

Skeleton Conditions for Use of Addresses

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1 General, Conclusion of Contract

Our goods, services and supplies are provided exclusively on the basis of these skeleton conditions. Conditions of the customer which differ from these and which we have not expressly recognised in writing, are not binding for us, even if we have not expressly contradicted.

The contract becomes effective with its acceptance by CEBUS or with delivery. Goods delivered, addresses or services remain the property of CEBUS until full payment has been received.

2 Delivery

If a delivery period has been agreed, this begins with the dispatch of the confirmation of order. Fixed deadlines are only recognised by us if they have been expressly confirmed in writing

The delivery period is extended commensurately in the event of unforeseen circumstances beyond our control. This applies in particular to disturbances through industrial action and break downs at suppliers' businesses. The delivery period is also likewise extended commensurately in the case of later amendments to the order by and on the part of the customer.

The quantities of addresses stated in our offers and order confirmations can change after order confirmation due to fluctuations through increases and decreases in stock. The actual quantity of addresses supplied will be invoiced. If we have agreed a minimum order value, this will be the lower limit to the price.

3 Address Quality

CEBUS does not undertake to guarantee the correctness and completeness of the address material. Addresses are subject to a continuous change process. Address sources can already contain errors. We can not accept any liability for the addressee being what he purports to be or is purported to be. Returns for this reason are unavoidable and do not constitute a fault in the delivered product. Unavoidable returns are consequently not credited

4 Use of Addresses

All addresses may not be used by the customer more often than has been contractually agreed. Should the customer intend multiple use of the addresses, then a written agreement is required from which the frequency and period of use follows. Alienating to or placing at the disposal of third parties as well as use for further advertising letters is not admissible, whether this be by reproduction, transfer, copying, photocopying or by taking over the data carriers, nor is joint advertising.

Telephone advertising actions are only admissible in so far as the addresses obtained are addresses with telephone numbers. The sending of an address with a telephone number does not give the person involved consent to using addresses on the telephone for advertising purposes. The risk of a possible caution is born by the customer.

Compliance with this agreement is checked by control addresses. A use in breach of the contract binds to a payment of a contract penalty of ten times the amount of the payment made for the entire consignment. The submission of one control address or telephone number will suffice as evidence of a breach. The enforcement of further reaching claims to compensation remains without prejudice.

The addresses of persons or companies which place orders or request offers due to the customers' advertising, become the customers' property. This however, expressi-

ble does not apply to participants in prize games, prize competitions or the like.

The naming of the address owner or the origin of the address material is prohibited.

5 Liability

Consignments of addresses are to be checked on receipt so that they can be processed and tested for the content.

Any deficiencies are to be reported to CEBUS at once.

In the event of processing of faulty addresses identifiable as such, the consignment is regarded as accepted as customary to the trade, and no claims of compensation on CEBUS shall exist.

Upon a founded report of fault in time, CEBUS can supply a substitute at their own discretion or provide improvement. The customer has here to give CEBUS the necessary time and opportunity. Should the follow-up fulfilment fail, the customer may reduce payment at his discretion or withdraw from the contract.

Liability for subsequent damages arising as a result of the fault are excluded, unless the a damage is intentional or the result of gross negligence.

The customer undertakes to comply with data protection regulations. Should the customer claim damages non-fulfilment in cases in which CEBUS has culpably become unable to effect delivery, behind with the delivery, or has fulfilled the

objects of the contract badly, he may only do so up to the amount of the invoice for the contract in question.

6 Applicable Law, Place of Fulfilment; Court venue, salvatory clause

German law exclusively shall apply to all mutual legal relationships between the parties, even if the customer is resident outside Germany.

The place of fulfilment for all obligations to CEBUS is Kiel.

The court venue for all legal disputes with CEBUS is Kiel, in so far as there is no other reason in law for an exclusive court venue.

Should one or several of the provisions become not effective, this shall not prejudice the effectiveness of the other provisions. The ineffective provision shall be substituted by the provision closest to the commercial purpose of the invalid provision.

Should you have any questions about these conditions of business, please refer in writing to CEBUS-Software AG.