

Terms and Conditions for Address Delivery

These terms and conditions (hereinafter **"T&Cs"**) are concluded between addservice media GmbH, Otto-Volger-Straße 19, 65843 Sulzbach/Ts. (hereinafter **"addservice"**) and the company ordering services from addservice (hereinafter **"Contractual Partner"**), referred to individually as **"Party"**, and collectively as **"Parties"**.

Abstract:

Hyperservice GmbH (hereinafter **"Hyperservice"**) and Performance Lead GmbH (hereinafter **"Performance Lead"**) and Pelema Pte. Ltd. (hereinafter **"Pelema"**) generate individualised consumer data by means of different Internet campaigns, e.g. surveys and competitions. When registering for respective campaign, the user will generally declare his consent to receive advertising on behalf of sponsors designated by their names, and identified during the registration process, and of the operator concerned.

Hyperservice, Performance Lead and Pelema are the owners and administrators of the data bases in which the personal data of the users concerned, who have given their consent to receive advertising, are stored. addservice is authorised by Hyperservice, Performance Lead and Pelema to market in its own name the data so generated. The release of this Agreement is also covered by the authorisation.

The generation of data and the data processing is carried out under observance and application of the relevant data protection regulations. In addition, contracts between addservice on the one hand and Hyperservice, Performance Lead and Pelema respectively on the other hand concerning data processing in accordance with Art. 28 of the European General Data Protection Regulation (GDPR) have been laid out, under which addservice, amongst other things, is explicitly authorised to market such data for the purpose of direct marketing.

In this respect, the Parties agree the following:

1. Framework agreement and scope of services

The present T&Cs cover the intended purchase of generated data sets by the Contractual Partner from addservice. The product, the module, the specification, the volume, the target market, the payment model/price, as well as possible campaign periods and minimum acceptance rates shall be agreed under an individual contract/insertion order (hereinafter **"IO"**) to be concluded between the Parties.

2. Explanation of the products

The Contractual Partner hereby confirms that he knows the different products that he

wishes to order and has been informed about them. The Contractual Partner is aware that he should select the product address Delivery if

Hyperservice, Performance Lead or Pelema should generate via various Internet campaign individualised datasets with opt-in to advertising. By choosing the product address Delivery the Contractual Partner can select between the modules Sponsoring, Telemarketing, Co-Registration, Product Order and Lifestyle. Within these modules the Contractual Partner can choose between the datasets for advertising by Email-, Telephone, SMS and/or post. The use of the datasets can be carried out by the Contractual Partner in his own name, by the Contractual Partner for a third party or by a client of the Contractual Partner after forwarding as per order to that client.

In addition, the Contractual Partner can select between the following Opt-In Variants: a) Addresses, for which the user, after giving his opt-in to receiving advertising, receives a confirmation email at the address that he named during registration, and which has not been returned as **"Undeliverable"** (hereinafter **"Confirmed Opt-In"** or **"COI"**); b) Addresses, for which the user receives a confirmation email after registration, that is not returned as **"undeliverable"** and the arrival of which the user has actively confirmed by clicking on an embedded hyperlink therein (hereinafter **"Double Opt-In"** or **"DOI"**).

3. Provisions applying to the product address Delivery

3.1 Relationship between the Contractual Partner and the Client/use of data

The Contractual Partner is aware that if he himself wishes to act as the sender of the advertising or as the user of the datasets. In this case, the Contractual Partner will be listed as a sponsor in the sponsor list. The Contractual Partner contacts the users in his own name.

Furthermore, the Contractual Partner is aware that if the client himself wishes to appear as the sender of the advertising or as the user of the contact data. The Contractual Partner simply acts as an intermediary. In this case the client of the Contractual Partner must be listed as Sponsor in the Sponsor list. The client contacts the user in the client's own name.

3.2 Authorisation for use

3.2.1 The datasets will be handed over in the form of advertising marked in the IO (e-mail, telephone post and/or SMS).

3.2.2 Depending on the respective intended use of the data sets, the Contractual Partner may use the data sets to advertise either his

own products or those of a specifically named Client, or otherwise – after transfer of the datasets from Hyperservice, Performance Lead or Pelema to the client – may allow the data records to be used by his client. Any use other than covered by these T&Cs and IO is not permitted. Likewise forwarding the data to third parties that are not entitled under the provisions of these T&Cs is also not permitted.

3.2.3 For an agreed email advertising activity (stated in the respective IO) a dataset may only be used twice per week.

3.2.4 In the case of the forwarding of a dataset for Telephone advertising and/or SMS advertising only a single successful contact may be established per address. A contact is already considered to have been successful if (only) one natural person is reached.

In case of re-registration of one of our user on our collecting url after six (6) month, the contractual partner commit to accept the Opt-in delivery and to deal with it as any other data.

3.3 Obligations of addservice

3.3.1 addservice shall ensure that the Contractual Partner or his client is included with the prize/actions sponsors on the competition pages of Hyperservice, Performance Lead or Pelema, in accordance with the selected type of use, to the extent that this is necessary for carrying out the agreement.

3.3.2 addservice shall only allow forwarding of data sets if the Contractual Partner and/or Client – according to the intended use of the data sets – has/have been designated as a sweepstake/campaign sponsor in the context of the registration.

3.3.3 addservice will only permit the forwarding of such datasets for which the consent is still valid, and which has not expired in the meantime, for example by being revoked.

3.4 Obligations of the Contractual Partner

3.4.1 For E-Mail and SMS advertising, the Partner is not permitted to send any kind of advertising, whether directly or indirectly, to the data sets received, containing sender identification directly connected with addservice and/or Hyperservice and/or Performance Lead and/or Pelema

Furthermore, the Contractual Partner is forbidden, during any Telephone advertising and/or postal advertising, from giving the impression that the Telephone advertising and/or postal advertising was initiated by addservice and/or Hyperservice and/or Performance Lead and/or Pelema, or that addservice and/or Hyperservice and/or Performance Lead and/or Pelema, involved in any way where the Contractual Partner or his Client has been named in the Sponsor list, or a separate Opt-In has been obtained within the

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context of a Co- Registration order or a Lifestyle order.

3.4.2 If the Contractual Partner and/or the Client are asked to provide evidence of an may be indicated which has generated the individual dataset – thus either Hyperservice, Performance Lead or Pelema

3.4.3 The Contractual Partner will ensure that the advertising used by him, and the advertised goods and/or services are in conformity with the law and do not violate the rights of third parties. He warrants not to use any advertising texts nor to promote goods and/or services that include any illegal content and/or are themselves illegal (e.g. due to illegal, obscene, pornographic, violence-promoting, abusive, harassing and/or defamatory content, materials and/or information) and/or with regard to which in particular the sale of the promoted articles is not permitted in the market/country concerned (e.g. unauthorised gambling) and/or to which sales restrictions apply, which would be breached in the event of sending out the mails/advertising (e.g. FSK18 prohibition on advertising games of chance under constitutional legislation) and/or through which the rights, trademarks or copyright of third parties would be infringed.

3.4.4 In addition, the Contractual Partner agrees to be included in the list of sponsors. A listing can also occur in several places, including the use of a company logo, the company name and/or the lettering style of the Contractual Partner. The Contractual Partner agrees that the company logo, the company name and/or the lettering style may be used for the purposes of the competition itself and for reference purposes on the addservice website.

3.4.5 In cases in which the Contractual Partner wishes to sell products or services directly by means of the advertising, and in particular in Co-Registration and Product Order, the Contractual Partner is under obligation to make available general terms and conditions and data protection statements, providing that this is necessary for carrying out the sale. With regard to this the Contractual Partner affirms that he offers in the advertising all required information, in particular with regard to price, product, payment, duration and termination and identifies them as such.

3.4.6 As soon as the Contractual Partner becomes aware that a consumer has withdrawn his consent given during the generation process with respect to advertising, data protection law or for other reasons, so as to affect the validity of such consent, then the Contractual Partner must inform addservice thereof immediately, but at latest on working days within 24. At the request of addservice, the Contractual Partner must immediately prove, by

presentation of a properly informative and written documentation, and at latest on working days within 24 hours, that such an exercise of his rights by the consumer concerned has in fact occurred. For this purpose, in particular, the actual wording of the consumer in relation to the exercise of rights in question must be made available to addservice. The Contractual Partner shall ensure that he receives the necessary information in order to comply with the above-mentioned obligations, and in particular when he uses a service provider for contacting the consumer.

3.4.7 In addition to this, the Contractual Partner undertakes, that he will agree with the Client that the Client declares his consent for the use of the company logo, the company name and/or the lettering style of his business, as well as for listing among the prize/action sponsors.

3.4.8 In cases in which the Contractual Partner is acting as an intermediary, the Contractual Partner undertakes also to impose upon his client all the obligations from the present GTCs, , and in particular the provisions of 3.4.1 to 3.4.6 and 3.5.1 to 3.5.4.

3.4.9 The Contractual Partner is under obligation upon request to assign to addservice any claims arising from these T&Cs.

3.4.10 Upon the issue of an order, the Contractual Partner acting as a broker shall assign to addservice all and any payment claims against his client under the contract on which this claim is based. addservice hereby accepts this assignment (assignment for security). addservice will be entitled to disclose and claim this to the Contractual Partner's client in the event that addservice claim against the Contractual Partner has not been paid within the respective payment period stated in the invoice.

3.5 Problem Incidents

3.5.1 If the parties learn that a dataset is at risk of being improperly registered (e.g. unauthorised registration in or under the name of a third party) and/or that the advertising consent of a user has been withdrawn, objected to or that a person so entitled is asserting his rights in some other manner, they will inform one another thereof without delay. Then, depending on the purpose of such request as has been implemented, the dataset affected will be blocked by both parties and no longer used.

3.5.2 In the case of legal recourse by a third party who casts doubt on the effectiveness of a consent, the Parties will promptly inform

one another of the facts and agree on a possible course of action.

3.5.3 The responsibility for the contents and the form of the advertising that is disseminated using the advertising dataset lies with the Contractual Partner – in particular with reference to Point 3.4.3 of the present T&Cs. If a third party makes a claim against addservice and/or Hyperservice and/or Performance Lead and/or Pelema due to the content and/or the form of the advertising, the Contractual Partner will hold the respective company claimed against harmless from all possible claims, and will also assume the reasonable costs of legal defence. This does not affect any right to claim compensation for damages.

3.5.4 The Contractual Partner bears sole responsibility for the contents, the documents (general terms and conditions or data protection statement) and the required information which is made available in connection with Co-registration and/or Product Order, especially in relation to point 3.4.5 of the present T&Cs. If a third party makes a claim against addservice and/or Hyperservice and/or Performance Lead and/or Pelema due to the contents of the documentation and/or missing or faulty information made available in connection with Co-Registration and/or Product Order, the Contractual Partner will hold the respective company claimed against harmless from all possible claims, and will also assume the reasonable costs of legal defence. This does not affect any right to claim compensation for damages

3.7 Payment/invoicing

3.7.1 All delivered datasets shall be paid for.

3.7.2 Invoicing will be carried out monthly. All prices quoted are net of any VAT.

3.7.3 The payment period will be stated in the respective IO. The fee may be calculated by using different methods: **"Net Basis"**: The Contractual Partner shall, where no use by the client has been agreed, receive the datasets from the generation process for comparison with his own databank or the databank of his client (provided this is permissible under data protection law). In the case of agreement on use by the client, the client will receive the data for comparison with his own databank. The Contractual Partner will pay for the new or net datasets, which means for such datasets as are not already present in his databank or in the databank of his client. For this purpose, a dataset will already be deemed as new or net if it is only the agreed advertising channel (Email, Telephone, Post or SMS), via which the user is to be contacted, that was absent from the databank of the Contractual Partner

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or that of his client (hereinafter “**Net dataset**”). Hence, a dataset should, for example, already be viewed as a net dataset if all the other parameters in the dataset are identical, except for the email address, but it is precisely via the email address that the user is to be contacted. This applies correspondingly for the advertising channels telephone, post and SMS. The Contractual Partner is obliged to report to addservice the net datasets obtained in this way. If the Contractual Partner or - in the case of a stipulated supply to a client - the client has not sent any report to addservice two weeks after receipt of the data Delivery, addservice shall from that date have the right to submit to the Contractual Partner a charge using a minimum charge rate of 95% of the original order.

“**MPQ**”: The Parties can also agree on a Minimum Purchase Quota, irrespective of the actual quantity of the net datasets.

The relevant method for charging and the payment period after receipt of invoice will both be agreed in the IO.

3.8 Data protection

3.8.1 The Contractual Partner undertakes, when a data transfer is made to a non-EU country for which no adequacy decision has been made by the European Commission within the meaning of Art. 45 GDPR, to make with addservice a Supplementary Agreement “SET II Standard contractual clauses for the transfer of personal data from the Community to third countries (Commission Decision C(2004)5721)” which supplements the present general terms and conditions, in order to ensure a level of security corresponding to the data security level of the European Union.

3.8.2 If the Contractual Partner acts as a contract processor for his client. The Contractual Partner shall guarantee that all the legal requirements for contract processing and data transfer will be observed, including where necessary any suitable guarantees that may be necessary in accordance with Art. 44 et seq. GDPR.

3.8.3 The Contractual Partner warrants that he will comply with the requirements under data protection law that apply to him and/or the contractual relationship, and that he will inform addservice without delay if any circumstances arise that have implications under data protection law.

3.9 Sanctions in the event of a breach of the Agreement

3.9.1 The Contractual Partner undertakes to pay to addservice a contract penalty of up to

EUR 10,000.00 for each culpable breach of the provisions of these T&Cs, depending on the seriousness of the offence and the degree of culpability of the Contractual Partner. This provision does not impair the right to assert a claim for compensation for damages.

3.9.2 For use of datasets by the client, the Contractual Partner is under obligation to impose the same contractual penalty on his own client for the benefit of addservice, so that in the event of a breach of the Agreement, addservice possesses a direct claim for contract penalty against the client.

3.10 Delivery of data through third parties

3.10.1 The Contractual Partner agrees that addservice may use third party enterprises (hereinafter “**Supplier**”) in order to fulfil its Delivery obligations.

3.10.2 addservice will agree with the Supplier that the latter generates the datasets in accordance with the legally applicable regulations.

3.10.3 The Contractual Partner herewith agrees that addservice is entitled to take receipt of the Supplier’s datasets directly from the Supplier. Furthermore, the Contractual Partner agrees that the datasets will be subsequently validated and transferred to the Contractual Partner.

3.10.4 In addition, the Contractual Partner agrees that he should be included and listed with the prize/action sponsors. A listing can also occur at several places, also including through the use of a company logo, the company name and/or the lettering style of the Contractual Party. The Contractual Partner agrees that the company logo, the company name and/or the lettering style may be used for the purposes of the competition itself and for reference purposes on the addservice website.

3.10.5 In the event of supply by a supplier other than addservice, the provision in point 3.5.3 of the present Agreement shall also extend to the Supplier.

3.10.6 In cases of a contractually agreed transfer of data to the contractual partner, addservice commits to impose on his supplier the obligations stated in the subparagraphs 3.10.1, 3.10.2, 3.10.4, 3.10.5 and 3.10.6. The supplier ensures that all terms of data protection law are complied with.

4. Miscellaneous

4.1 With the issue of the first IO, the Contractual Partner accepts the present T&Cs. This agreement is concluded for an indefinite period and can be terminated by either party giving a period of notice of one

(1) week. In the event of termination of this Agreement, any campaign that has already started must be carried out and completed within the notice period. A particular IO can be separately terminated in accordance with the notice period agreed on separately in that IO. Any obligations in these T&Cs which, by their nature, also continue to apply after termination, shall likewise continue to apply after such termination.

4.2 The IOs concluded under the present T&Cs become integral parts of the present T&Cs. If any contradiction arises between the provisions of an IO and the present T&Cs, the provisions of the IO shall have precedence.

4.3 No general terms and conditions of the Contractual Partner shall apply.

4.4 Subject to any legal or other obligations imposed by the Courts, both Parties shall maintain confidentiality concerning the conditions agreed in the present T&Cs and the IO, as well as the content of this Agreement.

4.5 If one or several provisions of these T&Cs should be or become lawfully ineffective, this shall not impair the validity of the other provisions. The invalid provision will be replaced as quickly as possible with another provision most closely approximating the economic intent and content of the invalid provision.

4.6 In order to be effective, any changes and amendments to these T&Cs, including the present requirement for written form, must be made in writing. The Parties also agree that for the purposes of complying with the written form, an electronic signature in the DocuSign or EchoSign procedure is sufficient.

4.7 German law applies. The place of jurisdiction is Frankfurt am Main