

TERMS OF USE FOR THE POST & DHL BUSINESS CUSTOMER PORTAL

1. Scope, object of use and contractual parties

- 1.1. The contractual parties to the agreement on the use of the Post & DHL Business Customer Portal are DHL Paket GmbH (hereinafter referred to as “DHL”) and the business customer, who is an entrepreneur as defined in Section 14 of the German Civil Code (BGB) (hereinafter referred to as the “Business Customer”).
- 1.2. These Terms of Use are applicable to the deployment and operation of the Post & DHL Business Customer Portal and the functions provided by DHL via this portal and its use by the Business Customer.
- 1.3. Via the functions provided, the Business Customer can avail itself of various services provided by DHL, Deutsche Post AG and their affiliated companies within the sector of postage and parcels. The services in question are subject to separate terms and conditions which the Business Customer must accept before availing itself of the services in question.

2. User account

- 2.1. A personal user account for the Business Customer, properly connected by DHL to the Post & DHL Business Customer Portal, personally activated and maintained by the Business Customer, is an absolute requirement and condition for using the Post & DHL Business Customer Portal.
- 2.2. An active business relationship between the Business Customer and DHL or its affiliated companies based on an effective contract relating to postage and parcel services, as well as a contract relating to other services provided by DHL and its affiliated companies for which the Post & DHL Business Customer Portal is intended to be used, are required to connect a personal user account to the Post & DHL Business Customer Portal.
- 2.3. The Business Customer must keep the data relating to its person and stored in its user account as well as such data relating to persons acting on its behalf or their representatives in a truthful, accurate, up-to-date and complete state;
- 2.4. If any of the information supplied is untrue, inaccurate, outdated or incomplete, or if DHL should have cause to believe that such information is untrue, inaccurate, outdated or incomplete, DHL shall be entitled to block the account temporarily or delete it permanently and to exclude the Business Customer from using the Post & DHL Business Customer Portal in any capacity in present or in future.

3. Rights of use

- 3.1. The Business Customer shall only use the Post & DHL Business Customer Portal for the purpose of availing itself of the services provided by DHL and its affiliated companies, as well as the purpose of exchanging and retrieving data and information in connection with these services. The Business Customer may only use the Post & DHL Business Customer Portal for purposes other than this with the express approval of DHL.
- 3.2. The Business Customer is not entitled to
 - alter, copy, recreate, resell or in any way misuse the Post & DHL Business Customer Portal or text, images, illustrations, trademarks or functions contained within it
 - reverse engineer, decompile, disassemble or derive the source code, the underlying ideas, algorithms, structure or organizational form of the Post & DHL Business Customer Portal and/or its functions and/or the services provided via the portalunless DHL or an affiliated company grants express permission to do so or unless this is permitted under statutory regulations whose application is mandatory.
- 3.3. DHL reserves the right to alter the Post & DHL Business Customer Portal, in particular to supplement, change or remove services provided via the portal, or to replace the Post & DHL Business Customer Portal with a technical solution.

4. Availability and technical support

- 4.1. DHL shall make every reasonable effort to maintain the availability of the Post & DHL Business Customer Portal, except during planned maintenance windows, which will be announced in advance in the Post & DHL Business Customer Portal.
- 4.2. The Post & DHL Business Customer Portal shall be deemed available as long as the Business Customer is able to log into its account and access the functions. DHL is, however, not obliged to deliver a particular result to the Business Customer, nor does DHL guarantee the availability of the Post & DHL Business Customer Portal and/or its functions for a specific period of time.

5. (Information) security measures

- 5.1. DHL implements and maintains appropriate information security measures in accordance with International Standard Organisation ISO 27001:2013. This is DHL's entire obligation with respect to the security of the Business Customer's data and information and DHL's IT systems in connection with the Business Customer's use of the Post & DHL Business Customer Portal.
- 5.2. The Business Customer must appoint an administrator for the Post & DHL Business Customer Portal (hereinafter referred to as the "Customer Administrator"). The Business Customer shall authorize the Customer Administrator to avail it of all services provided via the Post & DHL Business Customer Portal and to view all of the Business Customer's data and information, including strictly confidential data and information, as well as to enable access to the Post & DHL Business Customer Portal for additional persons acting on behalf of the Business Customer within DHL's intended authorization concept. The Business Customer must grant the Customer Administrator access to the Post & DHL Business Customer Portal for this purpose.
- 5.3. The Business Customer must draw up, document, observe and review an appropriate authorization concept for appointing and granting access to the Customer Administrator, as well as for additional persons to whom access has been granted in accordance with Section 5.2. It must contain sufficient measures for controlling access to hardware and software used for the Post & DHL Business Customer Portal. The authorization concept must establish suitable access control rules, access rights, limitations and allocation of the specific user roles intended to be assigned to the respective users within the Post & DHL Business Customer Portal. A formal process should be implemented for activating and barring users in order to enable the allocation of access rights, including a process for allocating or revoking access rights for all types of user. The allocation and use of privileged access rights should be limited and controlled. The Business Customer must review its users' access rights at regular intervals and revoke authorization when its relationship to the entitled persons changes (for example, on termination of a contract/agreement). The Business Customer bears sole responsibility for the confidentiality of its registration and user data. The Business Customer may not access the Post & DHL Business Customer Portal without DHL's prior permission.
- 5.4. The Business Customer is required to implement appropriate measures to protect the hardware and software used to access the Post & DHL Business Customer Portal (customer system) in order to guarantee the security and integrity of the Post & DHL Business Customer Portal and the data provided via the portal. This includes, in particular, the use of the latest version of the operating system or browser software as well as an up-to-date virus protection scanner.
- 5.5. The Business Customer shall not, and/or shall not allow third parties to:
 - obtain unauthorized access via the Post & DHL Business Customer Portal to information or data which is not the data and information of the Business Customer or is not intended for the Business Customer's use, or to use third parties' information and data in unpermitted ways;
 - conduct security tests (e.g. pen tests), performance tests (e.g. load tests), stress tests or similar tests on the Post & DHL Business Customer Portal without the prior approval of DHL;
 - override, remove, deactivate or otherwise circumvent protective mechanisms or retrieval restrictions for the Post & DHL Business Customer Portal or a component of the portal or an IT system belonging to DHL or its affiliated companies;
 - disrupt, alter, deactivate, disable or degrade the accessibility of the Post & DHL Business Customer Portal or individual functions of the portal, or inappropriately or excessively overburden the IT systems of DHL and/or its affiliated companies;
 - introduce viruses, Trojans, worms, logic bombs or other technologically harmful or malicious software or carry out denial-of-service or other cyberattacks;
 - procure or use user data such as usernames and passwords belonging to third parties for the Post & DHL Business Customer Portal;
 - integrate or operate the Post & DHL Business Customer Portal in its systems in a way that allows third parties or automated systems/software to gain unsecured or unauthorized access to the Post & DHL Business Customer Portal and/or IT systems belonging to DHL or its affiliated companies, either directly or indirectly. In particular, the Business Customer must implement all required technical and (IT-related) security measures to prevent third parties or automated systems and/or software from accessing the Post & DHL Business Customer Portal, or downloading, accessing and/or providing content from it;

- use robots, spiders, scrapers, data mining tools, data collection and extraction tools or other automated methods to access the Post & DHL Business Customer Portal and to scrape or modify the portal, or to copy, insert, download or retrieve content from the Post & DHL Business Customer Portal, unless DHL has granted express permission to do this;
- engage in corporate espionage in order to retrieve data and/or information (especially data and/or information representing trade secrets) by any of the above actions.

6. Suspension of usage

- 6.1. DHL can also suspend or restrict the Business Customer's use and/or access to the Post & DHL Business Customer Portal at any time, including with immediate effect if (i) DHL determines that the Business Customer has violated these Terms of Use; or (ii) incidents in connection with information security make this necessary at the discretion of DHL; or (iii) such a suspension or restriction is required by law, by a court decision or at the request of a government agency; or (iv) this is necessary for carrying out maintenance work. DHL will appropriately take the customer's interests into account when carrying out the aforementioned measures and, if possible, provide the customer with advance notice. DHL's right to terminate the agreement on the use of the Post & DHL Business Customer Portal in accordance with Section 7 of these Terms of Use remains unaffected.
- 6.2. The Business Customer's duties arising from contracts concluded with DHL or its affiliated companies relating to postage, parcel or other services made accessible via the Post & DHL Business Customer Portal remain unrestricted in the event that usage is suspended or limited, unless otherwise agreed in these contracts.

7. Term and termination

- 7.1. The Business Customer may have its account deleted at any time, for whatever reason, thereby terminating the agreement on the use of the Post & DHL Business Customer Portal.
- 7.2. DHL is entitled to terminate this agreement with effect from the end of a calendar month, in full or in part, subject to observance of a notice period of one month.
- 7.3. The right of the parties to terminate the contract for good cause without notice remains unaffected. In addition to the statutory provisions, DHL may terminate the agreement without notice if
 - the Business Customer's actions contravene the essential provisions of these Terms of Use and the situation does not improve within a reasonable period following the issue of a written reminder;
 - there is no longer any business relationship between the Business Customer and DHL or its affiliated companies relating to postage and parcel services;
 - the provision and use of the Post & DHL Business Customer Portal must be suspended as a result of a legal or official ruling;
 - legal, administrative or criminal proceedings are initiated in connection with the provision and use of the Post & DHL Business Customer Portal;
 - judicial insolvency proceedings are denied against the assets of the Business Customer due to an insufficiency of assets, or
 - the Post & DHL Business Customer Portal is closed down.

8. Consequences of termination

- 8.1. In the event that this agreement is terminated, the customer is to cease use of the Post & DHL Business Customer Portal. DHL will delete the account and stored data relating to the account.
- 8.2. The termination of this agreement shall not affect contracts concluded between the Business Customer and DHL or one of its affiliated companies relating to postage, parcel or other services made accessible via the Post & DHL Business Customer Portal, unless otherwise agreed in these contracts.

9. Liability

- 9.1. Any liability on the part of DHL for damages incurred by the customer in connection with use of the Post & DHL Business Customer Portal is excluded.
- 9.2. The exclusion of liability in accordance with Section 9.1. does not apply:
 - to damages resulting from any injury to life, limb or health;
 - to damages attributable to fraudulently concealed defects or faults;

- in the event of the assumption of a guarantee in connection with the provision of the Post & DHL Business Customer Portal;
- if the damages were caused intentionally or by gross negligence;
- in the event of liability in accordance with the German Product Liability Act (Produkthaftungsgesetz).

9.3. Section 9 also applies to companies affiliated with DHL, legal representatives and/or agents of DHL and its affiliated companies, in the event that claims are made directly against these parties.

10. Force majeure

- 10.1. In relation to DHL, “force majeure” refers to all circumstances outside of DHL’s reasonable sphere of control, in particular unforeseen events; compliance with laws by governmental or other authorities; war or other national emergencies; insurrection; civil unrest; terrorist acts; piracy or other criminal acts; extreme weather (e.g. storms or floods); fire; explosion; threats or attacks in connection with information security (e.g. computer viruses, bot attacks or other cyberattacks); power cuts; epidemics; pandemics; lockouts; strikes and other industrial action (both irrespective of whether the workforce of DHL, its affiliated companies or subcontractors is participating); shortage of staff, materials, or services; the impossibility of or delay in procuring supplies; and outages or limited service from communications networks and gateways provided by other operators.
- 10.2. DHL shall not breach these Terms of Use and shall bear no liability vis-à-vis the Business Customer in the form of compensation or any other form for a failure, partial shortfall or delay in fulfilling its tasks or duties within the scope of this contract or in relation to the function of “order management”, if such a failure is attributable to force majeure. If the fulfillment of DHL’s duties within the scope of this contract or in relation to the Post & DHL Business Customer Portal is constrained by force majeure, the deadline for fulfilling these duties shall be deemed suspended for a period of time that corresponds to the delay caused by the force majeure. DHL will immediately (allowing for an appropriate start-up time) recommence fulfillment of its duties once the force majeure has ceased.
- 10.3. DHL shall make all commercially reasonable efforts to inform the Business Customer as soon as possible after becoming aware of the force majeure.
- 10.4. DHL will take appropriate steps to mitigate the effects of force majeure on the fulfillment of this contract. To avoid any doubt, blocking access to the Post & DHL Business Customer Portal or parts thereof due to force majeure shall always be considered a workaround.
- 10.5. If, due to force majeure, DHL is only able to fulfil its obligations by incurring additional costs, then these appropriate and agreed additional costs must be borne by the customer as appropriate and agreed.

11. Data protection

The data protection rules applicable to the use of your registration details and any other personal data will be observed without qualification. Further information on our data protection rules can be found at <https://www.dhl.de/en/geschaeftskunden/paket/information/datenschutz-gkp.html>.

12. Other provisions

- 12.1. German law applies.
- 12.2. The place of jurisdiction for all legal disputes arising from or in connection with this contract shall be Bonn, Germany.
- 12.3. DHL reserves the right to amend these Terms of Use at any time. The Business Customer shall be notified of amendments to the Terms of Use via the Post & DHL Business Customer Portal at least four weeks before the amendments become effective. If DHL does not receive any objection from the Business Customer in text form (e.g. by e-mail) within one month of the Business Customer having been notified of amendments to the Terms of Use, the amendments shall be deemed to have been accepted. DHL shall specifically refer to this consequence when notifying the Business Customer of the changes. In the event that the Business Customer objects to the amendment of the Terms of Use, DHL shall have a special right of termination that may be exercised without observing a notice period.