



Order your Postcard straight away.

Please complete and sign the order before returning it to Deutsche Post AG - Kundenservice BRIEF POSTCARD - 53247 Bonn - Germany.

### 1. Decide upon the type of order here

I hereby place the following order with Deutsche Post AG:

- I would like to order **POSTCARDS for the first time.**
- I would like to order **additional POSTCARDS.**
- I would like to inform you of a **change in Customer information.**

Customer/billing number

\_\_\_\_\_ - 2 5 - \_\_\_\_\_

→ If you are already a Deutsche Post AG customer, your customer/billing number is required in all instances. This will allow your order to be processed faster.

→ Please enter the new information in the corresponding lines under points 2 and 4. All unchanged lines relating to an existing contract should be left blank.

### 2. Company details (mandatory field)

Company name (line 1) \_\_\_\_\_

Company name (line 2) \_\_\_\_\_

Company name (line 3) \_\_\_\_\_

Ms.  First name of contact person or card manager \_\_\_\_\_ Commercial Register (A/B) No \_\_\_\_\_

Mr.  Last name of the contact person or card manager \_\_\_\_\_ Legal form code number \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail-address \_\_\_\_\_

P.O. Box No \_\_\_\_\_ P.O.Box postcode \_\_\_\_\_ P.O.Box town/city \_\_\_\_\_

Street and house number (incl. spaces) \_\_\_\_\_

Postal code \_\_\_\_\_ Town/city \_\_\_\_\_

→ The corresponding code number can be found below in the General Terms and Conditions of Deutsche Post AG

### 3. POSTCARD order

Each POSTCARD will bear the name of your company. In addition, please also allocate each POSTCARD a unique ID and a daily limit. Should you not wish to use the cashless payment option, please enter a 0. Should you wish a PIN for the respective cards, please indicate with a cross.

Desired ID on the card (enter spaces if applicable) \_\_\_\_\_ PIN  Desired card limit in Euro \_\_\_\_\_

\_\_\_\_\_ PIN  \_\_\_\_\_

### 4. Direct debit from account and signature (mandatory field)

→ I authorize Deutsche Post DHL to collect payment for all services procured by means of the POSTCARD from the following account held by the above company by means of direct debit. In addition, I shall provide Deutsche Post DHL with a separate direct debit mandate.

IBAN \_\_\_\_\_

BIC \_\_\_\_\_ Bank \_\_\_\_\_

Accounting entry text \_\_\_\_\_

First name of Customer \_\_\_\_\_ Date of birth of Customer T T M M J J

Last name of Customer (authorized to grant direct debit mandate on behalf of the company) \_\_\_\_\_

I hereby confirm the accuracy of the above information and commission Deutsche Post AG, in recognition of the General Terms and Conditions (AGB) for the use of the POSTCARD, to provide the desired POSTCARDS in such a way that the card user is able to make full use of the card in accordance with the GT&Cs below.

I authorize Deutsche Post AG, in accordance with Section 8 of the GT&Cs of Creditreform Bonn Himstedt KG printed below, to transfer data concerning the application, commencement and termination of this business relationship.

Company stamp

Date T T M M J J Customer Signature X \_\_\_\_\_

# General Terms and Conditions of Deutsche Post AG for the use of the customer card 'POSTCARD' (AGB POSTCARD)

## 1 Use of the customer card

- (1) The customer card (hereinafter referred to as the "Card") issued by Deutsche (hereinafter referred to as "Deutsche Post") entitles the Customer (hereinafter referred to as the "Contracting Party") to make cashless payments for Deutsche Post domestic goods and services within the scope of its credit limit.
- (2) Upon acceptance of the corresponding order, Deutsche Post shall provide the Contracting Party with one or several Cards with the requested facilities, as indicated on the order. Each Card shall be designated with an individual card number and shall remain the property of Deutsche Post. The Card shall also indicate the company i.e. the name of the Contracting Party as well as the card user by means of
  - a customer identifier to be selected by the Contracting Party or
  - the name of the respective individual who shall have use of the Card.

## 2 Individual Personal Identification Number

Deutsche Post can provide the Contracting Party with PIN for use with the Cards. Each Card shall receive a unique PIN. The PIN shall be given to the card user by the Contracting Party in a sealed Deutsche Post envelope. It must be treated as strictly confidential and may not be disclosed to a third party, including the Contracting Party.

## 3 Use of the customer card

The card user must enter the PIN to use the card or – in so far as the card has not been allocated a PIN – sign a document with the same signature signed on the card.

## 4 Obligations to cooperate and demonstrate due diligence on the part of the Contract Party

- (1) Following receipt of the requested Cards and the sealed envelopes containing the PINs, the Contracting Party shall hand over such items to the card users.
- (2) The Contracting Party shall inform the card user that all Cards must be kept safe, that loss of the Card must be reported immediately and that the PIN must be destroyed following receipt and not disclosed to a third party, including the Contracting Party or Deutsche Post. The Contracting Party shall be liable for any breach of such obligations on the part of the card user.
- (3) The Card must be signed by the respective card user in person immediately upon receipt. The Card is non-transferrable and may only be used by the designated card user. It shall be kept safe and protected against loss by the card user.
- (4) Upon provision of the Cards, the Contracting Party authorizes the card users to make use of the Deutsche Post services permitted under the proper use of the Card on behalf of the Contracting Party.

## 5 Card cancellation

- (1) In the event that a Card should be stolen, lost or go missing for any other reasons, the Contracting Party or the card user is obliged to inform Deutsche Post without delay by calling Business Customer Services on 0049 180 6 555555 (20 cents per call from German fixed networks; no more than 42 cents for 60 seconds or part thereof from German mobile networks; international calls: price per call depending on country) and send written confirmation of such loss to the following address:  
Deutsche Post AG  
Kundenservice BRIEF-POSTCARD  
53247 Bonn  
Germany.
- (2) Following notification, the card shall be cancelled by Deutsche Post. The cancellation of one card shall not entail the cancellation of any remaining cards issued to the Contracting Party.
- (3) Furthermore, the Contracting Party shall be entitled to have a Card cancelled at any time without stating a reason. Card cancellation cannot be reversed. In such cases, the Contracting Party may request a new Card.
- (4) Deutsche Post shall be entitled to cancel a Card without the request of the Contract Party in the event of improper use. The same shall apply in the event of just cause, entitling Deutsche Post to termination without notice or in the event that the Contracting Party should default on payment.

## 6 Payment obligation of the Contracting Party

The Contracting Party shall pay for all Deutsche Post goods and services procured through all Cards issued to its company (up to the respective card limit). Deutsche Post shall collect payment for the respective amounts by direct debit from the account specified above. Payment shall be due immediately, and in the event of default in payment, interest shall be charged at 5% (five percent) p.a. above the applicable base interest rate pursuant to Section 1 of the Discount Rate Transition Act [Diskontsatz-Überleitungsgesetz].

## 7 Liability in the event of misuse of the card

- (1) In the event that the Contracting Party should breach its obligations intentionally or through gross negligence and Deutsche Post fulfills its obligations,

the Contracting Party shall bear the loss for any damage incurred in full. Gross negligence shall in particular include failure to immediately report the loss of the Card, if the PIN is written on the Card or disclosed to a third party. In the event that Deutsche Post should contribute to damage being incurred by means of breach of its obligations, the principles of contributory negligence shall determine the extent to which the Contracting Party and Deutsche Post shall bear such damages. The Contracting Party shall be liable for the faults of the card user as well as its own faults in equal measure.

- (2) The Contracting Party shall not be liable for the improper use of the card following notification.
- (3) The Contracting Party shall inform Deutsche Post upon request in the event of improper use as regards the measures the Contracting Party has taken to protect against such improper use.

## 8 Consent to data transfer

- (1) The Contracting Party consents to the transfer of data concerning the application, commencement (contract partner, daily and total credit limit, start of contract, end of contract) as well as the agreement-regulated processing of this business relationship from Deutsche Post to the credit agency Creditreform Bonn Himstedt KG, Lennéstraße 30, 53113 Bonn (hereinafter referred to as Creditreform Bonn). The granting of such consent is required for the issue of any cards.
- (2) Irrespective of this, Deutsche Post shall also transfer data concerning any processing which is not in accordance with the agreement (e.g. the return of bounced checks, bill protests, court orders issued for undisputed claims, enforcement orders or foreclosures). Such notification shall only occur in accordance with the Bundesdatenschutzgesetz (German Federal Data Protection Act - BDSG) in so far as it is required to uphold the legitimate interests of Deutsche Post, a partner of Creditreform Bonn or the general public and that the interests of the Contracting Party are not thereby impaired.
- (3) Creditreform Bonn saves this data in order to be able to provide information to its requesting partners (banks, credit card companies, leasing companies, retailers, mail order companies and other companies offering cash or goods credit to consumers for commercial reasons, as well as financial service providers [insurance companies, factoring companies] and telecommunications service providers [telephone companies, mobile phone companies, service providers, online services and media services] for the purposes of evaluating the creditworthiness of their customers. Address data may be transferred to companies who collect payment in a professional capacity for the purposes of identifying debtors.
- (4) Creditreform Bonn only makes such data available to its partners if they can provide credible proof of legitimate interest in the data transfer.
- (5) The Contracting Party may receive information regarding the data saved on the Contract Partner at Creditreform Bonn Himstedt KG, Lennéstraße 30, 53113 Bonn.

## 9 Term of agreement and termination

- (1) Either party may terminate the agreement regarding card provision at any time by giving fourteen days prior written notice to the end of a calendar month. Upon termination of the agreement, the Cards may no longer be used and must be cut in two and returned immediately to Deutsche Post AG, Kundenservice BRIEF-POSTCARD, 53247 Bonn, Germany.
- (2) The right to termination without notice for good cause shall remain unaffected. Good cause shall exist in particular if either Party culpably breaches any essential obligation accepted by it and the breach is not rectified within the given period, despite a reminder being issued with a reasonable deadline.

## 10 Amendment and supplement to the General Terms and Conditions / other provisions

- (1) Any amendments and supplements to the General Terms and Conditions (AGB) shall be communicated in writing to the Contracting Party by Deutsche Post. Such amendments shall be deemed as accepted if the Contracting Party continues to use the Card, permits the continued use of the Card or fails to lodge an objection within one month of receiving the relevant notification. The implications of this shall be explicitly brought to the Contracting Party's attention by Deutsche Post at the time of communication of such amendments.
- (2) The Contracting Party shall notify Deutsche Post, at the address stipulated in Section 5, in writing and without undue delay of any amendments or additions that affect performance or the contractual relationship (bank account, name change, relocation).
- (3) The Contracting Party shall be liable for any additional expense to Deutsche Post incurred through the breach of this obligation, as well as the entailed risk that a message from Deutsche Post may not reach the Contracting Party on time.
- (4) Furthermore, the respective General Terms and Conditions of Deutsche Post shall apply for goods and services used or purchased with the Card in accordance with the above provisions.

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## Please enter the respective code number for the relevant legal form in your order:

20 Gesellschaft mit beschränkter Haftung (GmbH)	55 Foundation	76 A/S	90 Srl.
25 GmbH & Co.	65 s.r.o.	80 B.V.	95 S.L.
30 GmbH & Co. KG	66 Sp.zo.o.	82 N.V.	F1 Maatschap
35 AG	70 Ltd.	87 V.O.F.	H3 S.A.S.U.
50 Vereine (e.V.)	71 Inc.	88 S.A.	K5 Sp.j.
	73 Pty. Ltd.	89 S.A.R.L.	99 Other

## Data protection information relating to the Postcard product

High data protection standards are part of Deutsche Post DHL Group's brand essence and, just like the security of our IT systems, are particularly important for our business. As a company with a global presence, whose business model is based upon connecting people and exchanging sensitive data, we believe we have a special responsibility in this regard.

The following information is intended to provide you with an overview of how your data is processed. As such, you will find information applicable to all products and services in the general section. The details of the processing of your data in relation to a particular product can be found in Part C).

### A) General section

#### 1. Contact details

##### a) Controller's name and contact details:

Deutsche Post AG is the controller within the meaning of the General Data Protection Regulation (GDPR):

Deutsche Post AG  
Charles-de-Gaulle-Straße 20  
53113 Bonn  
Germany

##### b) Data protection officer's name and contact details:

Deutsche Post AG  
Gabriela Krader, LL.M  
53250 Bonn  
Germany  
datenschutz@dphl.com

##### c) Competent supervisory authority

**Data processing in connection with postal and telecommunications services:**

Die Bundesbeauftragte für den Datenschutz und die Informationsfreiheit  
Husarenstraße 30  
53117 Bonn  
Germany

##### **Other data processing carried out by the controller:**

Die Landesbeauftragte für den Datenschutz Nordrhein-Westfalen  
Kavalleriestraße 2-4  
40213 Düsseldorf  
Germany

#### 2. Purposes of data processing - essential information

We process your data in order, for instance, to

- perform the contract concluded with you or a sender,
- make visits to our websites/apps as pleasant as possible,
- send you the newsletter if you subscribe to it,
- send or display to you - where permitted - targeted advertising,
- carry out a credit check, where necessary,
- handle your requests via our customer service department,
- fulfil obligations as part of statutory requirements (e.g., *Strafprozessordnung* (German code of criminal procedure), *Außenwirtschaftsgesetz* (German foreign trade and payments act)),
- fulfil our security requirements (e.g., for crime detection purposes),
- compile statistics
- and for purposes of quality assurance, process optimisation and planning certainty.

You can find further details, including the type of data, the purpose of processing and the legal basis, below under the relevant products.

#### 3. You have the following rights as a data subject:

- a) To obtain information regarding the data that we have on file about you.
- b) To have any incorrect data that we may have on file about you rectified.

- c) To have data that are no longer required for the purpose stated erased or - where a requirement to store data exists - to have the processing thereof restricted.
- d) To receive data they provide in a structured, standard and machine-readable format.
- e) To file an objection if the processing of your data is based upon a legitimate interest/to its use for advertising purposes/to a decision based solely upon automated processing, including profiling.
- f) To lodge a complaint with the competent supervisory authority if you have doubts about whether the processing of your data complies with data protection regulations.

If you would like to assert your rights, please write to:

Deutsche Post AG  
Charles-de-Gaulle-Straße 20  
53113 Bonn  
Germany

or send an e-mail to: [datenschutz@dpdhl.com](mailto:datenschutz@dpdhl.com).

If you would like to exercise your right to object - in particular to the use of your data for advertising purposes - please contact the authorities listed.

If you would like to exercise your right to object - in particular to the use of your data for advertising purposes - please contact the authority listed under C) in relation to the relevant product.

#### **4. Storage period**

The data will be stored for as long as they are required. The necessity ensues either from statutory retention periods, such as from Section 257 of the *Handelsgesetzbuch* (HGB - German commercial code) or from Section 147 of the *Abgabenordnung* (AO - German fiscal code). Where such statutory periods do not exist, the data will be stored for contract performance and invoicing purposes and as proof of the correct performance of the contract, until the liability periods expire, and it will subsequently be erased.

#### **5. Deutsche Post DHL Data Privacy Policy**

The Deutsche Post DHL Data Privacy Policy regulates the standards for data processing throughout the Group, with a particular focus upon so-called third-country transfers, i.e., transmission of personal data to countries outside the European Union that are not recognised as having an adequate level of data protection. If you would like to know more about the Deutsche Post DHL Data Privacy Policy, please use this link:

[www.deutschepost.de/content/dam/dpag/images/F\\_f/Footer/Zusammenfassung\\_DataPrivacyPolicy\\_2014.pdf](http://www.deutschepost.de/content/dam/dpag/images/F_f/Footer/Zusammenfassung_DataPrivacyPolicy_2014.pdf)

#### **B) Data processing during visits to our website**

You can find information at [www.deutschepost.de/de/f/footer/datenschutz.html](http://www.deutschepost.de/de/f/footer/datenschutz.html) regarding the processing of data during visits to Deutsche Post AG's website ([www.deutschepost.de](http://www.deutschepost.de)).

## C) Postcard product

### 1. We store the following data:

Data item	Purpose of storage	End of purpose	Retention period after end of purpose
Card manager	Point of contact at the customer for all POSTCARD-related matters	When the customer's last POSTCARD contract (procedure 25) to which this card manager is assigned expires.	Twelve months
Customer: first name, last name, date of birth	Proof of a proper contractual relationship	When the POSTCARD contract to which the order relates expires.	Twelve months
Card holder	Performance of service provision	When the POSTCARD contract to which the service provision relates expires.	Six months
POSTCARD name/ID	Transparency for the customer	When this POSTCARD is permanently deactivated.	Six months
Internal user: first name, last name, e-mail address, telephone number	Access authorisation management	Last login	Six months

### 2. Purposes and legal basis of processing

The data are processed primarily for the purpose of performing the contract pursuant to Article 6 (1) b) of the GDPR. Pursuant to Article 6 (1) c) of the GDPR, processing may also occur in order to comply with legal requirements, such as, amongst others, Section 161 of the *Strafprozessordnung* (StOP - German code of criminal procedure), Section 40 of the *Postgesetz* (PostG - German postal act) and Section 13a of the *Unterlassungsklagegesetz* (UKIG - German injunctive relief act). Unless a statutory obligation to disclose data to public authorities or third parties exists, data will be disclosed to third parties only where the Postcard holder has given their consent. Hence, Article 6 (1) a) of the GDPR provides the legal basis. Finally, processing is also carried out for the additional purposes listed below:

- As part of our security requirements (e.g., for crime detection purposes).
- For the purpose of compiling statistics.
- For purposes of quality assurance, process optimisation and planning certainty.
- For sending you - where permitted - targeted advertising.

Deutsche Post AG has a legitimate interest in the above with a view to ensuring a smooth process and to improving products and services on an on-going basis. In Deutsche Post AG's view, no overriding legitimate interest exists as the intrusiveness of the processing is kept to a minimum, e.g., through pseudonymisation. Consequently, Article 6 (1) f) of the GDPR provides the legal basis.

If you would like to exercise your right to object - in particular to the use of your data for advertising purposes - please write to: Deutsche Post AG - Kundenservice BRIEF-Postcard, 53247 Bonn, Germany.

### 3. Recipients or categories of recipients:

Disclosure occurs to companies involved in providing our services (card production). Likewise, disclosure occurs as part of statutory obligations (e.g., to investigating authorities) or also to third parties, where statutory obligations exist. In addition, customer care services or also IT-related services are outsourced to service providers.

### 4. Transfer to a third country (i.e., the data are transmitted to a country outside the European Economic Area (EEA) or are accessed from there)

Your data are, as a rule, not processed in a third country.

### 5. Storage period

The card data will be stored for as long as they are required. If the intended purpose ceases to apply, the data will be stored for a further six or twelve months and they will subsequently be erased (in this regard, refer to C 1.).

### 6. Data processing during visits to our website

You can find information at [www.deutschepost.de/de/f/footer/datenschutz.html](http://www.deutschepost.de/de/f/footer/datenschutz.html) regarding the processing of data during visits to the Postcard product website ([www.deutschepost.de/de/p/postcard.html](http://www.deutschepost.de/de/p/postcard.html)).