

General terms and conditions

State: 08.07.2020

1. All our contracts, deliveries and services, including consultations and design orders, are based on these general terms and conditions. We must expressly object to and reject any deviating terms and conditions of business.
2. PRODATA provides services in direct marketing. The Client acquires the right of use and sale of cleaned and supplemented data, as far as no rights of third parties are listed in the contract or these General Terms and Conditions. All work provided by PRODATA in the context of the business initiation, such as documents, ideas, offers, specifications, concepts and scripts are the property of PRODATA and may not be passed on or used other than for the formation of a cooperation.
3. PRODATA points out that according to the state of the technology it is practically not possible to provide the processing of data without errors under all conceivable circumstances. The Client is obliged to check received data immediately and to notify PRODATA in writing of errors within one week in a comprehensible form, stating the information useful for error detection. PRODATA is required to correct errors within a reasonable period of time. The client is obliged to cooperate in the elimination of errors. If the client does not fulfill this obligation with the necessary diligence, he loses his liability claims.
4. Data reconciliations and duplicates are processed by PRODATA in a long-term proven standard setting. This considers a balance between, on the one hand, uncertain identified mappings and mappings that are no longer identified. Incorrect mappings are approx. 3-5% when identifying telephone numbers, and approx. 1% for all other matches. Unidentified assignments are approx. 3-5% for all matches. The client is obligated to provide any information that may be useful for the assignment and to describe the type of data when handing over data. PRODATA points out the possibility of adjustment of matching according to the wishes of clients.
5. The liability is limited to the order value. Liability for consequential damages is excluded, as far as legally permissible. A further liability is possible in case of assumption of liability by the business liability for IT operations of PRODATA with a sum insured of up to 1,000,000. PRODATA and/or its licensors update their address and/or data inventories in the regular intervals customary in the industry. A guarantee for up-to-dateness, correctness or completeness of the addresses and/or data beyond this cannot be assumed.
6. PRODATA and its data suppliers update their address and/or data inventories at the regular intervals customary in the industry. Any further guarantee for topicality, correctness or completeness of the addresses and/or data cannot be assumed.
7. Estimated delivery dates are not binding. Delay occurs at more than 30% overrun of the processing time. Liability for delay is excluded in cases of force majeure and labor disputes. .

IT-LEISTUNGEN FÜR
✓ MARKETING
✓ VERTRIEB
✓ E-COMMERCE

LEISTUNGSSIEGEL



**PRODATA DATENBANKEN UND
INFORMATIONSSYSTEME GMBH**
KRIEGSSTRASSE 236
76135 KARLSRUHE
TEL.: 0721-98171-111
FAX.: 0721-98171-300
VERTRIEB@PRODATA.DE
WWW.PRODATA.DE

BANKVERBINDUNG
COMMERZBANK KARLSRUHE
BLZ: 660 400 18
KONTO: 222990400
SWIFT/IBAN COBADEFF660
DE06660400180222990400

GESCHÄFTSFÜHRUNG
DIPL. WIRT. ING. (TH)
THORSTEN HEFTRICH
DIPL. WIRT. ING. (TH)
WOLFRAM EBERITZSCH
AMTSGERICHT MANNHEIM
HRB 106652

8. If the material necessary for the execution of the order is not provided in time by the Client or its agents to PRODATA, the contractually agreed completion date is postponed according to the delay by a reasonable period of time, taking into account the capacities available at PRODATA. If the difficulties encountered result in a not insignificant additional expense, it will be charged separately.
9. If the client cancels the order or carries out the order with different quantities than agreed, then 1/3 of the shortfall will be charged upon notification up to 1 month before order execution, and 2/3 thereafter. A higher damage remains reserved.
10. If PRODATA is provided with material - especially data - the client must duplicate it and keep it with him. The liability in case of loss is limited to the material value.
11. The client is informed that the transmission on electronic way (EMail, Internet, modem or ISDN) is not completely safe and an abuse from third side cannot be excluded. PRODATA is entitled to return data on the same way on which PRODATA has received them. Liability for misuse is excluded.
12. PRODATA recommends to all clients the conclusion of a fidelity insurance to protect data, which are managed or processed by PRODATA on behalf, against misuse and address theft.
13. PRODATA is entitled to provide services and individual parts of the service through affiliated companies.
14. PRODATA points out to the Client that in case of a transmission of external data it has to ensure that the address owners must have released the involvement of PRODATA.
15. PRODATA points out to the Client that it must ensure that individuals receive a notice of the right to object to advertising as soon as a contractual relationship is established or a prize is offered.
16. PRODATA points out to the Client that the latter must ensure that the individuals concerned are informed of the origin of the use of third-party data.
17. PRODATA points out to the client that he has to inform the list owners about all further processors. These should have signed the DDV declaration of obligation.
18. PRODATA advises the Client that it must inform all processors about the list owners. These should have signed the DDV declaration of commitment.
19. PRODATA advises the client that the Robinson list should be used.
20. Unless otherwise agreed in writing, personal data will be deleted from storage media in the data network no later than 6 months after execution of the order. Unless otherwise agreed in writing, personal data will be saved on external media within the framework of the data backup concept and stored in the bank safe deposit box protected against unauthorized access for an indefinite period of time.

IT-LEISTUNGEN FÜR
✓ MARKETING
✓ VERTRIEB
✓ E-COMMERCE

LEISTUNGSSIEGEL



**PRODATA DATENBANKEN UND
INFORMATIONSSYSTEME GMBH**
KRIEGSSTRASSE 236
76135 KARLSRUHE
TEL.: 0721-98171-111
FAX.: 0721-98171-300
VERTRIEB@PRODATA.DE
WWW.PRODATA.DE

BANKVERBINDUNG
COMMERZBANK KARLSRUHE
BLZ: 660 400 18
KONTO: 222990400
SWIFT/IBAN COBADEFF660
DE06660400180222990400

GESCHÄFTSFÜHRUNG
DIPL. WIRT. ING. (TH)
THORSTEN HEFTRICH
DIPL. WIRT. ING. (TH)
WOLFRAM EBERITZSCH
AMTSGERICHT MANNHEIM
HRB 106652

21. The Client authorises PRODATA to conclude address maintenance contracts with Deutsche Post Adress GmbH, Am Anger 33, 33332 Gütersloh, for the Client within the scope of the address maintenance measures covered by the contract. In this respect, the Customer shall become a direct contractual partner of Post Adress. In this respect, the Customer accepts the General Terms and Conditions of Deutsche Post Adress GmbH for the data reconciliation of its own inventory data with the Post Adress relocation database or the General Terms and Conditions for the data reconciliation of leased address inventories with the Post Adress relocation database. In particular, the Customer accepts the conditions of use with regard to the transferred data, which are subject to a contractual penalty. Post Adress is entitled to verify compliance with the terms of use itself or through a member of the consulting professions (lawyer, tax advisor, auditor) who is bound to professional secrecy. The aforementioned Post Adress GTC are available in full at www.postadress.de.
22. The Client authorizes PRODATA to access directories for locating telephone and fax numbers, as well as additional information released for publication, on behalf of the Client within the scope of the address maintenance measures covered by the contract. In this respect, the Customer shall become a direct contractual partner of the Service Provider. The use of the determined data is only permitted for this purpose. Use or processing for other purposes is only permitted under the strict conditions of the German data protection laws, in particular the Federal Data Protection Act. Any use or exploitation for other purposes is not permitted. Thus, in particular, the complete, partial or excerpted use for commercial address exploitation, commercial provision of information or as a basis or aid for the compilation or supplementation of subscriber or address directories of any kind and in any media form (in print form, electronically, on CD-ROM, etc.) as well as the reading of this directory for the aforementioned purposes and for purposes of other commercial use is not permitted and will be prosecuted by the providers in accordance with applicable law to the fullest extent of the law.
23. The Client authorizes PRODATA to provide the free address check through a sub-service provider.
24. All delivered addresses with or without telephone number may not be used by Client more frequently than contractually agreed. Without express agreement the supplied addresses may be used only once for an addressed or telephone advertising campaign. The transmission of an address with a telephone number does not mean that the company/person concerned agrees to be contacted by telephone for advertising purposes. The risk of a possible warning shall be held by the customer. The sale or transfer to third parties as well as the use for further advertising mailings is, as well as a compound advertising, inadmissible. We verify compliance with this agreement by means of control addresses and numbers integrated into the address deliveries. Each individual use in violation of the agreement shall oblige the customer to pay a contractual penalty in the amount of ten times the fee for the total delivery, which also included the address used in violation of the agreement.

IT-LEISTUNGEN FÜR

- ✓ MARKETING
- ✓ VERTRIEB
- ✓ E-COMMERCE

LEISTUNGSSIEGEL



PRODATA DATENBANKEN UND INFORMATIONSSYSTEME GMBH

KRIEGSSTRASSE 236
76135 KARLSRUHE
TEL.: 0721-98171-111
FAX.: 0721-98171-300
VERTRIEB@PRODATA.DE
WWW.PRODATA.DE

BANKVERBINDUNG

COMMERZBANK KARLSRUHE
BLZ: 660 400 18
KONTO: 222990400
SWIFT/IBAN COBADEFF660
DE06660400180222990400

GESCHÄFTSFÜHRUNG

DIPL. WIRT. ING. (TH)
THORSTEN HEFTRICH
DIPL. WIRT. ING. (TH)
WOLFRAM EBERITZSCH
AMTSGERICHT MANNHEIM
HRB 106652

The submission of a control address or control number shall suffice as proof of the infringement. The assertion of a further claim for damages remains unaffected, whereby in this case the contractual penalty to be paid will be credited against the claim for damages. The addresses, data and information provided by PRODATA or partners may be used exclusively within the framework of legal regulations, in particular the Federal Data Protection Act. The Client is liable for compliance with these regulations.

25. The liability is excluded in case of non-performance due to restrictions by service and address providers not foreseeable by PRODATA.
26. PRODATA reserves the copyright to the ideas, processes, concepts, programs, texts, drafts and final drawings developed by PRODATA.
27. Prices do not include VAT, postage, packaging and shipping. Deliveries to PRODATA are to be made free domicile.
28. Payments are due without deduction within 10 days after receipt to account 222 990 400 at Commerzbank AG Karlsruhe, BLZ 660 400 18. In case of default PRODATA is entitled to charge interest of at least two percent above the discount rate of the European Central Bank. A higher damage caused by delay remains reserved. Bank charges for foreign bank transfers and other bank deductions shall be charged to the Client. The total amount to be invoiced is to be paid in full. The delivered goods remain our property until full payment.
29. PRODATA has the right to optionally suspend services or to terminate extraordinarily if agreed fees have not been paid or if the Client has filed for insolvency.
30. The Client is authorized to set-off with counterclaims and to withhold payments only if and insofar as its claims are undisputed and legally binding.
31. PRODATA acquires a pledge according to §§ 1204 et seq. on all goods and other things, which the Client has handed over to us or stores with us or has handed over to us for any other legal reason, for the purpose of securing claims, and a right of use on the Client's own address material for the purpose of renting it to third parties against payment.
32. PRODATA is allowed to indicate a client with complete address and logo as reference, if this has not been expressly contradicted in writing.
33. Place of performance for deliveries, services and payments is Karlsruhe. Place of jurisdiction for both contracting parties is Karlsruhe, provided that both parties are merchants. The law of the Federal Republic of Germany shall apply. The invalidity of one or more provisions of this contract shall not affect the validity of the remainder of the contract. The contracting parties undertake to replace the invalid provision by a valid provision which comes as close as possible to the economic purpose pursued by the invalid provision. The same shall apply in the event of a loophole in the contract requiring regulation.

IT-LEISTUNGEN FÜR

- ✓ MARKETING
- ✓ VERTRIEB
- ✓ E-COMMERCE

LEISTUNGSSIEGEL



PRODATA DATENBANKEN UND INFORMATIONSSYSTEME GMBH

KRIEGSSTRASSE 236
76135 KARLSRUHE
TEL.: 0721-98171-111
FAX.: 0721-98171-300
VERTRIEB@PRODATA.DE
WWW.PRODATA.DE

BANKVERBINDUNG

COMMERZBANK KARLSRUHE
BLZ: 660 400 18
KONTO: 222990400
SWIFT/IBAN COBADEFF660
DE06660400180222990400

GESCHÄFTSFÜHRUNG

DIPL. WIRT. ING. (TH)
THORSTEN HEFTRICH
DIPL. WIRT. ING. (TH)
WOLFRAM EBERITZSCH
AMTSGERICHT MANNHEIM
HRB 106652