

Deutsche Post Direkt
Terms of Use of the Online Services (Platform) of
Deutsche Post Direkt

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1. Deutsche Post Direkt GmbH, Junkersring 57, 53844 Troisdorf, Germany, hereinafter referred to as "Post Direkt", provides online services (hereinafter "Platform") exclusively for customers who are entrepreneurs as defined by section 14 of the German Civil Code (BGB) (hereinafter "Customers"), to make it as easy as possible to manage business dealings with Post Direkt. The Platform provides information about products and services and can be used to obtain quotes, book them and manage them (hereinafter referred to as "Services").
2. These terms apply exclusively to the use of the Platform by the Customer. Additional terms and conditions apply to use of the Services offered on the Platform and these must be accepted separately by the Customer when booking the Services.
3. The Customer may use the Platform solely for the Services-related purposes set out in paragraph 1. In particular, the Customer is not permitted (a) to reverse engineer, decompile, disassemble or deduce the source code, the ideas or algorithms upon which it is based, or the structure or organizational form of the Platform, or (b) to rent, lease, sublicense, grant or otherwise allow third parties the use of the Platform.
4. Use of the Platform requires registration by the Customer and the permission of Post Direkt. To register, the Customer must input the required data in the registration mask and submit them. The Customer's registration is merely an offer by the Customer to conclude a user agreement for the Platform. If Post Direkt accepts the Customer's offer, it shall set up a customer account for the Customer and send the Customer an activation e-mail. Post Direkt is under no obligation to accept the Customer's offer. Once the activation e-mail has been sent, the Services of Post Direkt may be used immediately.
5. The Customer is responsible for all activities performed via his/her customer account. In particular, he/she is responsible for ensuring that the data uploaded by him/her to the Platform or his/her use of the Services is not in breach of relevant laws, in particular competition, data protection, copyright, trademark or criminal laws. The Customer bears sole responsibility for all claims, losses, damages or consequences arising from the use of the Services.
6. The Customer shall keep the use and access permissions assigned to him/her secret, protect them against access by unauthorized third parties and not divulge them to unauthorized persons. The Customer agrees to notify Post Direkt immediately of any unauthorized use of his/her customer account or password, or any other breach of security.
7. The Customer shall take all necessary steps to ensure that he/she does not transmit or receive any computer viruses, computer worms or other programs whatsoever that may or are intended to damage, interfere with, intercept or expropriate any system, data or information whatsoever of Post Direkt.
8. The Customer accepts that Post Direkt is at liberty to temporarily or permanently modify or discontinue the functions of the Platform and the Services, at its discretion, in particular if (a) functions and/or Services are modified or discontinued or (b) the Customer has violated the terms of use of the Platform or (c) maintenance work has to be carried out. Post Direkt is also at liberty to replace the Platform with another IT solution.
9. The Customer grants Post Direkt the right to use all data, documents or other information transmitted by the Customer via the Platform, including the IP transmitted with same ("information") for the purposes for which the Platform is intended, unless the terms of use for the individual Services provide otherwise.

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- 10.** Unless otherwise agreed, the parties shall make all data (excluding invoices) available electronically via the Platform. The Customer shall ensure that all data that he/she transmits to Post Direkt via the Platform are complete, truthful and accurate. The Customer bears sole responsibility for damages or consequences that may arise from the use of false, inaccurate or incomplete data
- 11.** Post Direkt processes the personal data provided by the Customer via the Platform to the extent necessary in order for the Customer to use the Platform and in accordance with the applicable laws. The information on data processing for the online services and for business customers and interested business partners can be found under the "Data protection & cookies" tab in the footer of the website.
- 12.** The Platform may contain links to other independent third party websites ("Linked Sites"). These Linked Sites are not under Post Direkt's control.
Post Direkt is not responsible for the content of such Linked Sites, including any information or materials contained in such Linked Sites, and does not adopt their contents as its own.
- 13.** The Platform is provided as-is. To the extent permitted by law, Post Direkt excludes all warranty rights of the Customer. In particular, Post Direkt gives no guarantee as to the accuracy, completeness, reliability or topicality of the information provided on the Platform. None of the information shared on the Platform shall constitute a guarantee, unless such guarantee has been expressly given by Post Direkt in the terms of use applicable to the Services in question.
- 14.** Claims for damages by the Customer, for whatever legal reason, as well as claims for reimbursement of wasted expenses in connection with the use of the Platform are excluded unless the cause of the damage was due to a grossly negligent or intentional breach of an obligation or an at least negligent breach of key contractual obligations (cardinal obligations). Cardinal obligations are those obligations whose fulfillment makes the proper performance of the agreement possible in the first place and on whose fulfillment the Contract Parties may ordinarily rely and/or obligations which, if violated, put the achievement of the contractual purpose at risk; in the latter case, liability is limited to the amount of typically foreseeable damage. The aforementioned limitation of liability does not apply to damages resulting from injury to life, body or health, to cases of liability in accordance with the Product Liability Act, or insofar as Post Direkt has exceptionally given a warranty.
- 15.** Notwithstanding the provisions of paragraphs 13. and 14., Post Direkt cannot be held liable in any way for damage caused as a consequence of service downtime or delays in the provision of services based on unforeseeable events for which Post Direkt, its legal representatives or its vicarious agents cannot be held responsible (force majeure). Events that are considered the result of force majeure include, in particular, war, civil unrest, forces of nature, fire, sabotage attacks, threats or attacks linked to information security (such as computer viruses, bot attacks or other cyber attacks), power outages, directives of governmental agencies, legal internal labor disputes and failures of or service limitations on communication networks or gateways of other operators.
- 16.** Either Party may terminate the user agreement for the Platform at any time. Upon the termination of the user agreement, the Customer shall immediately (a) cease using the Platform and (b) delete any and all copies that he/she has made. The termination of the user agreement via the Platform has no impact on the duration of the Services already booked by the Customer at the time the user agreement is terminated.



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- 17.** Post Direkt may revise these terms of use at any time. Post Direkt shall notify the Customer of any changes to the terms of use in text form (e.g. on the Platform or by e-mail) ("notification of changes"). The changes shall take effect vis-à-vis the Customer and the contractual relationship shall continue under the changed terms if the Customer does not object to these changes within four weeks after receiving the notification of changes by means of written notification to Post Direkt. Post Direkt shall specifically point out to the Customer in the written notification of changes the above consequences of failure to object.
- 18.** The terms of use are subject to German law, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). All disputes arising from this user agreement are subject to the exclusive jurisdiction of the courts in Bonn.

