

**GENERAL TERMS AND CONDITIONS of AZ Direct GmbH
for list broking contracts with owners of addresses**

AZ Direct GmbH
Carl-Bertelsmann-Straße 161 S
33311 Gütersloh/Germany

Domicile: Gütersloh, Gütersloh County Court
Commercial Registry B No. 1631
Managing Directors: Dirk Kemmerer, Oliver Reinke

Valid as of March 2nd, 2012

AZ Direct GmbH (hereinafter "AZ") shall purchase the right to use the address owner's addresses/data for advertising purposes based on the following general terms and conditions (hereinafter "GTC") and within the scope of individual contracts to be negotiated. AZ shall, in turn, be entitled to grant the usage rights granted to it (directly or indirectly via other list brokers) to the advertiser specified in the relevant individual order.

1. Definitions

1.1 "Addresses" in the sense of these GTC shall include home, business and/or email addresses. Insofar as no other agreement shall be made, the home address shall, in general, consist of the following address elements: first name, surname, title, form of address, postal code, place, street, house number. Insofar as no other agreement shall be reached, the business address shall, in general, consist of the company name, postal code, place, street and house number together with the contact person: first name, surname, title, form of address, position. In addition to this, the addresses shall include the email address or telephone number insofar as this has been expressly agreed.

1.2 "Data" in the sense of these GTC shall include the following elements, insofar as nothing else shall have been agreed: "hard" information for an address (e.g. year of birth for a home address and, e.g., year of founding, sector in the case of a business address); statistical information (e.g. deduction of age based on analysis of the first name and explicit in the case of a business address, e.g. turnover band, number of employees for an address); "hard" information on the spatial surroundings (e.g. federal territory, state, street) and statistical information (e.g. purchasing power in a section of a street) on the spatial surroundings.

1.3 "List brokers" in the sense of these GTC are those who purchase the usage rights for addresses/data from the owner of the addresses or other list brokers and grant them (directly or indirectly via other list brokers) to advertisers to facilitate the carrying out of advertising.

1.4 "Advertising" in the sense of these GTC shall include the advertising measure such as, for instance, the mailing shot incl. attachments sent out.

2. Subject of the Contract

2.1 The owner of the addresses shall grant AZ the right to use the addresses/data included in the individual order to carry out the advertising measures of an advertiser and, in turn, to grant this right (directly or indirectly via other list brokers) to the advertiser. Insofar as agreed, the addresses/data may only be used once for an advertising measure. Insofar as the advertiser shall receive orders or enquiries resulting from use of the addresses, he shall be authorised to integrate the addresses of these persons permanently into his own address lists.

2.2 The provisions of the relevant individual order shall have exclusive validity; they shall be subordinate to these GTCs. In particular, the consultation requirements and limitations on the scope of usage defined in the relevant individual order shall apply.

2.3 AZ shall be entitled to offer the advertiser or other listbrokers additional services and to invoice them for these services.

2.4 The owner of the addresses herewith permits AZ to promote the address owner's addresses/data to other list brokers or advertisers in order to receive additional orders for the use of the addresses/data. These GTCs shall also apply to all future individual orders which are agreed with the owner of the addresses, insofar as no other deviating agreement shall be concluded.

2.5 AZ may withdraw from an individual order as long as no binding agreement with the advertiser regarding the use of the addresses/data (directly or indirectly via other list brokers) included in said order shall have come into existence. Should such an agreement not have come into existence six months subsequent to conclusion of the individual order, the owner of the addresses may also withdraw from the individual order after setting an appropriate deadline, as long as the agreement shall not come into existence. The usage rights granted within the scope of the individual order shall automatically expire upon the exercising of this right of withdrawal.

2.6 Should the usage rights not be granted directly to AZ by the owner of the addresses, but rather indirectly via a contract with a list broker, these GTCs shall correspondingly apply to the contractual relationship with the list broker.

3. Remuneration

3.1 The remuneration provisions agreed in the relevant individual order shall apply.

3.2 Remuneration for the services performed within the scope of an individual order shall only be due insofar as payment by the advertiser or other list broker has been made to AZ.

3.3 The owner of the addresses shall only be entitled to carry out offsetting if his counterclaim is uncontested or has been legally established.

3.4 The owner of the addresses shall only be authorised to assert a right of retention insofar as his counterclaim shall relate to the same individual order and shall be uncontested or have been legally established.

4. Data Protection

4.1 For the purpose of executing the usage rights granted within the scope of individual orders, the owner of the addresses shall commission AZ to process and select the addresses/data as well as to use them for advertising within the scope of data processing bound by instructions in the sense of Section 11 of the German Federal Data Protection Act and to the extent of the usage rights granted and the more specific provisions of the relevant individual orders.

4.2 Gathering, processing and use of the addresses/data shall take place within the framework of the owner of the addresses' instructions. Within the scope of data processing, the owner of the addresses shall remain the responsible body for gathering, processing and use of the addresses/data insofar as a deviating provision shall not have been agreed in the individual order. AZ may only use those employees who have agreed to abide by Section 5 of the German Federal Data Protection Act.

4.3 In order to protect the addresses/data, those technical and organisational measures must be taken which are necessary to meet legal data protection requirements. Measures shall only be necessary if the corresponding expense and effort is in an appropriate proportion to the protection aim aspired to. The owner of the addresses shall be entitled to satisfy himself regarding the technical and organisational measures taken by means of suitable measures and in consultation with AZ. AZ shall assist the owner of the addresses in the case of enquiries and checks by the relevant supervisory authorities. The owner of the addresses shall provide AZ with remuneration for any related expenses which should arise.

4.4 In order to carry out processing of the order data, AZ may make use of other service providers insofar as the latter shall be obligated in accordance with the provisions of this Item 4. AZ shall be obliged to carefully select the service provider on behalf of the owner of the addresses, taking into particular consideration his suitability, or to obtain the owner of the addresses' agreement so that the latter may verify the suitability. The service provider shall be obligated in accordance with the provisions specified in this item. The owner of the addresses shall remain the responsible body for gathering, processing and use of the addresses/data.

5. General Provisions

5.1 Alterations and additions to the contract and/or these General Terms and Conditions as well as to side agreements must be made in writing. This shall also apply to an alteration of this requirement for the written form.

5.2 Deviating and supplementary general terms and conditions on the part of the owner of the addresses shall not be valid even if the latter refers to them and AZ does not explicitly object to them.

5.3 AZ shall be entitled to assign any and all guarantee and liability claims against the owner of the addresses to the advertiser or other list brokers.

5.4 The owner of the addresses shall guarantee that the addresses/data are not subject to third party rights. Insofar as the agreed use of the addresses/data shall infringe upon third party rights, the owner of the addresses shall release AZ, the advertiser or other list brokers who have been granted usage rights in accordance with the agreement from third party claims arising from infringements upon the latter's rights.

5.5 Should a provision of the contract and/or these General Terms and Conditions be fully or partially invalid, then the validity of the remaining provisions shall remain unaffected. In such a case, the parties shall be obliged to replace the invalid provision with the valid provision coming closest to the economic intent of the invalid provision.

5.6 Should the advertiser be a merchant in the sense of German law, a legal entity under public law or a special fund under public law, then the sole place of jurisdiction for any and all disputes arising from the contractual relationship shall be Gütersloh. This shall apply equally if the owner of the addresses does not have a general place of jurisdiction in the Federal Republic of Germany or, following conclusion of the contract, shall transfer his usual domicile abroad. AZ shall, however, be entitled to bring an action against the owner of the addresses before any and all other places of legal jurisdiction.

5.7 The laws of the Federal Republic of Germany shall be valid. UN purchase law (CISG) shall be excluded.