

General Terms and Conditions for the Letternet service from Deutsche Post AG

1 Subject matter

Deutsche Post AG ("Deutsche Post") offers registered users a free contact forum on the Letternet website of Deutsche Post, to enable them to find pen-friends in Germany and around the world. For this purpose, Deutsche Post provides addresses of like-minded people via www.letternet.de. The contacts established via Letternet are made directly and exclusively between the users concerned. Deutsche Post takes no part in the content of communications among users. The users are therefore solely responsible for all rights and obligations arising from these contacts. Where Letternet users enter into contracts among themselves as a result of these contacts, Deutsche Post is not involved and is not a party to such contracts. Deutsche Post accepts no liability where no contact is established between the users through Letternet in connection with such a contract. Nor does Deutsche Post accept any liability for breaches of obligations among the users themselves.

2 Registration

- (1) In order to make use of the Letternet services, it is necessary to register in the Letternet website.
- (2) The user must be at least 8 (seven) years old. If the user is not yet legally adult, i.e. has not reached the age of 18, they may only register for Letternet with the prior consent of a parent or guardian.
- (3) The user must ensure that all the details given at registration are accurate and complete.
- (4) The user may not use any pseudonyms or made-up names.
- (5) When registering, the user chooses a user-name and password. They must keep these secret. Deutsche Post will not disclose the password to third parties and will not ask the user for the password at any time.
- (6) By completing the registration process, the user offers to enter into the contract for the use of Letternet. Deutsche Post accepts this offer by activating the user for the Letternet services. Successful activation is subject to the user entering a personal registration code at www.letternet.de, which has been sent by letter to the address given by the user beforehand. This acceptance establishes the contract between the user and Deutsche Post.
- (7) Each user may only register once and may only set up one user profile.
- (8) For technical reasons, Deutsche Post cannot determine with certainty whether a user registered on Letternet is actually the person that they claim to be. Deutsche Post can therefore provide no guarantee of the true identity of a user. Users must therefore confirm the identity and integrity of other users for themselves.

3 Cancellation instructions

Right of cancellation

You can cancel your contract within two weeks in text form (e.g. letter, fax, e-mail) without giving any reasons. This 'cooling-off' period starts from

the receipt of these instructions in text form, but no earlier than the effective date of the contract and not before we have discharged our duty to inform in accordance with Section 312c(2) of the German Civil Code [BGB] in conjunction with Section 1(1), (2) and (4) of the BGB Information Provision Ordinance [BGB-InfoV] and our obligations under Section 312e(1) sentence 1 BGB in conjunction with Section 3 BGB-InfoV. To meet the deadline for cancellation, it is sufficient to send the notice of cancellation in time. Notice of cancellation should be addressed to:

**Deutsche Post AG
Clubmanagement Letternet
c/o Medienfabrik Gütersloh GmbH
Heussallee 40
53113 Bonn**

Notice of cancellation may also be sent to Deutsche Post using the contact form available from the Letternet website.

Consequences of cancellation

In the case of effective cancellation, any services given and received must be returned and any benefits (e.g. interest) refunded. If you cannot return all or part of a service received, or only in an impaired state, you must repay the equivalent value where possible. Obligations to refund payments must be met within 30 days. This period begins for you with the dispatch of your notice of cancellation, and for us with the receipt of this notice.

4 Services provided by Deutsche Post

- (1) Deutsche Post provides users with Letternet in its current form and with its current content. Through Letternet, the user receives information about letter-writing. In this connection, Deutsche Post uses the information supplied by users on themselves and their interests, along with other criteria, to arrange pen friendships. The user can select favorites from the results of the search request, and request a contact. Only if the other user agrees to the pen friendship and consents to the disclosure of their full identity to the requestor is their full name and postal address displayed.
- (2) Deutsche Post may modify or enhance the services provided, particularly the contents and structure of the online platform and the associated user interface.

5 Rights and obligations of the user

- (1) Users user must provide accurate information and must not give misleading details of themselves or their personal interests. In particular, they must not give false or misleading details of their true identity.
- (2) In the event that a photograph is uploaded, the user affirms that the photograph is of the user; he or she must be clearly recognizable. Other individuals may be shown only together with the user. Images of other persons, such as friends of the user or well-known individuals, or of cartoon characters, animals, objects or landscapes, are not permitted. Uploading nude photos, pornographic motifs or images of physical or sexual violence is prohibited. Also prohibited are racist, dehumanizing or insulting images, or images that violate accepted principles of morality, as well as

the use of advertising materials or logos. Furthermore, the user may not upload images for which he or she does not hold the necessary intellectual property rights or copyrights. The photograph must not contain any actual information (name, address, telephone number, etc.).

- (3) The user will be liable to Deutsche Post for any damages caused by a culpable breach of contract on their part. They must indemnify Deutsche Post against any third-party claims asserted against Deutsche Post in connection with a breach of contract.

6 Rights of use

- (1) The rights of the user are restricted to the use of the services from Deutsche Post that are described in these General Terms and Conditions and on the Letternet website, and provided there.
- (2) All rights, including copyright, in Letternet are held by Deutsche Post.

7 Termination

- (1) Users may terminate their membership of Letternet at any time without giving reasons. It is sufficient for the user to de-register under "My Data" by clicking "End membership". Deutsche Post may terminate the user's membership of Letternet by giving 14 days' notice to the end of the month.
- (2) The right to termination without notice for good cause will be unaffected. Good cause may arise from any conduct by the user which constitutes a gross breach of contract. This includes false or misleading details given about the user or their true identity. Good cause may also exist where the user makes use of content in breach of statutory provisions based on documented information obtained from correspondence with other users. This includes offensive, defamatory or pornographic contact or other content calculated to harm young people.
- (3) In the case of good cause as defined in 7(2), Deutsche Post may block access to Letternet, regardless of any termination under 7(2).

8 Data protection

Deutsche Post is aware that users set great store by particularly sensitive handling of all personal data that they supply. Deutsche Post therefore complies with all the relevant statutory data protection provisions. Details of the processing of user data and the rules governing the provision of the data to other users and third parties are covered in the data protection provisions for Letternet, which can be found at <http://www.deutschepost.de/dpag?xmlFile=35369>

9 Liability

- (1) Deutsche Post accepts liability for deliberate intent and gross negligence, and for minor negligence where cardinal obligations have been violated. Cardinal obligations are those which are essential to the proper performance of the contract and which the customer may routinely expect to be honored, and/or obligations which compromise the intent of the contract if breached. Liability in the event of a breach of such a cardinal obligation is limited to the typical damages that Deutsche Post might expect to arise when entering into the contract.

- (2) Deutsche Post accepts no liability for minor negligence in relation to a lack of commercial success, lost profits, indirect losses, consequential damage or third-party claims, with the exception of claims arising from violations of third-party rights.

10 Other provisions

- (1) The user may only transfer rights from contracts based on these General Terms and Conditions, or transfer the contract as a whole, with the prior written consent of Deutsche Post.
- (2) Claims by Deutsche Post arising from contracts based on these General Terms and Conditions may only be offset or withheld if the counterclaim falling due is established on a legally binding basis or is undisputed.
- (3) German law will apply, to the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods as implemented in German law. Where legally permissible, the place of jurisdiction will be Bonn.
- (4) Deutsche Post will notify the user of any changes to these General Terms and Conditions. These changes will be taken as accepted unless the user submits a written objection to Deutsche Post in text form (e.g. fax, e-mail) within one month of receipt.

Last revised: May 09, 2011