



Terms of Use for POSTWURFSPEZIAL

- As a result of regular database updates, there may be differences between the number of addresses stated here and the number of addresses on delivery.
- The prices shown apply for one-time use of the addresses from the time of delivery. The data may not be sold or made available to third parties. Every delivery contains seed addresses.
- The addresses will usually be delivered within five working days of receiving the order to a service provider who has been commissioned by you (Lettershop), provided we have received all the correctly completed and signed documents related to commissioned data processing.
- For new customers purchasing our products and services for the first time, we reserve the right to withhold delivery until advance payment of the full order amount has been received.
- The POSTWURFSPEZIAL price list together with supplementary service descriptions (download from <https://www.deutschepost.de/de/d/deutsche-post-direkt/teiladressiert/download-postwurfspezial.html>), these Terms of Use and the General Terms and Conditions (GT&Cs) of Deutsche Post Direkt GmbH pertaining to ANALYSISFACTORY, address leasing and microdialog (download from <https://www.deutschepost.de/en/d/deutsche-post-direkt/DPDDownloads.html>) apply. Insofar as Deutsche Post Direkt's Terms and Conditions refer expressly to personal data, these provisions shall also apply to the non-personal data of the POSTWURFSPEZIAL product.
- In addition to Item 3.5 of the General Terms and Conditions pertaining to ANALYSISFACTORY, address leasing and microdialog, the amount of any loss or damage that would reasonably be anticipated in a typical case will be limited to the address value.
- Services other than this booking are subject to the relevant General Terms and Conditions of Deutsche Post Direkt in the applicable version (download from <https://www.deutschepost.de/en/d/deutsche-post-direkt/DPDDownloads.html>).
- The transport of your items and shipment fee invoicing are performed by Deutsche Post AG and are not part of this booking. Any shipment fees listed are indicated for your information only. They depend upon factors such as your item's format, weight and suitability for automatic processing, as well as the quantity delivered. Should you have any questions regarding the shipment fee, please address them either to your contact at Deutsche Post AG or the service number: +49 (0)180 6555555 (€0.20 per call from a German landline; maximum €0.60 per call from a German mobile network; Mondays - Saturdays, 07:00 - 20:00, except on national holidays).

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Petra Weber, Christian Ilg, Martina Sander
Registered office: Bonn
Registration Court: Bonn, HRB 13849

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Terms of Use for Consumer addresses

- As a result of regular database updates, there may be differences between the number of addresses stated here and the number of addresses on delivery.
- The prices shown apply for one-time use of the addresses from the time of delivery. The data may not be sold or made available to third parties. Every delivery contains seed addresses.
- Within 5 business days following receipt of the order, we will deliver the addresses solely to a service provider commissioned by you (lettershop), provided that all documents for commissioned data processing (completed correctly and signed) have been submitted to us.
- Following the comparison of the leased addresses with your existing customer database/other databases (e.g. internal blacklist) at an external service provider, the address volume you are using may fall into a different price scale. In this case, you will be charged the price of the relevant (possibly more expensive) scale subsequent to comparison. The minimum invoicing rate in all cases is 70% of the delivered addresses. The comparison protocol of your service provider must be submitted no later than four weeks after the addresses have been provided by Post Direkt. If the comparison protocol is not submitted within the aforementioned period, the entire volume of addresses provided will be invoiced.
- Under Art. 21 of the General Data Protection Regulation (GDPR), Deutsche Post Direkt is obliged to implement any objections it receives to processing data for marketing purposes from data subjects affected without delay and to comply with them from this point forward. For this reason, you are obliged to have Deutsche Post Direkt carry out a renewed comparison with the advertising blacklist of Deutsche Post Direkt if a period of more than four weeks has passed between the time the address file was made available on the data exchange platform and the dispatch of the mail-shot (postal dispatch from postal service provider). The customer is required to notify the Lettershop/service provider it has commissioned of this.
- The above-mentioned data protection information (cf. "Additional information on data protection-compliant address solutions" (download from https://www.deutschepost.de/content/dam/dpag/images/D_d/DDP/Downloads/datenschutz/dp-direkt-zusatzinfo-datenschutzkonforme-adressloesungen-dsgvo-en.pdf) must be placed in a "prominent" position in the marketing material, e.g. at the foot of the mail-shot, on order forms or in catalogues on the inside cover pages. The addresses are released subject to reservation until submission of the planned marketing material, which must contain information regarding the Controller and the right to advertising opt out.

"Notice of the right to object and data protection information: *If you do not wish to obtain marketing material from the company advertising here in future, please contact <INSERT CONTACT DETAILS OF THE ADVERTISER> directly. The Controller pursuant to the GDPR is Deutsche Post Direkt GmbH, Junkersring 57, 53844 Troisdorf, Germany. Deutsche Post Direkt processes your address data in accordance with Art. 6 (1) (f) GDPR for the purpose of direct marketing campaigns by other companies. If you generally wish to object to the processing of your data by Deutsche Post Direkt for marketing purposes, please contact Deutsche Post Direkt. Further information regarding your rights to information, the correction of data and lodging an objection is available at www.postdirekt.de/datenschutz."*

- For each culpable violation of the obligation under Art. 14 GDPR (reference to Deutsche Post Direkt as the Controller) and Art. 21 (2) GDPR (reference to the right to object to data processing for marketing purposes), Deutsche Post Direkt shall be entitled, without prejudice to the assertion of further rights, to demand a contractual penalty of ten times the invoice amount of the order for each case of violation.

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- The General Terms and Conditions (GT&Cs) for “ANALYSISFACTORY, address leasing and microdialog” of Deutsche Post Direkt (download under <https://www.deutschepost.de/en/d/deutsche-post-direkt/DPDDownloads.html>) apply. Services other than address leasing are subject to the relevant General Terms and Conditions of Deutsche Post Direkt in the applicable version.
- In addition to Section 3.5 of the General Terms and Conditions (GT&Cs) for “ANALYSISFACTORY, address leasing and microdialog”, the amount of any loss or damage that would reasonably be anticipated in a typical case will be limited to the order value.
- **Important information regarding additional commissioning of the PREMIUMADDRESS product when leasing consumer addresses:** In the context of leasing consumer addresses from Deutsche Post Direkt for processing for marketing purposes pursuant to the Lettershop procedure under Article 6 (1f) of the GDPR (transfer of addresses exclusively to a Lettershop), an additional PREMIUMADDRESS order must be placed as follows for data protection reasons: PREMIUMADDRESS must be ordered in such a way that only the Lettershop is allowed access to the address information and returns. The Lettershop will process the returns and/or address information in accordance with the requirements of the sender or the address broker for statistical evaluations (percentage of undeliverable leased addresses for you as the sender of the marketing material), administration (of the leased addresses for the address broker) or preparation of the physical returns (unpacking) for a new mail-shot. In the event of a violation of this provision, the Lettershop and/or the end customer shall be held liable for all infringements of the GDPR in this respect and for any damage or losses resulting therefrom.

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Terms of Use for Business Addresses

- Business address packages are available in differently sized download units. The smallest package, Size S, contains 1,000 addresses, Size M contains 3,000 addresses, Size L contains 5,000 and Size XL 10,000 addresses. A basic address is composed of company name, postal address and sector. Additional features such as decision-makers, the number of employees or communication features can be booked for 0.25 download units per information and address. With each address package, you also receive full access to approximately three million company profiles.
- Address packages with download units booked by September 30 are valid until the end of the current booking year (December 31). Address packages with download units booked from October 1 are valid until the end of the following booking year (December 31). All business addresses obtained via download units can only be used once. Offers other than for download units may be based on different terms of use.
- Deutsche Post Direkt generally licenses addresses for marketing purposes.
- After booking, your address list will be saved directly as an Excel (.xlsx) file in your download folder on our data exchange platform. This folder is automatically created for you when you register with the online services of Deutsche Post Direkt.
- The data must be used within four weeks of the ordering date. When these four weeks have ended, a blacklist comparison must be conducted to update the data with regard to advertising objections in accordance with Art. 21 (3) GDPR. In the case of agreed annual or permanent use, we recommend that such a blacklist comparison be conducted prior to each use of the addresses provided. The latest blacklist will be made available to you on the Deutsche Post Direkt website.
- As a result of regular database updates, there may be differences between the number of addresses stated and the number of addresses delivered. Please refer to the price list attached.
- If addresses are licensed for a limited period of time, they may only be used as specified by the applicable license terms. Should the contact lead to a business relationship, the license for this data set will automatically change to permit permanent use for all channels. A business relationship is deemed to have arisen if an addressee reacts positively to the marketing contact by requesting documents, a quotation or a service visit, or directly places an order.
- After using the addresses, you shall undertake to delete the data records of Deutsche Post Direkt that are no longer licensed from all data media.
- The business addresses will be forwarded to you. You consequently become the Controller pursuant to Art. 4 (7) GDPR and are thus subject to information obligations in regard to the data subjects affected pursuant to Art. 14 GDPR and to the notification of the right to the advertising opt out under Art. 21 GDPR (cf. "Additional information on data protection-compliant address solutions" (download from https://www.deutschepost.de/content/dam/dpag/images/D_d/DDP/Downloads/datenschutz/dp-direkt-zusatzinfo-datenschutzkonforme-adressloesungen-dsgvo-en.pdf). Under Art. 14 (2) (f) GDPR, the data subject affected must be informed of the source of the data. The following formulation can be used for this purpose:
"The addresses for this marketing mail were provided to us by Deutsche Post Direkt GmbH, Junkersring 57, 53844 Troisdorf, Germany. You will find further information on data processing at www.postdirekt.de/datenschutz."
- Company addresses and the associated communication, marketing and business information are subject to constant change. In addition, a number of industries have a significantly higher fluctuation rate or are not always correctly classified by the company owners themselves. Deutsche Post Direkt can therefore not guarantee that all addresses are correct at the time they are delivered, nor that every industry classification is correct. Deviations may occur in the names and positions of decision-makers as well as in the registered trade names of individual companies (registered trade names may not be known due to the lack of an obligation to register).

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- Declarations of consent to marketing mail for the communication data (email addresses, telephone and fax numbers) of the data subjects affected have not been provided. In this respect, you are responsible for complying with the statutory regulations, in particular in accordance with Section 7 of the German Act against Unfair Competition (UWG).
If you use the data under your own responsibility to make a telephone call on the basis of presumed consent (Section 7 (2) (2) of the German Act against Unfair Competition), you are required to inform the called persons during the telephone call of their data protection rights.
- The General Terms and Conditions for “ANALYSISFACTORY, address leasing and microdialog” of Deutsche Post Direkt apply. Services other than address leasing are subject to the relevant General Terms and Conditions of Deutsche Post Direkt in the applicable version.
- In addition to Section 3.5 of the General Terms and Conditions (GT&Cs) for “ANALYSISFACTORY, address leasing and microdialog”, the amount of any loss or damage that would reasonably be anticipated in a typical case will be limited to the order value.