

—

— **GENERAL TERMS AND CONDITIONS  
OF COOPER ADVERTISING GMBH  
ADDRESS SUBLETTING**

Status | 1st of June 2019

—

**COOPER ADVERTISING** GmbH

AM KAISERKAI 62 - 20457 HAMBURG - DEUTSCHLAND

FON: +49 40 22867932-0  
FAX: +49 40 22867932-1

INFO@COOPER-ADS.COM  
WWW.COOPER-ADS.COM

**GESCHÄFTSFÜHRER:**  
OLIVER WYDWALDT  
AMTSGERICHT HAMBURG:  
HRB 142078

**FINANZAMT:**  
HAMBURG MITTE  
ST-NR: 48/712/04174  
UST-ID: DE307062574

**STANDORTE**

HAMBURG - FRANKFURT - PARIS - MILAN - ALICANTE - VALENCIA

FACEBOOK: COOPERADVERTISING  
INSTAGRAM: COOPERADVERTISING

XING: COOPERADVERTISING  
LINKEDIN: COOPERADVERTISING

**HYPOVEREINSBANK:**  
IBAN DE94 1002 0890 0029 9858 20  
BIC (SWIFT) HYVEDEMM488

**HAMBURGER VOLKSBANK eG:**  
IBAN DE86 2019 0003 0019 8202 08  
BIC (SWIFT) GENODEF1HH2

---

## 1. SCOPE

**1.1.** The following terms and conditions (GTC) are part of all contracts with

**COOPER ADVERTISING GMBH**

Management: Oliver Wydwald

Am Kaiserkai 62

20457 Hamburg

Tel.: +49 40 22867932-0

Fax: +49 40 22867932-1

E-Mail: info@cooper-ads.com

District Court Hamburg HRB 142078, VAT ID no. DE307062574

For the purposes of delivering and re-leasing addresses ("leads" or "addresses") that **Cooper Advertising GmbH** ("Cooper") rents from owners of addresses ("Lessors") and re-leases to their customers ("Address Users").

The subletting takes place in Cooper's own name and in the company's own interests.

**1.2.** The terms and conditions of the landlords and/or address users that contradict or deviate from the following provisions shall not apply, even if Cooper does not object to their validity separately. Otherwise, Cooper agrees in writing to the validity of conflicting or deviating terms. The GTC shall apply exclusively even if Cooper executes the service without reservation in the knowledge of conflicting or deviating conditions of the contracting party.

**1.3.** The following conditions apply only to entrepreneurs in the sense of § 14 BGB.

## 2. LETTING OF LEADS FOR THE PURPOSE OF SUBLETTING

**2.1.** The landlord rents to Cooper Leads for the purpose of resale by Cooper in its own name to address users. The landlord therefore warrants that he has the right to rent the addresses to Cooper and that Cooper is entitled to sublet these addresses to address users.

**2.2.** Cooper is therefore entitled to sublet rented addresses to address users in their own entrepreneurial interests and in their own name. For this purpose, the landlord agrees that Cooper, as part of its usual advertising, may dispose of the address lists provided by the

**2.3.** The landlord undertakes to inform Cooper sufficiently and to the best of his knowledge about the address material rented from Cooper for the purpose of re-letting, in particular the quality (origin/extraction routes of the addresses, actuality date, buyer/prospect addresses, compiled addresses, returns quota, etc.).

---

---

**2.4.** On request, the landlord shall receive information from Cooper regarding who is leasing Cooper's leads.

### **3. CONCLUSION OF CONTRACT, RIGHT OF WITHDRAWAL**

**3.1.** The contract for the delivery of addresses ("address rental agreement") is concluded exclusively between Cooper as intermediate lessee and the address user as final tenant. There is no direct contractual relationship between the address user and the landlord.

**3.2.** The offers made by Cooper to the address users are non-binding. The address leasing contract is only concluded by written order confirmation from Cooper ("order confirmation").

**3.3.** If Cooper does not already have certain information (advertising material, fabricators, etc.) at the time the order is confirmed, it may make the order confirmation to the address user subject to conditions to be fulfilled.

**3.4.** With the approval of a test for advertised advertising, the landlord as address owner renounces his right to refuse for the same timely promotion of the address user with the entire address pool, unless changes in circumstances occur following approval (changes in the legality of advertising, changes in the power of disposal over the addresses).

**3.5.** The lessor and Cooper as intermediate lessor assume no liability to the address user for the legal permissibility, particularly in terms of competition law, of the planned use of the address. The address user is solely responsible for this and releases the landlord and Cooper from the use of third parties in this respect.

### **4. PRICES, TERMS OF PAYMENT**

**4.1.** The stated prices of the current Cooper price list or the order confirmation are valid.

**4.2.** Unless otherwise stated, these are net prices plus the applicable statutory sales tax, whereby each group of addresses is calculated separately. The number of address pieces specified in the offers and price lists are only approximate values due to regular stock changes as a result of additions and delays. Therefore, for all orders, the number of addresses in each case with a maximum deviation of up to 5% shall be deemed to have been ordered, whereby the price to be paid shall change in accordance with the excess or short delivery, unless the deviations are unreasonable for Cooper or the address user in the individual case.

**4.3.** Further costs, e.g. for selections, data transmission, will be charged separately.

---

**4.4.** The landlord issues the invoice for the rental of the addresses to Cooper as interim tenant on Cooper, Cooper in turn issues a bill as interim tenant in his own name, from Cooper to the address user for the sublease.

## **5. LIABILITY**

**5.1.** The Lessor warrants to Cooper and to the address users who rent Cooper's address material as the final tenant that an addressee actually exists or actually matches the characteristics (age, gender, characteristics of purchase, etc.) assigned to the address. Cooper assumes no liability as an intermediate tenant towards the address users.

**5.2.** Cooper is therefore not responsible to the address users for the accuracy of the information provided by the landlord and assurances. Possible claims for compensation are to be asserted by the lessee directly to the landlord. Cooper assigns its claims against the landlord to the address user in this respect and the address user accepts the assignment. Address users and landlords expressly acknowledge this regulation and undertake to regulate any existing claims for damages exclusively in direct proportion.

**5.3.** It is the sole responsibility of the landlord and the address user to check the use of the addresses to determine whether they are harmless under competition law and data protection law. Cooper as intermediate tenant assumes no liability for the legal admissibility of the address user's intended use of the address.

**5.4.** The above exclusions of liability in favor of Cooper do not apply in case of intent or negligence, as far as it concerns the breach of an essential contractual duty, or injury to life, the body or health. The same applies to the liability of vicarious agents of Cooper...

## **6. AUTHORIZATION TO USE, CONTROL**

**6.1.** Unless otherwise agreed, the rental agreement between Cooper and the address user authorizes the address user with the payment of the rental price and the granted release only for the single use of the addresses provided by the landlord.

**6.2.** If no other regulations have been made, the address user is only entitled to perform the following services with regard to the addresses or have them carried out by authorized third parties:

- Data Conversion/Analysis, Supplementation, Qualification;
- Address screening, such as B. Infoscore, Protector;
- Duplicate adjustments;
- Splitting in subsets and reduction.

---

**6.3.** Third-party services for the address user, such as optimization analyzes, history files, storage for order entry or storage of temporary files over a period of three months beyond the last data delivery or the transfer to other service providers, require the written approval of Cooper.

**6.4.** The address user will refrain from storing, modifying or transmitting the contractual data outside the contractually agreed authority, in particular the transmission of the data to third parties for any unauthorized use. The address user will also pay attention to special conditions and restrictions (e.g. regarding the approved advertising material).

**6.5.** The data media or the addresses may only be processed in Cooper's previously approved data centers. According to the Federal Data Protection Act (BDSG) these companies have to be suitable for the processing of personal data and selected accordingly. Any subcontracting conditions of the aforementioned service providers must be disclosed to Cooper in writing upon request and require its prior written consent. In any case, a contract data processing agreement within the meaning of Section 11 BDSG must be available for each third-party service provider commissioned and sent to Cooper within 5 working days of the request.

**6.6.** The address user agrees that the landlord and/or Cooper, regardless of the amount of addresses, may add a maximum of 50 control addresses per address group to each address delivery to control whether the delivered addresses were used without authorization.

**6.7.** The address user will not have the addresses delivered to companies engaged in the processing of his commercials without indicating the existence of control addresses and compliance with the above usage restrictions. The address user is responsible for any fault of the companies commissioned by him to Cooper.

## **7. CONTRACTUAL PENALTY**

**7.1.** The address user undertakes to pay Cooper a contractual penalty for any breach of the restrictions on the scope of use in the amount of 10 times the agreed rental costs based on the delivered gross amount of the group that was created for the delivery, including the addresses used in breach of contract. The address user is also liable for the fault of his employees (§ 278 BGB) and other parties involved in the fulfillment of the contract. The assertion of further claims for damages remains reserved to Cooper.

**7.2.** The address user undertakes to pay Cooper a contractual penalty for any breach of the restrictions on the scope of use in the amount of 10 times the agreed rental costs based on the delivered gross amount of the group that was created for the delivery, including the addresses used in breach of contract. The address user is also liable for the fault of his employees (§ 278 BGB) and other parties involved in the fulfillment of the contract. The assertion of further claims for damages remains reserved to Cooper.

## **8. PRIVACY**

---

---

**8.1.** In all cases, the addresses may only be collected, processed and used in accordance with the provisions of the General Data Protection Regulation, the Federal Data Protection Act (BDSG) or other data protection regulations.

## **9. FACTORING**

**9.1.** Cooper is entitled to assign the claims from its business relationship.

**9.2.** Any claims of Cooper against the address user arising from the rental shall, where applicable, be assigned to Eurofactor GmbH, Bajuwarenring 3, 82041 Oberhaching b. München, Germany.

## **10. NOTICE PERIOD**

**10.1.** The notice period granted to Cooper and the address user for termination of the address leasing relationship is 30 days end of moth. Leads already delivered to the address user must be paid to Cooper, regardless of whether the address user has already used these leads or not.

## **11. RIGHT OF REFUSAL, TERMINATION WITHOUT NOTICE**

**11.1.** Cooper is entitled to refuse services to the address user as long as the legal requirements for proper data processing and use by the address user are not met or proven and/or is entitled to unsuccessfully terminate the tenancy with the address user after setting an unsuccessful deadline.

**11.2.** Further claims for damages remain unaffected.

## **12. FINAL PROVISIONS**

**12.1.** Place of fulfillment is Cooper's headquarters.

**12.2.** The law of the Federal Republic of Germany applies exclusively. Application of the UN Sales Convention (CISG) is excluded.

**12.3.** The place of jurisdiction is Cooper's headquarters, provided that both parties to the dispute are merchants, legal entities under public law or public special assets.

**12.4.** Should one or more clauses of these terms and conditions be or become ineffective or unenforceable, then the invalid or unenforceable provision shall be replaced by an

---

— effective and enforceable provision which comes closest to the economic purpose pursued by Cooper with the ineffective or unenforceable provision. The above provisions apply mutatis mutandis in the event that the contract contains a loophole.

—