

General Terms and Conditions

1. Scope

- 1.1. The following General Terms and Conditions (GTCs) are an integral part of all contracts with

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- hereinafter referred to as List Broker -
for the utilization of rights of use of data, in particular addresses, as well as the performance of advertising mailings and associated additional services.
- 1.2. Any additional and deviating agreements require an express agreement. In addition, the Q&PS Target Group Marketing as well as the current commercial practice of the Competence Center for Target Group Marketing in the DDV shall apply as far as transactions between list brokers are concerned.
- 1.3. Any terms and conditions of the contractual partner contradictory to or deviating from the provisions set out below shall not apply. The provisions set out below shall apply exclusively also if the List Broker performs the service without reservation while having knowledge of terms and conditions of the contractual partner that are contrary to or deviate from the following terms and conditions.
- 1.4. The following framework conditions apply only towards traders within the meaning of Section 14 of the German Civil Code (BGB).

2. Definition of terms

- 2.1. *Address Owner* = proprietor of the Database (also of data used for Inserts) with power of disposal; commissioning company responsible for data protection.
- 2.2. *Database* = the data, usually personal data, intended for use by the Address Owner, such as the postal address, the year of birth and other group characteristics, e.g. date of purchase or product group.
- 2.3. *Address Group* = address lists = addresses and/or other data selected according to group characteristics.
- 2.4. *Inserts* = catalog inserts, package inserts, media inserts or other commercial communication of the Advertiser intended to be associated with mailings or other advertising of the Address Owner.
- 2.5. *Advertiser* = buyer and/or user of the rights to the Database for contractually agreed commercial communication.

- 2.6. *List Broker* = company and buyer commissioned to market the Database and, if applicable, seller of rights of use of the Database.
- 2.7. *Control Address* = data (e.g. addresses, e-mail, personal characteristics) invented for control purposes that is introduced into the Database.
- 2.8. *Data Subject* = identified or identifiable natural persons in the Database to whom information is assigned; data subject within the meaning of the GDPR.
- 2.9. *Customer* = purchaser of the rights of use, can be identical with Advertisers or can be another list broker, agency or other third party.
- 2.10. *DDV* = Deutscher Dialogmarketing Verband e. V., Hahnstraße 70, 60528 Frankfurt, www.ddv.de.
- 2.11. *Q&PS Target Group Marketing* = the quality and performance standards of the DDV for the Competence Center for Target Group Marketing in the DDV (hereinafter referred to as "Competence Center for Target Group Marketing") contain self-commitment statements on the handling of data when marketing target groups.
- 2.12. *DDV Declaration of Commitment* = "DDV rules for data processing" are determined in conjunction with the individual order for data processing compliant with data protection law in accordance with Art. 28 GDPR.
- 2.13. *Individual Order / Address Order* = Contractual agreement between the Address Owner and the List Broker for the transfer of the rights of use to the entire Database or parts thereof for a specific use by an Advertiser.

3. Address Owner order, right-of-use assignment

- 3.1. By commissioning the List Broker to market a database, the Address Owner grants the List Broker the right to use the Database while maintaining data protection sovereignty, in particular the data protection authority remaining with it for the performance of advertising measures and other commercial communication, and to grant this right to Advertisers directly or indirectly via the sale to third parties (e.g. other list brokers, advertising agencies).
- 3.2. The Address Owner guarantees the List Broker that it is entitled to transfer rights of use of the Database for advertising purposes directly or indirectly via the sale to third parties (e.g. other list brokers, advertising agencies) to Advertisers and to enable the use of the Database by transmission and/or otherwise making available the data to third parties. Any conditions and restrictions of the Address Owner for specific processing shall remain unaffected.
- 3.3. Restrictions on the scope of use, e.g. in the form of requirements and restrictions as well as special coordination requirements, in particular further approvals to be issued by the Address Owner, shall be determined in the Individual Order.
- 3.4. The Address Owner undertakes to inform the List Broker about the Database, in particular about the quality (origin/acquisition routes of the data, current date, buyer/prospect addresses, compiled addresses, deliverability rate,

- etc.). The Address Owner authorizes the List Broker to use the information provided to it in this context to advertise its services in connection with the Database in a comprehensive and unrestricted manner.
- 3.5. Estimates must be made by the Address Owner to the best of its knowledge and must be made clear as such to the List Broker.
 - 3.6. Within the scope of the considerations required by data protection law, the Address Owner remains entitled to reject a measure submitted by the Advertiser or the Customer for the Advertiser without the obligation to disclose the consideration criteria or to impose requirements or restrictions on its consent that it considers necessary in the interest of the Data Subjects.
 - 3.7. Determinations, declarations and approvals shall also apply to the use of subsets of the Database. Approvals granted by the Address Owner for partial quantities shall also apply to the sale of the remaining Database to the identical Customer/Advertiser for the same advertising material and identical processors, but exclusively for a postal run delivery date to be agreed. The above shall apply only to the extent that there are no significant changes in the circumstances (for example, changes in the legal admissibility of the advertising, changes in the power of disposal of the data) in the period after approval and use by the Advertiser.
 - 3.8. If the List Broker is unable, in total or in part, to fulfill the Individual Order with respect to its Customer and if a breach of contract and/or a decision and/or an action of the Address Owner that was not carried out at all or not carried out in time is the cause, the List Broker shall be released from its obligation to provide the Address Owner with services for the usage fee in this respect. This shall not apply if the List Broker is responsible for the defective performance (hereinafter referred to as the case of defective performance).
 - 3.9. In the above case of defective performance, the same shall apply to the mutual performance obligations in relation to the List Broker and its Customer in order to enable the granted use and the Customer's obligation to pay the remuneration.
 - 3.10. Further claims, in particular in the case of defective performance after the approval of the Individual Order, shall remain unaffected.
 - 3.11. The Address Owner will indemnify the List Broker against all third-party payment claims that are raised against the List Broker in the case of defective performance and for which the latter is not responsible, in particular those of the Advertisers and/or other purchasers of the rights of use and, by way of the exemption for legal advice and defense, assume the necessary costs of the List Broker.
- 4. Data processing, control**
- 4.1. In the event that the List Broker obtains immediate access to the Database (e.g. in the form of a fiduciary database; also applies to access to encrypted data without immediate access), whether for processing or for forwarding to service providers, it will comply with all obligations required under data protection law. In particular, it undertakes to comply with the corresponding provisions of the current DDV Declaration of Commitment (DDV-VE) with the following provisions towards the Address Owner: Instead of the provision in Section 2 (5) p. 5 of the DDV-VE, the List Broker provides the controller with either an erasure log or a destruction document, from which the logical erasure in compliance with data protection law can be derived. In addition to Section 2 (6) p. 3, this also includes sub-service providers that are required for the provision of data center services. In addition to Section 2 (7) of the DDV-VE, the following shall apply: The Address Owner knows the technical and organizational measures (TOMs). It is responsible for ensuring that these provide an adequate level of protection for the risks of the personal data to be processed. The List Broker may, at its sole discretion, change the agreed TOMs, unless such changes would result in a level of security below the agreed level of security, available at https://az-direct.bpg-dev.de/fileadmin/content/10_AZ_Datenschutzkonzept/Subunternehmen_der_AZ_-_Juni_2025.pdf. By way of derogation from Section 2 (9) of the DDV-VE, the following shall apply: In this case, the List Broker may, at its discretion, take appropriate interim measures in its area of responsibility to protect the personal data and mitigate any possible negative effects. With regard to the data center services provided by the subprocessor Arvato Systems GmbH, the following shall apply instead of Section 4: compliance with the obligations can be demonstrated by means of a self-assessment for data protection within the Arvato Systems GmbH Group and by presenting an ISO 27001 certificate for Arvato Systems GmbH. In this case these documents can be made available to the controller upon request. With regard to the data center services, the controller may also request audit reports on information security certifications (e.g. ISO 27001) from the List Broker. If, in individual cases, additional inspections or audits of the data center services are required, which are to be carried out by the controller or by an independent external auditor commissioned by the controller in accordance with data protection regulations, whose name shall be communicated to the processor in good time in advance (e.g. if the controller has reasonable doubt that a submitted self-audit report is incorrect), such inspections or audits shall be carried out on company premises in the presence of an employee of the List Broker and Arvato Systems GmbH. The controller may carry out such inspections or audits during the normal operating hours of Arvato Systems GmbH without disrupting operations on site with a minimum of four (4) weeks' notice, unless data protection regulations require faster processing. At the request of the List Broker or its subprocessor, the controller or its representatives shall sign a corresponding non-disclosure agreement regarding the data of other Customers and the technical and organizational measures (TOMs) taken. If the external auditor appointed by the controller is a competitor of the List Broker or its subprocessor, the List Broker or its subprocessor shall have the right to refuse any inspection or audit by this auditor. The controller is

entitled to carry out such an inspection or audit every twelve (12) months without a specific reason, unless data protection regulations require more frequent inspections or audits. The controller accepts that with regard to data center services, this provision may result in the combining of audits in order to avoid multiple and repetitive inspections and audits. The controller shall provide the List Broker with a copy of the full audit report in digital form. The List Broker is expressly entitled to pass this audit report on to its subprocessors. In addition, the List Broker will only allow direct access to the Database to those persons who have also subscribed to this DDV-VE and have undertaken to comply with it towards the responsible body and are listed with their identity in the Individual Order or in other written agreements with the Address Owner. In addition, as provided for in the DDV-VE, the List Broker and the Address Owner will determine the subject matter and duration of the processing, the type and purpose of the processing, the type of personal data and the categories of Data Subjects as well as any categories of recipients or recipient as well as erasure obligations in the respective Individual Order.

- 4.2. The List Broker will only resell the rights of use to those list brokers, agencies or other third parties who have also committed themselves to the above provision. If the buyer of the rights of use does not have access to the Database, it is sufficient if it has undertaken to exercise the rights of use only then or to entrust third parties with the processing of the Database, which in turn have committed themselves towards the Address Owner in accordance with the above provision in Section 4.1. For this purpose, the List Broker will either itself transmit the information on the identity of the Address Owner and on the concretization of the Database concerned to data processing service providers and other processors and/or will obligate purchasers of the rights of use for forwarding accordingly with reference to the DDV-VE “rules for data processing”.
- 4.3. The Address Owner hereby undertakes to comply with the legal and natural persons named in the Individual Order, who have committed themselves towards it in the context of the fulfillment of the Individual Order according to the DDV-VE, the data protection obligations it has under the statutory provisions as well as the obligations assigned to it of the DDV-VE for data processing current at the time of the conclusion of an Individual Order.
- 4.4. In addition, the parties agree to conclude a separate contract (data processing contract) as a further basis for data processing or to use and document another legal instrument under Union or Member State law that binds the List Broker in relation to the Address Owner and in which the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data

the categories of Data Subjects and the obligations and rights of the Address Owner as well as erasure obligations are defined and all other content that must be agreed or regulated by law is regulated.

- 4.5. If necessary, the required authorizations of the Address Owner according to Art. 28(2) GDPR for the use of further processors are deemed to have been granted with the confirmation of the Individual Order, provided that (i) the Advertiser, (ii) the processors and any intermediaries, if they are processors, with their identity and (iii) information on the submission of a current DDV-VE, (iv) the amount of data and an identifying description of the Database concerned (clear and meaningful list and selection designations; categories of the Data Subjects or recipients) as well as (v) the purpose, time of use or duration and the communication measure (type of processing) for which the data is to be used are listed.
 - 4.6. Services provided by the List Broker as a processor are not included in the remuneration of the usage fee and are subject to a separate fee, unless expressly agreed.
 - 4.7. Insofar as the List Broker receives information on this data and its further processing in connection with the data to be used, knowledge of which is necessary for compliance with the legal obligations of the Address Owner, it will immediately inform the Address Owner and support it in particular in the fulfillment of legal monitoring and information obligations by appropriate contractual provisions and technical precautions in the involvement of third parties. This applies in particular with regard to the legal obligation of the Address Owner to take technical and organizational measures that are necessary to ensure compliance with the data protection regulations of the Federal Data Protection Act (BDSG) or the GDPR and to fulfill disclosure and notification obligations. Address Owner and List Broker shall support each other in the fulfillment of data protection requirements, in particular in the fulfillment of legal information obligations, otherwise by a corresponding immediate provision of information.
- 5. Contractual relationship with the Customer**
- 5.1. The Customer acquires the rights of use limited to the use approved by the Address Owner in individual cases. Insofar as the Customer is not identical with Advertisers, the Customer will contractually pass on the Advertiser's obligations regulated in Sections 7 and 8 of these GTCs to the Advertiser and ensure their compliance. In this case, the Customer shall be liable for any fault of the Advertiser towards the List Broker and towards the Address Owner.
 - 5.2. In the case of defective performance (cf. Section 3.8), the List Broker shall be released from its performance obligations towards the Customer. In this respect, the Customer shall be relieved of its obligation to

pay the remuneration. Section 3.10 shall apply accordingly. In particular, the Address Owner shall be entitled to reject the proposed measure within a reasonable period of time after it has been submitted, without the obligation to disclose the consideration criteria or to attach to its consent conditions which it considers necessary in the interests of the Data Subjects, within the scope of considerations required by data protection law. If an Address Owner generally rejects a planned use towards the List Broker, the List Broker will inform the Advertiser accordingly. The receipt of the rejection by the Advertiser shall be deemed to be the List Broker's permissible withdrawal from the individual contract concerned. Furthermore, the Advertiser is entitled to withdraw from the individual contract towards the List Broker if it does not accept any requirements of the Address Owner in this respect which exceed those known at the time of conclusion of the contract. The withdrawal shall be declared within a one-week time limit after receipt of the condition.

- 5.3. If the buyer of the rights of use gains access to the Database, it commits itself towards the Address Owner to comply with the provisions of the DDV-VE "rules for data processing" in force at the time of the conclusion of the usage agreement and to allow direct access to the Database only to those persons who have also signed this declaration and have undertaken to comply with it vis-à-vis the responsible body and are listed with their identity in the Individual Order or in other written agreements with the Address Owner.
- 5.4. If the buyer of the rights of use does not have access to the Database, it undertakes to sell the rights of use only to those list brokers, agencies or other third parties who have also committed themselves in accordance with the above provision or who only exercise the rights of use or entrust with the processing of the Database third parties who have in turn committed themselves towards the Address Owner in accordance with Section 4.1.
- 5.5. The offers submitted by the List Broker shall be subject to change as long as they do not become the subject of a binding agreement. The contract is deemed validly concluded as soon as the order is confirmed by the List Broker.
- 5.6. If the List Broker or the Address Owner do not yet have the information necessary for the data protection check at the time of the order confirmation (advertising materials, processors, etc.), the List Broker can make the effectiveness of the order confirmation dependent on conditions that still have to be fulfilled.
- 5.7. With the approval, neither the Address Owner nor the List Broker assume any liability for the legal admissibility of the planned use of the data, in particular with regard to competition law. The Advertiser is solely responsible for this and shall indemnify the Address Owner and the List Broker against the use of third parties. The indemnification shall also include the necessary court and legal defense costs.

- 5.8. The content and design of the advertising must be agreed with the List Broker before it is sent. The List Broker shall not be obliged to check the advertising material submitted by the Advertiser; however, it shall be entitled to reject any advertising without giving any reasons. The List Broker shall also be entitled to suspend dispatch until the legality of the advertising has been finally clarified if the List Broker assumes that the advertising is illegal. The List Broker will inform the Advertiser immediately if the advertising is rejected or not dispatched. The Advertiser guarantees the List Broker that the advertising materials and their contents do not violate any legal provisions, legal or official prohibitions, or public morals or rights of third parties and indemnifies the List Broker from any claim by third parties in this respect comprehensively and including the reasonable costs of legal defense. The indemnification shall also include arising legal and court fees as well as fines and contractual penalties.
- 5.9. Any changes to the previously agreed advertising materials must be resubmitted for approval. The sender is not obliged to enclose the subsequently modified advertising material.
- 5.10. The above provision shall not affect any liability of the List Broker on the basis of special obligations arising from the Q&PS Target Group Marketing or from express assurances.

6. Prices, terms of payment

- 6.1. In the contractual relationship between the Address Owner and the List Broker, the prices agreed in the Individual Order or other framework agreements (e.g. list management contract) shall apply for the rights of use (usage fee) and other services. In the contractual relationship with Customers, the prices of the order confirmation of the List Broker shall apply for the respective contract. If services are agreed without a separate price agreement, the prices of the current price list of the List Broker shall apply (the usage fees specified in the data cards shall apply for uses of data), unless the contractual partner proves that the services should be performed without separate invoicing.
- 6.2. Unless otherwise stated, these are net prices plus the applicable statutory value added tax, whereby each Address Group is invoiced separately.
- 6.3. The address and/or data quantities specified in the offers, price lists (data cards) and order confirmations are only approximate values due to regular stock changes due to inbound and outbound deliveries. For all orders for the acquisition of rights of use of data stocks, the number of units available in each case with a maximum deviation of up to 5% is therefore deemed to have been ordered, whereby the price to be paid changes in accordance with the excess or short delivery, unless the deviations are not reasonable for the Advertiser in individual cases.

- 6.4. Other costs, e.g. for selections or data transfer or agreed consulting services, will be invoiced separately.
- 6.5. The Address Owner shall invoice the transferred right of use and the provision of the data to the List Broker for the performance. The List Broker shall invoice the resale of the rights of use and, if applicable, other services to the Advertiser or another Customer.

7. Acquisition of use and obligations of the Advertiser

- 7.1. Unless otherwise agreed, the usage agreement concluded between the List Broker and the Advertiser entitles the Advertiser to the specifically defined one-time use of the data provided by the Address Owner at the time of use (e.g. postal run delivery date) or within an agreed period of time, with the payment of the remuneration and the approval of the Address Owner required under data protection law, only if the data has not passed into the co-disposal power of the Advertiser in accordance with the following provisions (cf. Section 7.8 Power of self-disposal).
- 7.2. Unless other provisions have been made, the Advertiser shall only be entitled, based on an assignment of rights of use, to have the following services carried out with regard to the data by further processors commissioned by it and approved beforehand by the Address Owner (e.g. computer center/letter shop, call center):
- Data conversion/analysis, completion, qualification;
 - Postal verification and correction;
 - Robinson and Nixie comparisons, relocation comparisons;
 - Address screenings, e.g. Infoscore, Protector and similar adjustments;
 - Duplicate matching;
 - Splitting into subsets and reducing;
 - Postage optimization;
 - Laser printing;
 - Letter shop work.
- 7.3. Additional services, such as optimization analyses, history files, storage for order entry or storage of temporary files over a period of six months beyond the last agreed use of data, forwarding to other service providers or any other data processing relevant to order-related data protection law require the written approval by the Address Owner.
- 7.4. The Advertiser shall refrain from any storage, alteration or transmission of the contractual data outside the contractually agreed rights of use and instructions, in particular the transmission or making available of the data to third parties for any unauthorized use. The Advertiser shall also observe any special instructions and individually agreed restrictions (e.g.

- regarding the approved advertising material).
- 7.5. The data carriers or the data may only be stored and further processed in the data centers approved in the Individual Order or at approved processors. These companies must be suitable for the processing of personal data in accordance with data protection regulations, in particular the GDPR, and must be selected accordingly.
 - 7.6. Insofar as the Advertiser receives information on this data and its further processing in connection with the data to be used, knowledge of which is necessary for compliance with the legal obligations of the Address Owner or the List Broker, it will immediately inform the List Broker, for forwarding to the Address Owner if applicable, and support it in particular in the fulfillment of legal monitoring and information obligations by appropriate contractual provisions and technical precautions in the involvement of third parties. This applies in particular with regard to the legal obligation of the Address Owner to take technical and organizational measures necessary to ensure compliance with the data protection regulations of the BDSG or the GDPR and to fulfill disclosure and notification obligations. The Advertiser shall support the List Broker and the Address Owner in the fulfillment of data protection requirements, in particular in the fulfillment of legal information obligations, otherwise by a corresponding immediate provision of information.
 - 7.7. Otherwise, the provisions of Sections 4. and 5. shall apply.
 - 7.8. The List Broker and the Advertiser agree that the Address Owner or the List Broker shall introduce a maximum of 50 control addresses per Address Group into each address delivery, irrespective of the quantity of addresses, in order to be able to control compliance with legal obligations applicable under these conditions and separate contractual agreements.
 - 7.9. The data of persons who have ordered or otherwise responded to the sending of the Advertiser may in future be used by the Advertiser without further restriction within the legally permissible framework upon receipt of the order or response (power of self-disposal).
 - 7.10. The Advertiser shall not make the data available to third parties in the course of further processing without informing them of the existence of control addresses and compliance with restrictions on use.
 - 7.11. The Advertiser shall be liable for any fault of third parties commissioned by it towards the List Broker and towards the Address Owner.
 - 7.12. The use of the provided personal data for the transmission of offers which constitute a crime, are harmful to young people or are otherwise illegal is not permitted.
- 8. Data protection provisions, DDV Robinson list**
- 8.1. In all cases, the data may only be processed in accordance with the provisions of the GDPR or other legal data protection provisions lawfully, fairly and in a manner that is transparent to the Data Subject and compatible with the original collection purposes.
 - 8.2. The contractual partners are also advised that the data may only be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures (“integrity and confidentiality”).
 - 8.3. The Advertiser shall inform the Data Subjects of their right to object in accordance with Art. 21 GDPR when first contacted.
 - 8.4. That Advertiser shall also ensure that the Data Subjects receive the necessary minimum information (Art. 13(1) GDPR) and additional information that may be necessary for fair and transparent processing (Art. 13(2) and (3) GDPR) at the times provided for by law. This does not apply if and to the extent that the Data Subject has already received the information (Art. 13(4) GDPR).
 - 8.5. The Advertiser is advised that the Data Subject may object to the use and/or transmission of its data and that this data must therefore be blocked for these purposes after receipt of the objection. This also applies if the data is not stored by the Advertiser itself. In this context, the Advertiser is entitled to keep blocking lists of data to be blocked.
 - 8.6. Furthermore, in the event of a breach of the protection of personal data, reporting and information obligations vis-à-vis the supervisory authority and, if applicable, the Data Subjects must be observed (cf. Art. 33 and 34 GDPR). The Advertiser shall make the organizational arrangements to enforce the rights of the Data Subjects and the reporting obligations in its area of responsibility.
 - 8.7. If the Data Subject reveals that he or she objects to the use of his or her data in whole or in part, or if personal data is breached in relation to the Database, the Advertiser must immediately inform the Address Owner or the List Broker thereof in writing. This shall apply regardless of whether a reporting obligation is triggered vis-à-vis supervisory authorities by the breach of protection.
 - 8.8. It is generally recommended that data in the consumer area be checked against the Robinson list held by the DDV before being used for advertising (cf. www.ichhabediewahl.de).
 - 8.9. Objections and/or violations of the protection of personal data shall be directed to the contact details stated above in the event of notification to the List Broker.
- 9. Warranty, liability**

- 9.1. The buyer of the rights of use shall only be entitled to claim a reduction of the remuneration or to withdraw from the contract if subsequent improvement or replacement within a reasonable period of time is not performed in a manner that is reasonable for the buyer or the Advertiser or if the subsequent performance has otherwise failed.
- 9.2. Unless otherwise provided above or below, the warranty shall be based on the statutory provisions with the proviso that the warranty period shall be limited to one year unless otherwise stipulated in Section 9.7.
- 9.3. As a rule, the List Broker shall not have access to the Database. Even if access is possible, the List Broker is not permitted to carry out its own analyses and tests under data protection law without specific permission by the Address Owner. Unless otherwise stated or evident from the circumstances, information about the Database shall be taken over by the Address Owner without verification. The List Broker does not warrant that an addressee actually exists or actually corresponds to the characteristics (age, gender, purchase characteristics, etc.) assigned to the Data Subject, insofar as the characteristic depends on the existence and/or on the information and/or an unchanged behavior of the addressee or any other unchanged circumstance of his or her person. Finally, since the data material is subject to constant change and the data sources may already have produced incorrect data, no guarantee can be given for exact target group allocation and/or complete market coverage of the offered data at the time of use. Because of the fluctuations in the individual Address Groups, undeliverable mailings are unavoidable.
- 9.4. The List Broker accepts no liability for the legal admissibility of the Advertiser's planned use of the data. This does not affect the disclosure requirements resulting from Q&PS Target Group Marketing.
- 9.5. Complaints due to the number of units delivered or other errors of the delivered data that are recognizable upon immediate, reasonable examination must be reported by the buyer or Advertiser to the List Broker immediately in text form after contractual delivery and in any case before further use of the data. In cases where the Advertiser does not receive the data itself, the timely notification of a defect (in text form) of a company charged with further processing as listed in the Individual Order shall also be deemed sufficient. If the data is used without any notification of a defect, any claims based on falling short of or exceeding the contractual quantity or on other errors of the data that can be identified by appropriate examination are excluded. For merchants, the obligations regarding the notification of a defect according to Section 377 of the German Commercial Code (HGB) shall apply additionally.
- 9.6. The List Broker shall be liable for any claims for damages – in particular for tort, organizational fault, fault at the conclusion of the contract or any other fault-dependent claims from breaches of duty – only if they are based on the standard of fault of intent or gross negligence or the damage is based on a breach of essential contractual obligations, the fulfillment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner may regularly rely, or is based on claims according to Sections 1, 4 of the German Act on Liability for Defective Products.
- 9.7. All exclusions of liability or restrictions of the limitation period do not apply in the case of damage resulting from injury to life, body or health, as well as in the case of the assumption of a quality guarantee or the fraudulent concealment of a defect within the meaning of Section 444 BGB. In these cases, liability shall also apply in the case of simple negligence and/or the statutory limitation periods. Insofar as liability is regulated above, this shall also apply to the employees, staff, representatives and vicarious agents of the List Broker. In addition, any guarantees provided by the Address Owner or the List Broker shall remain unaffected by the limitation of liability.
- 9.8. Insofar as there is no willful or grossly negligent breach of duty, the liability shall be limited to the typical contractual damage which was foreseeable as a possible consequence of a breach according to the known or recognizable circumstances. It is recommended that the Advertiser make test mailings before using large quantities of advertising material.
- 10. Contractual penalty clause in favor of the Address Owner**
- 10.1. The Advertiser undertakes to pay the List Broker a contractual penalty for each culpable violation of the restrictions on the scope of use (Sections 7.1 - 7.5) in the amount of 10 times the cost of the right of use according to the List Broker's price list, based on the gross quantity delivered of the groups of data provided for the use, which also contained the data used in breach of the contract. The Advertiser shall also be liable for the fault of its employees (Section 278 BGB) and other third parties commissioned by it. The assertion of further claims for damages remains reserved.
- 10.2. Proof of the violation shall be sufficient if the Advertiser and/or third party appointed by it is in contact for business purposes with a single control address which was attached to the data material used, unless the Advertiser is in a position to prove that it received this control address in any other way without breach of contract.
- 11. Right to refuse performance, termination without notice**
- 11.1. The List Broker and the Address Owner are entitled to refuse services for as long as the legal requirements for

proper data processing and use are not fulfilled and/or proven. Both parties are entitled to withdraw from the respective contract after an unsuccessful request coupled with an appropriate deadline. If the Address Owner withdraws from the contract with the List Broker for reasons attributable to the buyer of the rights of use and/or Advertiser, the List Broker is entitled to declare the withdrawal to the buyer of the rights of use without further conditions.

11.2. Further claims for damages shall remain unaffected.

12. Final provisions

12.1. The place of performance for the services of the List Broker shall be its registered office.

12.2. The law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded, even if it has become national law.

12.3. The place of jurisdiction for disputes with the List Broker is the registered office of the List Broker if the List Broker is a merchant and the contractual partner has either the status of merchant, of a legal entity under public law or of a special fund under public law. If there is a mandatory legal place of jurisdiction, this shall remain unaffected.

12.4. Should one or more clauses of these GTCs be or become ineffective or should the contract contain a loophole, the validity of the remaining provisions shall remain unaffected. The respective statutory provisions shall apply instead of the ineffective or missing provisions.

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