

Terms and conditions of use for the Order Management service

1. Contract parties

- 1.1. The contract parties to the agreement on the Order Management service in the Post & DHL Business Customer Portal are Deutsche Post AG (hereinafter referred to as "Deutsche Post") and the business customer, who is an entrepreneur as defined in Section 14 of the German Civil Code (BGB) (hereinafter referred to as the "Customer").
- 1.2. Section 14 of the BGB defines entrepreneurs as natural persons, legal entities or partnerships with a vested legal personality who act in their commercial or self-employed, professional capacity when a legal transaction is executed. The term "entrepreneur" also refers to legal persons in public law, including those who provide their services exclusively in the context of public law.

2. Scope of application

Pursuant to the following terms and conditions of use, Deutsche Post makes the Order Management service available to Customers free of charge via the Deutsche Post & DHL Business Customer Portal and via AM.exchange (hereinafter "Order Management service").

3. Object of use

- 3.1. The Order Management service enables the Customer to retrieve information on their domestic and international letter, print mailing and press products and to give advance notice of orders.
- 3.2. The available information covers, among others:
 - Structure of the customer order
 - Business partners involved in the order
 - Order processing status
 - Invoicing details
 - Comparison of details on the posting list and results from Deutsche Post revenue protection
 - For pallet shipments and support for the PALIS process, the shipment status of pallets from handover to splitting of the pallets
 - Information from the messages sent

Type and scope of the information can be changed by Deutsche Post. In doing so, the interests of the Customer will be appropriately accounted for.

- 3.3. Order Management also allows the Customer to enter and edit orders in a planning version; to cancel orders; and to enter, edit and cancel additional orders in the case of partial service orders and pick-up. The data entered will be used for planning; the definitive order is considered to be placed only when the shipments are handed over.
- 3.4. Only the information on the orders commissioned by the Customer themselves or on their behalf is available to the customer in Order Management.
- 3.5. To be able to use the Order Management service, the Customer can either log in via the Deutsche Post & DHL Business Customer Portal of Deutsche Post AG and call up the Order Management service there or connect via AM.exchange and use the Order Management service there. Use of the Order Management service via the Deutsche Post & DHL Business Customer Portal is subject to system requirements. The current requirements can be found in the online help section. Online help is being updated appropriately. Documentation and terms and conditions of use for linking the API can be found at <https://entwickler.dhl.de/>.

4. Rights and obligations

- 4.1. The Customer is provided with a password and username for their account so that they can use Order Management. The Customer must ensure that the password and account, and the data available through them, are not made accessible to any third party. For security reasons, the Customer must ensure that the password is changed at regular intervals. The Customer therefore bears full responsibility for all actions undertaken using their password or account. Third parties in the meaning of the foregoing are external parties, and especially unauthorized employees of the Customer. The Customer must inform Deutsche Post immediately of any improper use of their password or account, and of any other breach of security provisions. The Customer must ensure that they log out of their account after each use. Deutsche Post accepts no liability for losses or damage arising from noncompliance with these obligations, set out in the present Section 5, particularly the resulting improper use of data.

- 4.2. Deutsche Post can also cease or restrict the Customer's use and/or access to the Order Management service with immediate effect if (i) Deutsche Post determines that there has been a violation of the duties of the Customer pursuant to these General Terms and Conditions; or (ii) incidents in connection with information security make this necessary at the discretion of Deutsche Post; or (iii) if such cessation 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. Deutsche Post will appropriately take the Customer's interests into account when carrying out the aforementioned measures and, if possible, provide the Customer with advance notice. The right of Deutsche Post to terminate the agreement on the use of Order Management pursuant to item 5, as well as all other rights and remedies that Deutsche Post may have, remain unaffected by this.
- 4.3. Notwithstanding the facilities to edit or cancel an order via Order Management up to the handover of the order for processing by Deutsche Post, contractually agreed-upon deadlines will remain in effect.

5. Termination

- 5.1. The Customer may delete their account at any time, for whatever reason, thereby terminating the agreement on the use of Order Management.
- 5.2. Deutsche Post is entitled to terminate the agreement in accordance with the provisions from the terms and conditions of use for the Deutsche Post & DHL Business Customer Portal and/or the use of the API in accordance with the provisions of the terms and conditions of use stored on the DHL developer portal.
- 5.3. In the event the agreement is terminated, the Customer is to cease use of the Order Management service. Deutsche Post will delete the stored data relating to the account.

6. Disclaimer of warranties

- 6.1. The use of the Order Management service is intended exclusively for the information of the Customer or to communicate planning data to Deutsche Post and is at the Customer's own risk. The Order Management service is offered in the form deemed appropriate by Deutsche Post and subject to availability.
- 6.2. Deutsche Post offers no warranty that the service will meet the Customer's requirements and remain available at all times without interruption, in a timely, secure and error-free manner.
- 6.3. Deutsche Post offers no warranty with respect to the contents and results that can be obtained from the use of the Order Management service, or the accuracy and reliability of the information received within the service, and does not guarantee that the quality of the information received in connection with the service will match the Customer's expectations. In particular:
 - The information in the "notification of overall order" and "notification of individual job" data may differ from the shipment quantities, weights and formats actually posted and therefore simply reflects a status before the shipment was posted.
 - Deutsche Post can offer no guarantee of the accuracy of the information in the "posting according to revenue protection" data. The details given within the service provided are for information only.
 - With the pallet status information reported, system or human errors make it impossible to rule out late or incorrect entry of individual pallet status details ("tracks"). Missing or late tracks do not necessarily imply that the pallet has not been split up or split up late.
 - Downloading or otherwise accessing content connected with the services is at the Customer's own risk. The Customer alone is responsible for damage to their computer system or other technical devices used, for loss of data and for other losses resulting from downloading of data or other transactions connected with the services.
- 6.4. Information received by the Customer within the service, whether orally or in writing, implies no warranty on the part of Deutsche Post.

7. Liability

- 7.1. Deutsche Post will be liable for damage only where Deutsche Post or one of its vicarious agents has breached a material contractual obligation (so-called cardinal obligation) in a manner likely to jeopardize the purpose of the agreement or the damage is attributable to gross negligence or deliberate intent on the part of Deutsche Post or one of its vicarious agents. If the breach of a material contractual obligation is not attributable to gross negligence or deliberate intent, the liability of Deutsche Post will be limited to such typical losses as might reasonably have been foreseen by Deutsche Post at the date of concluding the agreement.

- 7.2. The foregoing limitation of liability will not apply in the case of death, personal injury or liability under the German Product Liability Act (*Produkthaftungsgesetz*) or to the extent to which Deutsche Post has exceptionally given a guarantee.
- 7.3. In the event of destruction and/or loss of data through the fault of Deutsche Post or one of its vicarious agents, the liability of Deutsche Post will be limited to the cost of restoring the data from backup copies properly maintained by the Customer. In particular, Deutsche Post accepts no liability for damages incurred by incorrect details, late entry of data or cancellation of orders by the Customer or any other party involved in the order process.
- 7.4. The Customer will be liable in accordance with statutory provisions for all consequences and detriment to Deutsche Post or third parties arising from the fact that the Customer has not met their obligations under this agreement and is responsible for this. This will apply particularly in the event of misuse of their account.

8. 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.deutschepost.de/de/f/footer/datenschutz.html>.

9. Termination of the service

Deutsche Post reserves the right to discontinue, modify or change the Order Management service at any time or to replace it with another IT solution. This also covers any change to the terms and conditions of use. Deutsche Post will inform the Customer of any changes in writing (e.g., in the Deutsche Post & DHL Business Customer Portal or via email). If the Customer raises no objections within one month, the changes will be deemed to be accepted.

10. Other provisions

Unless otherwise stipulated in these terms and conditions of use for the Order Management service, the provisions of the terms and conditions of use for the Deutsche Post & DHL Business Customer Portal apply when using the Order Management service via the Deutsche Post & DHL Business Customer Portal, and the terms and conditions stored on the DHL developer portal apply when using the Order Management service via the API.

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