

## **Special terms of Use For Optimizely Print**

### **1. Subject matter**

(1) The purpose of these special terms of use for Optimizely Print is to enable the control of postal mailing campaigns in Optimizely Campaign via the additional function print (Optimizely print). Optimizely print enables the Customer to generate mailings and to have them produced and sent as mailings by a shipping service provider. Optimizely Campaign acts as a shipping software (marketing automation system), which is connected to the system of the shipping broad provider.

(2) The shipping service provider for the physical production and dispatch of postal mail is Deutsche Post Dialog Solutions GmbH, Koblenzer Strasse 67, 53177 Bonn (DPDS). The Customer concludes a contract with DPDS about their performance trigger dialog (shipping contract) on their own. Optimizely reserves the right to offer Optimizely print for other shipping service providers, but is not obligated to maintain compatibility with such provider.

### **2. Technical requirements of implementation**

(1) The implementation of Optimizely print in Optimizely Campaign is carried out after commissioning. To do this, technical support will contact the Customer and ask the Customer for information necessary for implementation and delivery in accordance with the Agreement signed with Optimizely.

(2) For the use of Optimizely print the conclusion of the shipping contract by the Customer is also required. The Customer shall be responsible for examining this contract. As an additional duty of cooperation, the Customer must inform Optimizely if the shipping provider is ready to receive print orders from the Customer.

(3) The implementation phase may be completed after three months in the event of the Customer's performance of the required contribution.

### **3. Services of Optimizely**

(1) When booking Optimizely print, Optimizely Campaign acts as the Customer's marketing automation system for triggering print orders within the scope of the shipping contract. For this purpose, the user account of the Customer in Optimizely Campaign is connected via an interface to the shipping system.

(2) Optimizely provides in Optimizely Campaign standard templates for the generation of mails, which are adapted to the shipping formats of the DPDS at the time of the contract. The availability of these shipping formats is at the discretion of the DPDS. Optimizely is not obligated to hold standard templates for formats that were only included in their range of services after the end of the Optimizely print contract of DPDS.

(3) When a print job is triggered for a mailing generated in Optimizely print by the Customer, Optimizely exports it in a file format which is compatible with the DPDS shipping system and transmits it to DPDS. Optimizely is not obligated to carry out further shipping services. By default, the submission of the print job file is made exclusively to DPDS. Additional transmission to the Customer for testing or control purposes is only effected by a separate agreement. In case of justified doubts about the proper export, Optimizely provides a log file at the Customer's request, from which the scope of export and transmission to DPDS is apparent.

(4) The export and transmission of the print order file by Optimizely is normally carried out within one day, unless the user chooses an option of a later dispatch. In case of doubt, Optimizely is not responsible for any further delays in the actual shipment.

(5) For the services within the scope of the transit agreement, the local regulations apply.

#### **4. Obligations of the Customer**

(1) Before any initial dispatch or design change of a campaign, the Customer has to carry out a test dispatch in order to exclude a faulty postal dispatch. For this purpose the Customer should send a test mailing and check it for correctness and completeness. The preview function integrated in Optimizely Campaign cannot be representative of the actual quality of the postal mail due to the control via the DPDS shipping system.

(2) Within the scope of this Agreement, the Customer shall remain the data controller responsible for the data processing. Optimizely only provides assistance in this regard by providing software as a "software as a service" performance for data processing in order to be able to process Customer communication centrally in Optimizely Campaign. The inspection of the shipping contract and its data protection requirements is the responsibility of the Customer.

(3) The Customer ensures that the provided texts and other contents are up-to-date, correct and complete and that the Customer has all the necessary rights to use within Optimizely print. The Customer grants Optimizely a free, non-exclusive, worldwide license, limited to the duration of the contract, to copy, disseminate, edit, publicly reproduce, display and access the data collected and made available to Make.

(4) Since Optimizely has no influence on the design of the interface to the control system of DPDS, changes in the deployment can result, which are jointly coordinated and implemented with the Customer. Changeovers may be necessary for a smooth performance or for the implementation of standards of DPDS.

#### **5. Special regulations for mailing**

(1) The Customer assures that no dispatch via Optimizely print will be made to recipients who do not wish to receive mailings, especially if the consignment has been expressly rejected.

(2) The Customer is obligated to ensure, by means of appropriate measures such as, in particular, blocking notices or lists in Optimizely Campaign, that on the one hand a separate processing of recipients, for which only the conditions referred to in paragraph 1 are available, is possible and the sending of mail is not available if it can be seen that the recipient does not wish to do so.

#### **6. Remuneration**

The fees payable by the Customer depend on the order. Payment modalities are governed by the terms and conditions of the Agreement.

#### **7. Liability and Warranty/support**

Optimizely is not responsible for the dispatch of the mails and has neither influence nor is monitored for the proper provision of this service by the DPDS. Optimizely therefore does not provide support services for printing errors or other malfunctions in the sphere of influence of the DPDS.

Last revised: January 2024