1. Contracting parties

1.1 The Agreement on the Use of the Internetmarke (Internet Stamp)/Online Franking Interface is concluded between Deutsche Post AG, Charles-de-Gaulle-Straße 20, 53113 Bonn, Germany, Bonn Register Court HRB 6792 (hereinafter referred to as “DPAG”) and business customers who are users of the service.

1.2 The term “business customer” shall refer in particular to entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB). Entrepreneurs are natural persons or legal entities or partnerships with legal capacity who/which act in their commercial or self-employed, professional capacity when a legal transaction is performed. The term “business customers” shall also refer to legal entities under public law, even if they provide their services exclusively under public law.

2. Subject matter of the Agreement

DPAG provides the user the interface for the service “Internetmarke / Onlinefranking” with which franking marks can be created online for DPAG products. By connecting to the interface, the customer can create the technical requirements for his own application, for purchasing franking marks using the interface and, within the application itself, for making it available to end customers. The customer’s application may be client software which is installed on the end customer’s PC or an online service/Internet application which the end customer can access using the Internet (hereinafter referred to as “Application”). Customers are thus able to provide end customers with DPAG’s Internetmarke/online franking service as an integrated solution for the purchase of franking marks and corresponding further processing within the customer’s Application.

3. Conclusion of the Agreement

On the request of the user, DPAG issues a binding offer to conclude a contract about the application service “Internetmarke / Onlinefranking” with the user by providing these GT&Cs, the interface description according to paragraph 2 and the signature key. The user accepts the offer by entering his data and by using the signature key. In no event DPAG is obligated to issue an offer to the user.

4. Charges and billing

4.1 The use of the interface provided by DPAG is free of charge.

4.2 Any additional services shall be subject to separate agreements and shall be invoiced according to these agreements.

5. Duties and obligations of the user

5.1 The user shall be obligated to specify the data required for the conclusion of the Agreement truthfully and in full and to provide any evidence requested. Any changes to the data must be disclosed without delay and stored in the system. The user shall be obligated to manage his access data carefully and not to disclose it to third parties.

5.2 Both the user’s development (Application) and the use of the information provided (product and price information, information on the interface for the use of the Internetmarke/online franking service) may not be used unlawfully or immorally. The user shall also not be permitted in particular to provide his development (Application) on pages whose content violates the provisions of the German Penal Code (Strafgesetzbuch), the Interstate Treaty on the Protection of Minors in the Media (Jugendmedienverbote – JMStV) or any other applicable law, which is sexually offensive or is likely to severely morally endanger children or adolescents.
or their welfare, or the reputation of DPAG. The user shall accept sole and unlimited responsibility and liability for the content of his development.

5.3 The user shall develop his application in such a way, that the end customer has to accept the GT&Cs of DPAG for the service "Internetmarke / Onlinefranking", which can be found under http://www.internetmarke.de/agb.html, prior to the purchase of the Internetmarke via the interface.

5.4 The user shall develop his application in such a way, that the use of the user's application does not harm DPAG in any way, especially does not cause any financial losses.

5.5 The user is fully responsible for the development of his application and all services being provided in connection with the user's developed application. In particular is the user fully responsible, that the developed application and the services provided by the user in connection with his application comply with all applicable laws respectively do not violate the applicable laws.

5.6 The user shall not overload the interface (or any other interfaces that may be required for use) through excessive utilization. The user shall in particular prevent the interface from being overloaded by implementing suitable measures in his Application.

5.7 The user shall be obligated to take any and all measures required to back up and secure data so that neither the security, integrity, nor the availability of the systems which DPAG implements for the provision of its services are impaired.

5.8 The user shall be obligated to integrate the information provided by DPAG via the interface itself and additional information within the interface into his development (Application) in a manner which ensures that the interface can neither be attacked in any way nor interfered with.

5.9 The user shall be obligated to adapt his development (Application) to DPAG's specifications in the event of changes to the interface itself or to additional information provided within the interface.

5.10 The user shall be obligated to comply with DPAG's style guide specifications for the illustration of franking marks and other information provided via the interface and to implement them into his development (Application) accordingly.

6. Rights and obligations of DPAG

6.1 If the user or a third party for whom the user is responsible violates statutory requirements or these GT&C, DPAG shall be entitled to impose the following sanctions:
– DPAG may warn the user,
– DPAG may temporarily bar the services either in whole or in part,
– DPAG may delete the content.

If a sanction has been legitimately imposed, the user shall not be entitled to the repayment of any payments previously made. The right to termination without notice shall not be affected by the aforementioned sanctions.

6.2 DPAG shall be entitled to make any changes (e.g., changes related to the release or version) to the services provided, should they be necessary. Adjustments to the service and charges may be possible as a result of release or version-related changes. DPAG shall inform the user of any upcoming change to the services in good time. DPAG shall be entitled to carry out necessary maintenance work to the Internetmarke/online franking service at any time.

6.3 DPAG reserves the right to commission third parties, in whole or in part, with the performance of any of the services to be provided under this Agreement.

6.4 DPAG reserves the right to check sample printouts or similar, the franking marks which have been produced using the user's development (Application) or the development (Application) itself. If the check reveals any problems, the user shall rectify these himself. DPAG reserves the
right to prohibit the customer from using the interface if the check performed leads to a negative result.

7. Rights of use

7.1 DPAG shall grant the user the non-exclusive right, limited to the term of the Agreement, to integrate the interface services into his development (Application) and to provide the supplemented development (Application) to third parties either for a charge or free of charge. The user's right of use shall be limited to the current information provided by DPAG.

7.2 All rights to the information provided shall remain with DPAG. Any use going beyond what is permitted above shall be prohibited. The user shall in particular not be entitled to use the information provided beyond the permissible scope, to copy it, forward it or make it accessible to third parties or to modify or rework it in any way.

8. Indemnification

8.1 The user shall indemnify DPAG and its vicarious agents against any and all third-party claims asserted against DPAG as a result of a culpable breach of the duties specified in these GT&C and/or as a result of other culpable damaging actions committed by the user or a by third party for which he is responsible. In addition, the user shall compensate DPAG for any further losses, including the costs of legal proceedings or legal defense, should this become necessary. This obligation shall also apply in the event that the profile is misused by third parties, insofar as the user is to blame for this misuse.

8.2 DPAG reserves the right to assert all further rights and claims for damages.

9. Liability

9.1 DPAG shall be fully liable for any and all damage resulting from cases of deliberate intent or gross negligence.

9.2 If DPAG violates an essential contractual obligation (“cardinal obligation”) as a result of slight negligence, liability for any and all material and financial damage occurring as a result shall be limited to the typical damage expected under the Agreement. A cardinal obligation shall refer to an obligation whose fulfillment is a prerequisite for the proper performance of the Agreement, the infringement of which jeopardizes the achievement of the purpose of the Agreement, and upon whose compliance the user can normally rely. In all other cases, the liability of DPAG in cases of slight negligence shall be excluded. However, the exclusion of liability or liability limitation in cases of slight negligence shall not apply if injury to life, limb or health is caused as a result of the slight negligence. If damage has been caused by DPAG’s vicarious agents or legal representatives, this regulation shall apply accordingly.

9.3 DPAG shall not be liable in any way whatsoever for damage caused as a consequence of service downtime or delays in the provision of services based on unforeseeable events for which DPAG, its legal representatives or agents cannot be held responsible (“force majeure”). Force majeure shall be deemed in particular to be wars, unrest, natural disasters, fires, sabotage attacks by third parties (e.g., those caused by computer viruses), power failures, official orders, lawful measures of industrial dispute within the company and the failure or restriction of services of communication networks and gateways of other operators.

9.4 The user indemnifies DPAG and its agents from all third-party claims (in particular those arising from infringement of copyright, trademark and competition law) asserted against DPAG as a result of culpable violation of the obligations set out in these General Terms and Conditions and/or as a result of other culpable damaging actions of the user or a third party attributable to the user. Furthermore, the user shall provide compensation for any further damages which are incurred, including the cost of any necessary legal action and defense. This obligation also applies to the misuse of the user account by third parties if the user is at fault.
10. Data protection

1. The contracting parties undertake to observe the statutory provisions of the data protection law, in particular, the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG).

2. The contracting parties also undertake to use data transmitted as part of this Agreement exclusively for the purpose hereunder. Forwarding data to third parties for purposes not covered by the Agreement shall be expressly prohibited.

3. End users of the software/service provided by the developer must enter their personal data (username and password for the postage account) in the Application/in the infrastructure of the software/service provided by the developer in order to be able to use their personal postage account at Deutsche Post AG. This matter must be explained and notified to end customers. For this reason, the following text should be visible to the customer in a suitable place.

---------------------Textstart English version---------------------
You are using an application/software provided by <precise legal company name>, with which you can access your postage account at Deutsche Post AG by entering your existing Internetmarke login data, as well as create, purchase and print franking marks (Internet stamps). To do so, you need to enter your personal data (username and password). Please note that Deutsche Post AG has no influence over the entry, processing and, where relevant, storage of your data. This data shall be accepted by the application/software in question and processed by <precise company name> for the purpose of using the service and shall then be forwarded to Deutsche Post AG. Data entered shall, under certain circumstances, be processed further and stored on servers outside the European Union. By checking the box, you agree that any data you enter may be processed in this way. Should you not agree to this, please use the solutions provided by Deutsche Post AG to purchase your Internet stamps. The INTERNETMARKE GT&Cs, which can be called up at http://www.internetmarke.de/agb.html, apply to the use of this service.

-----------------------------Text end English version--------------

---------------------Textstart German version---------------------

-----------------------------Text end German version--------------

11. Confidentiality

11.1 The information provided or submitted to the user may only be used for the purposes under this Agreement. The user shall be obligated to keep the information provided secret and shall not disclose it to third parties.

11.2 The confidentiality obligation as per the above Item 11.1 shall not apply to information if and to the extent that

(a) the information was already in the possession of the user before the time of disclosure and it was not subject to a confidentiality obligation,
(b) the information was published without the involvement of one of the contracting parties or became generally known in any other way for which one of the contractual parties was not responsible,

(c) the information was lawfully transmitted to the user by one or more third parties following the conclusion of the Agreement and it was not subject to a confidentiality obligation, thus meaning that this Agreement was not violated by the user,

(d) the information was disclosed in accordance with statutory or administrative regulations. In this case, the user shall inform DPAG thereof immediately before the disclosure of the information and shall reach an agreement with DPAG on the next steps to be taken.

11.3 This confidentiality obligation shall remain in force for the term of this Agreement and shall continue to apply for a period of three years following the end of the Agreement.

12. Term and termination

12.1 The Agreement shall be concluded for an indefinite period. Either Party may terminate this Agreement by giving 14 working days’ notice in writing to the other Party. All rights of use that have been granted shall end immediately and automatically following the termination of this Agreement. Following the end of this Agreement, the user must delete all content provided by DPAG without delay and provide DPAG with written confirmation thereof.

The right to terminate the Agreement for good cause shall remain unaffected for both contracting parties. Good cause shall be deemed to exist in particular if:

– the user violates these GT&Cs or an applicable law and DPAG can no longer be expected to adhere to the Agreement,

– if the user displays the interface provided by DPAG or the information provided within the interface in such a way that the images of DPAG customers may be damaged or negative impressions may be gained thereof.

13. Final provisions

13.1 DPAG shall inform the user of changes to these GT&Cs or the charges in a suitable manner. If the user does not submit to DPAG a written objection within six months of receipt, these changes shall be deemed to have been accepted. DPAG shall make particular reference to this when notifying the user of changes.

14.2 Any differing General Terms and Conditions of the user shall not apply. They shall also not apply even if DPAG has not expressly objected to them.

14.3. The laws of the Federal Republic of Germany shall apply. However, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply, however. The language of the Agreement shall be German. The exclusive place of jurisdiction shall be Bonn, Germany.

14.4 Should a provision within these GT&Cs be invalid, this shall not affect the validity of the GT&C’s remaining provisions. An invalid provision shall be replaced by a new provision which comes as closely as possible to the intended economic meaning of the invalid provision. The same shall apply in the event of possible loopholes which need to be filled.

Last revised: July 2016