

## 1 Scope

Deutsche Post AG ("Deutsche Post") provides the "Order Management" portal to the Customer free of charge, under the conditions of use set out below. The offering from Deutsche Post is aimed exclusively at entrepreneurs in the meaning of Section 14 BGB [German Civil Code].

## 2 Object of use

2.1 The "Order Management" ("AM") portal enables the Customer to retrieve information on his letter and advertising mail shipments. In return the Customer declares a willingness to give advance notice of order data electronically via AM.exchange or AM.portal (see also 4.3.1 concerning this, among others).

The available information covers:

- Structure of the Customer order (How many jobs and shipments make up the order? Which products have been posted, and in what quantities?)
- Business partners involved in the order
- Order processing status
- Invoicing details
- Comparison of details on the posting list and results from Deutsche Post revenue protection
- For pallet shipments and support for the PALIS process, the shipment status of pallets from handover to splitting of the pallets
- Information from AM.exchange notifications sent, with the posting data record (EDS) or EDIFACT/XML record legacy format for IT franking in case of advance notice of shipment.

In order to retrieve this information, the Customer can dial in directly to the Deutsche Post server via an Internet browser, without the need to install software, and access the service described here.

AM.portal and AM.exchange also allow the Customer to enter and edit orders in a planning version, to cancel orders and to enter, edit and cancel additional orders in the case of partial service orders. The data entered will be used for planning; the definitive order is considered to be placed only when the shipments are handed over.

2.2 The use of the service described here is free of charge.

2.3 The use is tied to certain system requirements (browser, print function). Current information on versions (for example, at the time of publication of these conditions of use, version 6 and up of Internet Explorer, Fire Fox 3, version 5 and up of Adobe Acrobat Reader) can be obtained from online help. Online help is being updated appropriately.

2.4 The "Order Management" portal provides the Customer only with the information for which he is authorized by the Principal or by virtue of his involvement in the order. This applies especially where the Customer was involved in the order process as an agency, manufacturer, sender or party liable for payment. In some cases, therefore, the information displayed may represent only a part of the complete order.

2.5 The business partners involved in an order are also entitled to edit or cancel the order information accessible to them.

## 3 Value details

The values shown in the "Order Management" portal are in the following units:

3.1 Quantities are given in items;

- 3.2 Weights are given in grams;
- 3.3 Amounts are quoted in EUR.

#### **4 Registration, responsibilities of the Customer**

- 4.1 In order to use the service, the Customer agrees:
  - 4.1.1 To provide true, accurate, up-to-date and complete details of his person ("Registration Details"), as specified on the registration form;
  - 4.1.2 To update these Registration Details as and when necessary, to ensure that they remain true, accurate and complete;
  - 4.1.3 To accept the conditions of use when first logging in to the Order Management portal.
- 4.2 If any of the details given are untrue, inaccurate, out of date or incomplete or Deutsche Post has reason to suspect that the information is untrue, inaccurate, out of date or incomplete, Deutsche Post may temporarily block the account or permanently delete it and exclude the Customer from any use of our service now or in the future.
- 4.3 The production of pallet status information ("Tracks") requires the following assistance from the Customer, notwithstanding the stipulation set out in 7.3.3:
  - 4.3.1 A pallet to be posted must be notified electronically to Deutsche Post IT Customer Support (IT CSB) by 12:00 noon on the day preceding posting.

Deutsche Post  
MAIL Service Branch  
IT Customer Support - MAIL (IT CSB)  
D - 64276 Darmstadt  
Tel.: +49 (0) 61 51 / 9 08 - 80 00  
Fax. +49 (0) 61 51 / 9 08 - 80 01  
E-mail: it-csb@deutschepost.de
  - 4.3.2 A scanner provided by Deutsche Post must be kept ready for use at the handover location of the shipment and, when handing over the shipment, handed to the freight forwarder to document the handover of the shipment (the "Handover Track").
- 4.4 Notwithstanding the facilities to edit or cancel an order via the Order Management portal up to the handover of the order for processing by Deutsche Post, contractually agreed deadlines will remain in effect.

#### **5 Account, password and security**

After registration, the Customer will be assigned a password for using AM.portal and AM.exchange. The Customer must ensure that the password and account, and the data available through them, are not made accessible to any third party. For security reasons, the Customer must ensure that the password is changed at regular intervals. The Customer therefore bears full responsibility for all actions undertaken using his password or account. Third parties in the meaning of the foregoing are external parties, and especially unauthorized employees of the Customer. The Customer must inform Deutsche Post immediately of any improper use of his password or account, and of any other breach of security provisions. The Customer must ensure that he quits his account after each use. Deutsche Post accepts no liability for losses or damage arising from non-compliance with these obligations, set out in the present Section 5, particularly the resulting improper use of data.

#### **6 Termination**

- 6.1 The Customer may delete his account at any time, for whatever reason. Deutsche Post will then delete the stored data relating to the account. Deutsche Post may also, at its own discretion, terminate the user password, account (or parts thereof) or any other use of the service by the Customer, and delete any content. This will apply especially where the Customer has not used the services for an extended period or Deutsche Post assumes that the Customer has breached these conditions of use or has not complied with essential principles underlying the conditions of use. The Customer agrees that any interruption to his access to the services according to the provisions of this Agreement may be effected without prior notice and that Deutsche Post may immediately disable or delete the account and all information and files associated with it, and/or prevent any further access to such files or to the services. The account may be disabled in particular after three incorrect password entries. Deutsche Post will not be liable as a result of terminating access to the services.
- 6.2 Where the account is deleted, the Customer may only regain access to the services with the prior written consent of Deutsche Post.

## **7 Exclusion of warranty**

- 7.1 The use of the services is intended exclusively for the information of the Customer or to communicate planning data using AM.exchange and/or AM.portal (transitionally also using the old formats indicated under 2.1) to Deutsche Post, and is at the Customer's own risk. The services are offered in the form deemed appropriate by Deutsche Post, and subject to availability.
- 7.2 Deutsche Post offers no warranty that the service will meet the Customer's requirements and remain available at all times without interruption, in a timely, secure and error-free manner.
- 7.3 Deutsche Post offers no warranty with respect to the contents and results that can be obtained from the use of the service, or the accuracy and reliability of the information received within the service, and does not guarantee that the quality of the information received in connection with the service will match the Customer's expectations.
- In particular:
- 7.3.1 The information in the "notification of overall order" and "notification of individual job" data may differ from the shipment quantities, weights and formats actually posted, and therefore simply reflects a status before the shipment was posted.
- 7.3.2 Deutsche Post can offer no guarantee of the accuracy of the information in the "posting according to revenue protection" data. The details given within the service provided are for information only.
- 7.3.3 With the pallet status information reported, system or human errors make it impossible to rule out late or incorrect entry of individual pallet status details ("Tracks"). Missing or late Tracks do not necessarily imply that the pallet has not been split up or split up late.
- 7.4 Downloading or otherwise accessing content connected with the services is at the Customer's own risk. The Customer alone is responsible for damage to his computer system or other technical devices used, for loss of data and for other losses resulting from downloading of data or other transactions connected with the services.
- 7.5 Information received by the Customer within the service, whether orally or in writing, implies no warranty on the part of Deutsche Post.

## **8 Liability**

- 8.1 Deutsche Post will be liable for damage only where Deutsche Post or one of its vicarious agents has breached a material contractual obligation (so-called cardinal obligation) in a manner likely to jeopardize the purpose of the Agreement, or the damage is attributable to gross negligence or deliberate intent on the part of Deutsche Post or one of its vicarious agents. If the breach of a material contractual obligation is

not attributable to gross negligence or deliberate intent, the liability of Deutsche Post will be limited to such typical losses as might reasonably have been foreseen by Deutsche Post at the date of concluding the Agreement.

- 8.2 The foregoing limitation of liability will not apply in the case of death, personal injury or liability under the German Product Liability Act (*Produkthaftungsgesetz*) or to the extent to which Deutsche Post has exceptionally given a guarantee.
- 8.3 In the event of destruction and/or loss of data through the fault of Deutsche Post or one of its vicarious agents, the liability of Deutsche Post will be limited to the cost of restoring the data from backup copies properly maintained by the Customer. In particular, Deutsche Post accepts no liability for damages incurred by incorrect details, late entry of data or cancellation of orders by the Customer or any other party involved in the order process
- 8.4 The Customer will be liable in accordance with statutory provisions for all consequences and detriment to Deutsche Post or third parties arising from the fact that the Customer has not met his obligations under this Agreement and is responsible for this. This will apply particularly in the event of misuse of his account.

## **9 Data protection**

The data protection rules applicable to the use of your Registration Details and any other personal data will be observed without qualification. Further information on our data protection rules can be found at <http://www.deutschepost.de/datenschutz>.

## **10 Change/termination of service**

Deutsche Post reserves the right to discontinue, modify or change the service at any time. This also covers any change to the conditions of use. Deutsche Post will inform the Customer of any changes. If the Customer raises no objections within one month, the changes will be deemed to be accepted.

## **11 Other provisions**

- 11.1 German law will apply.
- 11.2 The place of jurisdiction for all disputes arising from or in connection with this Agreement will be Bonn.

Date: July 10, 2009