General Terms & Conditions Melissa Data GmbH

Definitions:

Address refers to a human-readable and interpretable description of a delivery point to which mail or other natural objects can be delivered.

Geocoding refers to the determination of the geographic coordinates (as longitude and latitude) using other geographic data such as address or postal codes.

Transaction refers to a single query within the framework of the web services by the customer in relation to a single data item used by the customer.

Web service system refers to the online service developed by Melissa Data in its entirety.

Web services are online services for data processing provided by Melissa Data and that can be accessed on the internet via interfaces integrated into the customer's system.

Melissa data technologies are software applications related to the web services (e.g. plugins, add-ons, connectors etc.).

Input data are any data provided by the customer within the scope of the contracted web services regardless of whether they are address, name or other data.

Reference data are third-party data files that Melissa Data uses for comparison with the customer's input data.

Output data are any data processed by Melissa Data's web services and delivered to the customer.

Prepaid is the designation of a remuneration model in which the customer acquires credit in advance.

Pay as you go (PAYG) is the designation of a remuneration variant in which billing is based on actual use.

1. Scope of application/General

1.1. The business relationship between Melissa Data GmbH, Caecilienstr. 42–44, 50667 Cologne (Germany), represented by the company's managing director, Çağdaş Gandar (same address) — hereinafter: Melissa — and the customer is governed solely and exclusively by the General Terms and Conditions of Business [GTC] below as most recently revised at the point in time of the conclusion of the agreement. Deviating terms and conditions of the customer or third parties will not be accepted unless Melissa expressly agrees to their application in writing.

1.2. Unless otherwise agreed, the GTC in the communicated revision also serve as a framework agreement governing any and all similar future agreements even if Melissa has not specifically referred to their application in a separate statement.

1.3. Melissa's product range is intended solely and exclusively for customers who are 18 or older, have full legal capacity and are entrepreneurs. "Entrepreneurs" within the sense of these GTC are natural persons or legal entities or business partnerships of legal capacity that conclude the agreement in the conduct of their commercial or autonomous professional activities.

1.4. The language of the agreement is German. In the event of contradictions among different language versions, the German version prevails.

2. Subject of performance

2.1. Melissa offers various internet-based data processing services (web services) that are accessible from a proprietary cloud-based system environment. The web services can be accessed exclusively online using interfaces that can be implemented both in the customer's own software and via Melissa technologies. Customers integrate the interfaces themselves. Technical details can also be found on the product wiki page.

The customer obtains the technical means and authorization to access the web service system via the internet upon payment of a fee and to use the functions of the contracted web services in accordance with the provisions of the concluded service agreement.

2.2. Within the scope of the contracted web services, Melissa uses fault tolerance methods and fuzzy-match algorithms to compare certain properties of the customer's input data with reference data. If and when the methods and algorithms used in this way detect errors, Melissa processes the data according to the chosen web service and transfers the processed data as output data to the customer via the interface. The address optimization procedure or the underlying data may lead to incorrect or incomplete results, so it is possible that an address will be corrected improperly (false positive) or that an address that requires correction will not be corrected (false negative). The customer expressly acknowledges this fact. The customer is responsible for the final plausibility check of the output data.

2.2.1. Web services "Address check and correction"

During the performance of Melissa's web services for the verification and correction of address information, Melissa compares the customer's address data to determine their validity. If faulty or incomplete ad-dresses are detected, Melissa processes the address data and transfers them to the customer as corrected or supplemented output data. If Melissa detects ambiguous entries, suggestions for improvement or additions are made in accordance with the provisions of the selected web service.

2.2.2. Web services "Contact data optimization"

Melissa offers various web services for the optimization of contact data that can be obtained separately or in combination. The use of these services may be subject to special terms and conditions. The following special services are available:

- **Geocoding**: matching and enhancements of addresses based on geographical coordinates used in the cartographic projection format WGS 84 (World Geodetic System 1984);

- **Email verification**: analysis and verification of email addresses, processing of typical input errors and standardization of email addresses;

- **IP localization**: determination of a website visitor's geographic location by country, region, city, latitude, longitude and ZIP code;

- **Verification of telephone numbers:** verification and processing of international telephone numbers, area codes and area code combinations;

- **Name check**: matching of names using a name database for the purpose of identifying the gender of a name.

2.3. A detailed technical description of the interfaces is available at Quick Start Guides. The description of services in Section 2.2. is a general description of the offered services. It does not constitute a warranty.

2.4. Melissa's responsibility for the web service system and the web services connected to the system begins at the transfer point. The transfer point is the router output of the data center used by Melissa. Melissa does not owe any services for the integration of the required interfaces at the customer's site or the establishment and/or maintenance of the data connection between the transfer point and the IT system used by the customer.

2.5. Melissa utilizes reference data from various third-party providers (postal services, data suppliers etc.) during the performance of the services it offers. Insofar as the reference data are concerned, Melissa is not liable for the completeness, correctness and up-to-dateness of these reference data.

2.6. Melissa updates the data sets underlying the web services regularly, usually quarterly, insofar as new reference data are available. Melissa's services currently cover 240 countries and territories. You will find a current list of countries [here].

2.7. Melissa reserves the right to make improvements and changes to the web services and the service interfaces if and when such improvements and changes are expedient for improvement of its performance. The customer will be notified of any such measures in advance. Melissa will continue to offer interfaces that are no longer compatible for a period of at least three (3) months after the implementation of a new interface.

3. Conclusion of agreement

3.1. Offers and representations presented on the internet site are non-binding and subject to change. If and when the customer wishes to order services from Melissa, Melissa will send an order form or offer describing the scope of services and quoting the prices for the services. A binding agreement is concluded upon the customer returning the completed and signed order form or offer; the return by email or fax is sufficient.

3.2. Texts of agreements are not stored. However, Melissa sends the order data to the customer by email. The GTC can be viewed and saved at any time at https://www.melissa.com/de/terms.

4. Availability

4.1. The web service system is available 24 hours a day, seven days a week (operating time). Melissa warrants an availability of 99.9 percent as a monthly average within the scope of the operating time, less any agreed maintenance periods and less any downtimes for which Melissa is not accountable.

4.2. Melissa is authorized to carry out maintenance and service work and to suspend or limit the provision of web services for this purpose (so-called downtime).

4.3. The availability is monitored by a company that has been engaged by Melissa. The customer is not author-ized to verify availability by sending PINGs or empty queries to the system.

4.4. The provisions regulating availability of Section 4 are without prejudice to Melissa's liability pursuant to Sections 8.3. and 8.4. of this agreement.

5. Rights and obligations of the customer

5.1. The customer affirms that the information it has pro-vided is correct and complete. It will notify Melissa without delay of any changes in the data that are required for the performance of the agreement. It will use Melissa's services solely to the extent defined in the agreement and will fulfil any and all obligations required for the performance of this agreement in a timely, complete and technically correct fashion; in particular, it will pay the agreed remuneration on time.

5.2. The customer will not disclose to unauthorized users the account identification code and/or any and all identification and authentication codes for accessing the web services that have been provided to it. The account identification code authorizes the customer to use the web service simultaneously via multiple connections and on various computers.

The customer is obligated to notify Melissa without delay if and when it determines any indications that access rights have been obtained unlawfully by a third party.

5.3. The customer will desist from retrieving without authorization any information or data, whether itself or through unauthorized third parties, or from interfering with, or causing interference with, any programs operated by Melissa or from accessing without authorization Melissa's data networks.

5.4. The customer shall ensure that the hardware and software required for the use of the web services and internet as well as the required internet connection are available. The provision of these prerequisites as well as the telecommunications services of the transmission services from the server to the systems and devices used by the customer are not subject matter of this agreement; they are solely the responsibility of the customer.

5.5. The customer is obligated not to take any measures that are likely to disrupt Melissa's operations.

5.6. When using Melissa's web services, the customer will comply with any and all applicable laws and other legal provisions of the Federal Republic of Germany. In particular, the customer is prohibited from using any input data that violate legal regulations or infringe third-party property rights and copy rights or other third-party rights. The customer is itself accountable for the input data it provides. If and when any party or third party asserts claims against Melissa based on the culpable infringement on its industrial property rights by the customer, the customer will upon first request indemnify and hold harmless Melissa from and against any and all costs and damages. In the event of a legal dispute, it will bear any and all necessary expenses related to the dispute. The parties shall notify each other without delay about the assertion of any such claim.

5.7. The customer will check input data for viruses before transmission and will utilize state-of-technology antivirus programs for this purpose.

5.8. The customer will assign its rights pursuant to this agreement to third parties solely with Melissa's prior consent; this provision is without prejudice to Section 354a German Commercial Code [Handelsgesetzbuch; HGB].

6. Granting of rights/Violation of granted rights/Contract penalty

6.1. The customer and any users it has authorized (employees) are granted the non-exclusive right, limited to the term of the pertinent agreement and subject to payment of the remuneration, to access Melissa's web service system by telecommunications means and to use the ordered web services within the contractually agreed scope. The customer is not granted any more extensive rights; in particular, it is not granted any rights to software applications, source codes or third-party reference data.

6.2. The customer is not authorized to use the provided web services, technologies and software applications beyond the scope of use permitted under this provision. In particular, the customer is not permitted to reproduce, sell or temporarily transfer, lease or lend any such web services, technologies and software applications, whether in whole or in part. These provisions are without prejudice to Section 69d and 69e German Copyright Act [Urhebergesetz; UrhG]. In particular, the customer may not use the web services to query systematically data records with the intent of creating a copy of the databases on which the web services are based.

6.3. If and when the customer violates the provisions of Sections 6.1. and 6.2. for reasons for which it is accountable, Melissa may, after submitting prior written notification to the customer, block the customer's access to the web service system and the web services if and when the violation can demonstrably be rectified by this action. If and when the customer continues to violate or repeatedly violates the provisions of Sections 6.1. and 6.2. despite a written warning by Melissa, and if and when it is accountable for the violations, Melissa may terminate the agreement without notice.

6.4. In the event of culpable and unauthorized use or transfer of use, the customer shall pay to Melissa a contractual penalty amounting to three times the order value and payable immediately. The above provision is without prejudice to Melissa's assertion of damage compensation claims. In this case, the contractual penalty will be offset against any more extensive claims for damages.

6.5. Melissa may provide to the customer an allowance of transactions free of charge for demonstration purposes. Use in this case is limited to testing the web services. The customer may not use the results generated via the web services at this time for commercial purposes. If and when the customer uses the results for commercial purposes contrary to the agreement, a contractual penalty amounting to treble the regular order value of the provided transaction allowance will become due. Any contractual penalty paid because of such a violation will be offset against any claim for damages asserted on the basis of the same violation. The above provision is without prejudice to the right to assert more extensive claims for damages.

7. Prices/Terms & conditions of payment

7.1. Unless otherwise agreed, prices are shown net in euros and excluding statutory value-added tax.

7.2. The Melissa prices in effect at the time of conclusion of the agreement apply.

7.3. Invoices are generated electronically and sent by email. The customer hereby declares its acceptance of this procedure.

7.4. Melissa reserves the right to preclude specific payment methods.

7.5. All and all claims are due upon receipt of the invoice and are payable within 30 days of receipt of the invoice.

7.6. The remuneration is based on the contracted service and the chosen remuneration model. The billing of services using the Melissa web service system is transaction-based. A transaction is defined as the data processing of a single data item. Depending on the required web service, further costs in addition to the transaction charges may be incurred. Details can always be found in the order forms and the valid price list.

7.6.1. "Prepaid" remuneration model

If the customer chooses "Prepaid" as the payment model, it acquires a transaction credit activated at the time of purchase in the amount of the selected volume; the credit is valid for a period of 12 months and can be used during this period. Upon expiry of the 12-month period, the term of validity ends and the activated credit is forfeit without any express notice from Melissa.

7.6.2. "Pay as you go" remuneration model (PAYG)

The PAYG remuneration model provides for the calculation and billing of all transactions during a calendar month at the end of the month.

7.6.3. "Advance payment" remuneration model

Service Bureau services are provided against advance payment. Payment is made in advance using the payment methods designated in the order form.

7.7. If and when the customer is in default of at least 60 days after receipt of the invoice of payment of a more than minor part of the remuneration, Melissa is authorized, after issue of a fruitless reminder and warning notification by email, to block provisionally access to the web services until full payment has been received. Melissa will notify the customer in the warning of the presumed date for the temporary block. The temporary suspension of services is without prejudice to the customer's payment obligation.

8. Defects and liability

8.1. Melissa's warranty does not cover any damage or loss and/or disruptions caused by the customer's culpable violation of the provisions of this agreement. Upon request, the customer will support Melissa to the best of its ability in identifying and remedying errors.

8.2. Melissa maintains the web service system. If and when defects occur, Melissa will remedy them within a reasonable time.

8.3. Melissa is liable without limitation for damages or loss or for compensation for futile expenses:

- For willful intent or gross negligence;
- For injury to life, body or health;
- Pursuant to the regulations of the Product Liability Act;
- Within the scope of any warranties assumed by Melissa;
- For malicious fraud on the part of Melissa.

8.4. In the event of a slightly negligent breach of an obligation that is essential for the achievement of the purpose of the agreement (cardinal obligation), Melissa's liability is limited to the amount of foreseeable damage or loss that is typical for the nature of the pertinent transaction.

8.5. The liability for loss of data is limited to the typical expenditures for restoration that would have been required if back-up copies had been made regularly and as appropriate to the risk unless one of the prerequisites pursuant to Sections 8.3. and 8.4. has been met.

8.6. Melissa is liable neither for the operability of the telecommunications connection (telephone/ISDN/DSL lines etc.) to its own server in the event of power failures nor for failures of servers that are beyond Melissa's control. Furthermore, Melissa is not liable for damage or loss caused by force majeure or similar events. Similar events include in particular, but are not limited to, strikes, government orders, pandemics, the failure of telecommunications networks or gateways of other operators as well as disruptions in the purview of other telecommunications or service providers.

8.7. Any more extensive liability of Melissa is precluded.

8.8. The liability limitations above apply as well to the personal liability of employees, authorized representatives and the officers and directors of Melissa.

9. Data protection/Indemnification

9.1. The customer declares that any and all personal data made available to Melissa for processing within the framework of the web services have been transmitted to Melissa lawfully and in accordance with the applicable data protection laws and may be processed by Melissa. The customer is prohibited from transmitting personal data to Melissa or having any such data processed by Melissa without authorization.

9.2. Melissa will temporarily store personal data solely in the scope and for the duration necessary for the performance of the agreement and as evidence that the terms and conditions of the agreement have been fulfilled.

9.3. The parties covenant to comply with the European General Data Protection Regulation (GDPR). Data-bases that are used to optimize or correct addresses may be subject to separate data protection provisions.

9.4. When using Melissa services, the customer is obligated to implement appropriate technical and organizational measures, in particular state-of-the-art encryption methods, for the protection of personal data. In particular, the customer is also obligated to back up the input data transmitted to Melissa regularly (at least once daily) and as appropriate to the risk so that the recovery of any lost input data can be assured.

9.5. The customer remains accountable for the lawfulness of the processing and use as well as the protection of the rights of the data subjects whose personal data are processed. The customer will upon first request indemnify and hold harmless Melissa from and against any and all third-party claims based on infringements on data protection and personal rights that may be asserted against Melissa in connection with the processing of personal data transmitted by the customer to Melissa. The customer is obligated as well to de-fend against unfounded third-party claims based on the above-mentioned rights. The customer shall without delay notify Melissa of any third-party claims that become known to it. The indemnification also includes the reimbursement of costs that Melissa incurs or has incurred relating to a legal action/de-fense. The above provisions are without prejudice to any more extensive claims for damages by Melissa. Insofar as Melissa is itself accountable for the infringement on rights, claims against the customer are precluded.

9.6. Melissa supports the customer, insofar as technically possible, in the realization of the rights of data sub-jects pursuant to Chapter III of the GDPR, in particular with regard to rectification, storage, blocking and erasure, notification and provision of information.

10. Secrecy/Confidentiality

The parties covenant to maintain secrecy regarding confidential information of the other party. This confidentiality obligation will survive the expiration of the contractual relationship. Confidential information is excluded from this obligation if and when such information:

(a) Was verifiably known to the recipient at the time of the conclusion of the agreement or was subsequently disclosed to it by a third party;

(b) Was in the public domain at the time of the conclusion of the agreement or entered the public domain thereafter;

(c) Must be disclosed pursuant to legal obligations or upon the order of a court or government authority. Insofar as possible and lawful, the recipient obligated to disclose information will notify the other party in advance and give the other party the opportunity to take measures to hinder the disclosure.

11. Term of agreement/Termination

11.1. Agreements commence upon Melissa's acceptance of the order. Agreements end with the consumption of the booked transactions, but at the latest upon the expiration of a period of 12 months. If and when the PAYG remuneration model has been chosen, agreements will be extended for an addition-al term of 12 months unless one party gives notice of termination of the contractual relationship at least three months before the end of the contractual term. This automatic extension does not apply to agreements based on prepaid remuneration. Any and all rights of use and access of the customer expire upon termination of the agreement.

11.2. The above provision is without prejudice to the right to terminate the agreement for good cause. Good cause includes in particular, but is not limited to, the following:

(a) The culpable breach of material contractual obligations if and when, despite a warning, remedial action is not taken within a reasonable period;

(b) Technical hindrances that were not foreseeable when the agreement was concluded and that make it impossible to continue the services.

11.3. Notices of termination are not binding on the parties unless submitted in text form (e.g. email).

12. Reservation of right of amendment

12.1. Melissa reserves the right to amend unilaterally these GTC if and when this appears objectively justified. Changes are objectively justified if and when, for instance, there is a change in the legal or statutory situation (e.g. if and when courts declare a clause invalid) or if and when unforeseeable changes that are not caused by Melissa and over which Melissa has no

control disrupt the balance relationship existing at the time of conclusion of the agreement to more than a minor extent. The prerequisite for any change is always that it is reasonable for the customer. The most recent revision of the GTC can be viewed and saved under https://www.melissa.com/de/terms.

12.2. Registered customers will be notified of changes to the GTC. Any such changes will be deemed accepted if and when the customer has not submitted written objection to the application of the amended GTC in writing or by email to Melissa within six weeks and Melissa has pointed out the legal consequences of the failure to raise objection.

13. Final provisions

13.1. The contractual relationship between Melissa and the customer is governed in its entirety by German law, precluding application of UN sales law, unless other-wise agreed in specific instances.

13.2. Place of performance for any and all claims against Melissa is Berlin/Germany.

13.3. Insofar as the parties are merchants, legal entities under public law or special funds under public law, they will be deemed to have agreed to Berlin as venue. Melissa is entitled, however, to file suit against the customer at the venue of the latter's registered office. The above provision does not apply if and when mandatory statutory regulations within the sense of Articles 24, 25 or 26 of the Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters as last revised per 12 December 2012 provide otherwise.

13.4. Should any provision, in whole or in part, be legally invalid or become legally invalid at a later date, the validity of the remaining provisions will not be affected. The above provision applies mutatis mutandis in the event of an omission in the provisions.

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