maintain confidentiality and to maintain data secrecy in accordance with § 5 BDSG, or where applicable, allowing third parties to provide a+s a confirmation that they are already obligated for their part to maintain confidentiality.

10 Closing provisions

10.1 The place of performance for all listed regulated services is, insofar as not otherwise agreed, Ditzingen.

10.2 The law of the Federal Republic of Germany shall apply. The applicability of the Uniform Law on the International Sale of Goods [Einheitliches Kaufgesetz, EKG] and the Uniform Law on the Formation of Contracts [Einheitliches Vertragsabschlussgesetz, EAG] and the UN Sales Convention is precluded.

10.3 The venue, insofar as customer is a merchant registered in the commercial register, is Stuttgart.

10.4 If one or more of the provisions made herein are invalid, this will not affect the validity of the rest of the agreement. The contracting parties will make a legally valid replacement provision that comes as close as possible to the economic effect of the invalid provision.