General Terms and Conditions – DIALOGPOST MANAGER

1 Scope

Deutsche Post AG, Charles-de-Gaulle-Str. 20, 53113, Bonn, Germany, hereinafter referred to as "Deutsche Post," shall provide the Customer with the DIALOGPOST MANAGER software and, if requested by the Customer, software updates via subscription ("subscription service") to download pursuant to the following Terms and Conditions of Use. These General Terms and Conditions apply to both DIALOGPOST MANAGER BASIC and PROFESSIONAL with all optional modules as well as the XML PORTOOPTIMIERUNG application that can be integrated into the system.

2 Object of use

(1) By installing the software on one of the Customer's IT systems, which must meet the minimum requirements specified by Deutsche Post, the Customer is provided with the technical means to optimize DIALOGPOST products for shipment in compliance with postal requirements. The installation of the software is not part of the service provided by Deutsche Post and must be performed by the Customer. Similarly, the use of DIALOGPOST products themselves does not form part of the service provided.

(2) Deutsche Post shall provide the Customer with operating instructions in the download area of the website www.dialogpost-manager.de.

3 Rights of the Customer as a consumer

If the Customer is a consumer, they shall be entitled to the rights according to Items 10 and 12 of these General Terms and Conditions. "Consumers" are natural persons who conclude a legal transaction for purposes which predominantly can neither be attributed to their commercial nor self-employed occupation.

4 Conditions of use

(1) The software shall be copyright protected. Deutsche Post shall reserve all rights insofar as the Customer is not granted any express rights to the software under this Agreement.

(2) Deutsche Post shall grant to the Customer a non-exclusive and non-transferable license, unlimited in time and place, to use the software for their own purposes, including the associated user documentation.

(3) The software must be able to access the valid Terms and Conditions of Posting in order for the posting documents to be printed out. If the Customer is not using the current version of the software, the printing function for the posting documents shall be blocked. The Customer shall be notified of the block at least 14 days in advance when launching the software. To this end, "Automatische Suche nach News" (Automatic search for news) must be activated in the software under "Optionen" (Options) - "Extras" - "Internet."

(4) The right of use shall entitle the Customer to use the software on an IT system that is available to them. The Customer shall be entitled to switch IT systems, but in doing so they must delete the software from the system used up until this point.

(5) The Customer shall be entitled to load the software from the original data carrier, to install it on the hard disk, and to load it on the main memory, provided that this is required for the use of the software.

(6) The Customer shall be authorized to reproduce the software provided that the relevant reproduction is required for the use of the software as per the Agreement, including fault clearance. Otherwise, the Customer shall not be entitled to reproduce the software and/or the associated documentation.

(7) The Customer shall be authorized to make a machine-readable copy of the software and the associated documentation for back-up purposes.

(8) The Customer shall ensure that no third party can reproduce software and/or the associated documentation.

(9) The Customer shall not be entitled to lease, lend, or temporarily transfer the software to third parties.

(10) The Customer shall be prohibited from reverse engineering the different production stages of the software, including program modifications; this shall apply in particular to decompilation of the programming code supplied into other code forms, unless they are permitted to do so under Sections 69d and 69e of the German Copyright Act (*Urheberrechtsgesetz*, UrhG).

(11) The right of use described in the previous paragraphs shall also be granted to the Customer for software updates that are made available to the Customer by Deutsche Post as part of the subscription service.

(12) On request and insofar as a legitimate interest exists, the Customer shall allow Deutsche Post or a third party commissioned by Deutsche Post to check that the use of the object of license is in line with the rights granted hereunder; the Customer shall endeavor to support Deutsche Post in the implementation of this check.

5 Further contract terms

Using the software shall not absolve the Customer from observing the dispatch conditions for DIALOGPOST, POSTWURFSPEZIAL and DIALOGPOST SCHWER pursuant to the respectively valid descriptions of services and associated GT&Cs, as amended.

6 Co-operational duties of the Customer

(1) The Customer shall immediately inform Deutsche Post in writing of any changes and additions that may affect the performance of services (e.g., relocation) and/or the contractual relationship (e.g., bank details, change of name).

(2) The Customer shall check the work results produced by the software in relation to the correct implementation of the data entered to a reasonable extent. This shall apply in particular to the correct reproduction of the addresses used.

(3) The customer may install the software only on such IT systems that meet the minimum requirements pursuant to the website www.dialogpost-manager.de.

(4) The Customer shall always use the currently valid version of this software for optimizing dispatch.

7 Term and right to terminate the subscription service

(1) The software shall be provided for an indefinite period of time.

(2) If the Customer also orders the subscription service, this subscription service agreement shall run for an indefinite period. The Customer and Deutsche Post may terminate the subscription service agreement at any time without specifying a reason, with termination taking effect from the end of a calendar year.

(3) The right to termination for good cause shall be unaffected. Good cause may include, in particular, default in payment by the Customer of at least two months and violation of the conditions of use listed in Item 4.

8 Charges

(1) The Customer shall pay the usage charge specified in the valid price list for Deutsche Post services. All amounts specified in the valid price list shall be net amounts and shall exclude statutory value added tax, unless stipulated otherwise by a different provision. The licensor shall list the tax rate and the value added tax amount separately on the invoice. The consumer prices, i.e., usage charge including the legal value added tax, shall be listed separately on the price list, next to the prices for traders.

(2) License fees refer to a one-time payment; if the Customer has ordered updates, the flat-rate service charge for updates shall be paid each year. Payment shall be invoiced to the Customer by Deutsche Post after the software has been supplied or downloaded or, in the case of the subscription service, annually and shall be payable by the Customer within 14 days of receipt of the invoice. Payment must be made to the account specified on the invoice, and the invoice number must be quoted.

9 Liability

(1) Deutsche Post shall be fully liable for damage caused with intent or as a result of gross negligence, as well as damage resulting from injury to life, limb or health, or from a guarantee expressly assumed by Deutsche Post, or under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG).

(2) In all other respects, Deutsche Post shall be liable for damage only in cases where Deutsche Post or one of its vicarious agents violates a significant contractual obligation (cardinal obligation). Cardinal obligations refer to essential contractual obligations that form the basis of the Agreement, which are crucial for the conclusion of the Agreement and on whose fulfillment the licensee may rely. If Deutsche Post has violated these cardinal obligations as a result of slight negligence, its liability shall be limited to the amount that could be reasonably foreseen for Deutsche Post at the time the service in question was provided.

(3) If data is destroyed and/or lost, Deutsche Post's liability for recovery shall be limited to the level of effort that would have been involved if the Customer had correctly created back-up copies for reconstruction purposes.

(4) The Customer shall be fully liable for any consequences and disadvantages incurred by Deutsche Post and third parties as a result of

misuse or illegal use of the software or that are caused by the Customer failing to comply with their duties under this Agreement with the responsibility for this failure to comply being attributable to the Customer.

10 Warranty

(1)   If the Customer is a consumer, they shall be entitled to warrant rights within the legal scope from the date on which the software is handed over or downloaded.

(2)   If the Customer is not a consumer, the Customer must examine the software and software updates immediately after downloading them from the download center and notify Deutsche Post immediately of recognizable defects. If a defect becomes apparent later, the Customer must report the defect as soon as it becomes known. If the Customer does not report the defects in time, they shall not be entitled to a warranty right for such defects. In the case of a material defect of the software or a software update, i.e., those which exclude or significantly limit the usability of the software or individual modules, Deutsche Post shall provide remedies by immediately delivering updates or patches. In the case of insignificant deficiencies, i.e., those that do not fundamentally impair the usability of the software, Deutsche Post shall remedy deficiencies by providing updates and patches within the scope of its regular cycle. If the remedy fails, the Customer can reduce (decrease) the remuneration or withdraw from the Agreement in case of significant defects. The Customer may claim damages only on the conditions of Item 9. The warranty period shall be valid for 12 months.

11 Other provisions

(1)   Amendments, additions, and the cancellation of the Agreement must be made in writing. This shall also apply to any changes to this written form requirement.

(2)   Deutsche Post shall inform customers of changes to these GT&Cs in a suitable manner. If the Customer does not submit to Deutsche Post a written objection within one month of receipt, these changes shall be deemed to have been accepted.

(3)   German law shall apply to all legal relations between the Parties, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(4)   Bonn, Germany, shall be the exclusive place of jurisdiction for legal disputes involving merchants, legal persons under public law, or special funds subject to public law resulting from agreements based on these GT&Cs.

(5)   Should any of the current or future provisions of these GT&Cs be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In this case, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates the intended objectives of the invalid or unenforceable provision. This shall also apply with regard to filling any loopholes in the Agreement.

12 Revocation instructions

As a consumer you shall have the right to revoke this Agreement within fourteen days, without specifying a reason.
The revocation period shall be fourteen days from the date the Agreement was concluded.
To exercise your right of revocation, you must inform us (Deutsche Post AG, Headquarters, Dept. 331, 53250 Bonn, Germany, e-mail: it-csp@deutschepost.de) of your decision to revoke this Agreement by means of an unambiguous declaration (e.g., a letter sent by post or an e-mail). To this end you may use the sample revocation form appended, however, you are not required to do so. The revocation period shall be deemed to have been complied with if you have sent the notice of revocation before the end of this period.

Consequences of revocation

If you revoke this Agreement, we shall repay all payments that we have received from you promptly and no later than fourteen days following receipt of your decision to revoke this Agreement. These payments shall include delivery costs but exclude any additional costs incurred by your selection of a delivery method other than the most cost-efficient standard delivery offered by us. These payments shall be reimbursed using the same payment method that you used for the original transaction, unless expressly agreed otherwise with you. You shall not incur any charges due to this repayment. We may refuse to make repayments until the goods have been returned to us or until you have provided proof that you have returned the goods, depending on which is the earlier point in time.
You must return or hand over the goods to Deutsche Post AG, Headquarters, Dept. 331, 53250 Bonn, Germany, without delay, but no later than fourteen days after you have notified us of your decision to revoke this Agreement. This period shall be deemed to have been observed if you have posted the goods before the end of these fourteen days.

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You shall bear the direct costs associated with the return of the goods.
You shall be liable to pay for any diminished value of the goods resulting from any handling other than as necessary for the purposes of examining the condition, features and functioning of the goods.

Last updated: August 1, 2023

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Annex to the General Terms and Conditions – DIALOGPOST MANAGER

Notice of revocation regarding the order of the software
DIALOGPOST MANAGER* / Professional* / XML PORTOOPTIMIERUNG*

If you would like to revoke the Agreement, please complete and return this form.

To

Deutsche Post AG
Headquarters
Department 331
53250 Bonn, Germany

E-mail: it-csp@deutschepost.de

I hereby revoke the Agreement I concluded regarding the purchase of the software DIALOGPOST MANAGER* /
Professional* / XML PORTOOPTIMIERUNG* / regarding the subscription to supply software updates*

Ordered on:

Consumer's name and address:

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Date, consumer's signature (only for paper-based correspondence):

(*) Please delete where not applicable.
Sample notice of revocation

Deutsche Post