



Terms and Conditions for Using the  
Rossmann Extranet

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## Contents:

<b>§ 1</b>	<b>Scope of application.....</b>	<b>3</b>
<b>§ 2</b>	<b>Use of the Rossmann Extranet.....</b>	<b>3</b>
<b>§ 3</b>	<b>Registration and authorised use.....</b>	<b>3</b>
<b>§ 4</b>	<b>Treatment of user credentials.....</b>	<b>4</b>
<b>§ 5</b>	<b>Review of user credentials .....</b>	<b>4</b>
<b>§ 6</b>	<b>Duration of right of use.....</b>	<b>4</b>
<b>§ 7</b>	<b>Deactivation and deletion of user credentials.....</b>	<b>5</b>
<b>§ 8</b>	<b>Program updates .....</b>	<b>5</b>
<b>§ 9</b>	<b>Duty to inform; disclosure obligations.....</b>	<b>5</b>
<b>§ 10</b>	<b>Data protection .....</b>	<b>6</b>
<b>§ 11</b>	<b>Liability of Authorised Companies .....</b>	<b>6</b>
<b>§ 12</b>	<b>Operator's exclusion of liability .....</b>	<b>6</b>
<b>§ 13</b>	<b>Validity of terms and conditions of use .....</b>	<b>7</b>
<b>§ 14</b>	<b>Legal venue.....</b>	<b>7</b>
<b>§ 15</b>	<b>Applicable law .....</b>	<b>7</b>

## **§ 1 Scope of application**

The Rossmann Extranet is an internet platform that enables authorised companies to exchange information with Dirk Rossmann GmbH as the operator of the Rossmann Extranet (the "Operator"). The Rossmann Extranet may be used by companies which are in a business relationship with the Operator and which have been provided with the required user credentials ("Authorised Companies" or the "Authorised Company"). The Rossmann Extranet may only be used in accordance with these terms and conditions of use.

## **§ 2 Use of the Rossmann Extranet**

(1) The Rossmann Extranet may only be used for the purpose of information exchange between the Operator and the Authorised Company. The Operator may grant the Authorised Company access to the "Delivery Service" and/or "Marketing Planning" modules as part of the Rossmann Extranet. Via the "Delivery Service" module, the Authorised Company can contact the Operator with a view to improving future delivery processes. Using the "Marketing Planning" module, the Authorised Company can access marketing planning aids with a view to support for future marketing measures. The Rossmann Extranet may not be used for any other purposes.

(2) Any and all data and information from the Rossmann Extranet must be treated as strictly confidential. Data and/or information from the Rossmann Extranet must not be disclosed to unauthorised users and/or staff of the Authorised Company or third parties outside the Authorised Company. The authorised user and the Authorised Company shall take and any and all precautions necessary to prevent any disclosure of data and/or information from the Rossmann Extranet to third parties.

(3) Any and all technical and organisational data security measures required by the current state of the art must be taken to prevent any disclosure of data and/or information from the Rossmann Extranet to unauthorised third parties. This includes in particular the use of security software, which must regularly be updated to the latest version.

## **§ 3 Registration and authorised use**

(1) At its sole discretion, the Operator will grant companies with which the Operator maintains a business relationship permission to use the Rossmann Extranet. After transmission of the pertinent user credentials by the Operator, the Rossmann Extranet will be solely available for use by said Authorised Companies. The pertinent user credentials will be transmitted to individual staff members of said Authorised Companies after these staff members have been registered with the Operator for the purpose of using the Rossmann Extranet.

(2) The registration links will only be sent to the e-mail addresses of registered staff members who have been assigned such e-mail address by the respective Authorised Company for this purpose. The user credentials will not be sent to

any private e-mail address of the relevant staff member. Upon receiving the user credentials, said staff member of the Authorised Company will be authorised to use the Rossmann Extranet (the "Authorised User" or "Authorised Users").

(3) Only Authorised Users may use the Rossmann Extranet.

(4) There is no legal entitlement to registration and to the use of the Rossmann Extranet. The Operator is entitled to refuse the registration of any staff member of an Authorised Company without giving reasons.

#### **§ 4 Treatment of user credentials**

(1) The Rossmann Extranet may be accessed by Authorised Users by logging in on the home page of the Rossmann Extranet, entering their user name and password (user credentials).

(2) Given that Authorised Users also have access to sensitive corporate information on the Rossmann Extranet, Authorised Users are obligated to treat their user credentials as strictly confidential. More specifically, the disclosure of user credentials to any other persons within or outside the Authorised Company is prohibited. The Authorised User and the Authorised Company shall ensure that the user credentials cannot be viewed by any other persons. The user credentials transmitted must be stored under reasonably secured conditions, so that they cannot be accessed by unauthorised persons. It is not permitted to store the user credentials in a password list during the online login process or in any other electronic form.

(3) The authorised user must properly log out after using the Rossmann Extranet. The Authorised User must then close the browser window and delete any browser history and activities, so that any use of the Rossmann Extranet on the respective personal computer cannot be tracked.

(4) If the Authorised User becomes aware or suspects that his or her user credentials have come to the attention of an unauthorised person, the Authorised User shall notify Dirk Rossmann GmbH without undue delay, providing any and all information available. Dirk Rossmann GmbH will then block the relevant user credentials and provide the Authorised User with new user credentials if required. It is in Dirk Rossmann GmbH's sole discretion whether or not to provide the Authorised User with new user credentials; no entitlement to such user credentials exists.

#### **§ 5 Review of user credentials**

(1) The Operator has the right to determine, in its sole discretion, the extent of the functions made available to Authorised Companies and Authorised Users.

#### **§ 6 Duration of right of use**

The right to use the Rossmann Extranet will commence upon these terms and conditions of use being accepted and the operator transmitting the user credentials to the Authorised User. The right to use will end upon the user credentials being deactivated or deleted by the Operator. The Operator is entitled to prohibit the use of the Rossmann Extranet at any time without prior notice, even if no breach of these terms and conditions of use has occurred and valid authorisation still exists.

## **§ 7 Deactivation and deletion of user credentials**

(1) The Operator will deactivate and/or delete the user credentials of Authorised Users in particular if:

- a) the Operator becomes aware that an Authorised User failed to use his or her user credentials in compliance with these terms and conditions of use, or has used data from the Rossmann Extranet for purposes other than the agreed purpose, or has made unauthorised disclosures of such data; or
- b) the Authorised User transfers to a different area of responsibility within the Authorised Company and therefore no longer requires access to the Rossmann Extranet; or
- c) the Authorised User leaves the Authorised Company.

(2) The Authorised Company shall notify the Operator, without undue delay, once any of the above three events has occurred.

## **§ 8 Program updates**

(1) The Rossmann Extranet will be regularly updated to maintain its up-to-dateness. For this reason, the Operator will have to perform software installations on the Rossmann Extranet. As a consequence of updating the Rossmann Extranet, the connection between the Operator and the Authorised Company may be interrupted. Any such interruption as well as any other disruptions of the use of the Rossmann Extranet do not constitute a legally relevant impairment of the Rossmann Extranet.

(2) The Authorised Company itself is responsible for procuring any program components required for accessing and using the Rossmann Extranet (e.g. browsers).

## **§ 9 Duty to inform; disclosure obligations**

(1) If the Authorised User becomes aware that the content of the Rossmann Extranet is defective or that error messages are displayed when using the Rossmann Extranet, the Authorised User shall notify the Operator without undue delay. This also applies if the Rossmann Extranet functionalities used display unexpected changes.

(2) Any unauthorised changes to data records (adulteration, deletion, unauthorised disclosure or data theft) that come to the Authorised User's attention must be communicated to the Operator without undue delay, so that the Operator will be able to stop the continuation of any such activities.

## **§ 10 Data protection**

(1) The Authorised Company and the Authorised User are responsible for ensuring that the provisions of the German Data Protection Act (*Bundesdatenschutzgesetz*, "BDSG") and the General Data Protection Regulation ("GDPR") are complied with at all times.

(2) Likewise, the Operator itself will comply with the provisions of both BDSG and DS-GVO.

(3) Said data protection provisions contain further details.

## **§ 11 Liability of Authorised Companies**

(1) The Authorised Companies as well as each Authorised User shall be liable for any wrongful or unauthorised use of the Rossmann Extranet that is attributable to them, and/or any wrongful or unauthorised use of the user credentials by staff members of an Authorised Company or by unauthorised third parties, provided that an Authorised Company or an Authorised User is at fault.

(2) In the event that user credentials are wrongfully disclosed to unauthorised third parties due to fault on the part of an Authorised Company or its staff, the relevant Authorised Company hereby undertakes to pay a conventional penalty in the amount of EUR 20,000 to the Operator. The Operator expressly reserves the right to demand damages, in which case the conventional penalty would be credited towards any damages. This shall not affect any claims under any agreement regarding commissioned processing under Art. 28 GDPR.

(3) In the event that any information or data from the Rossmann Extranet are wrongfully disclosed to unauthorised third parties due to fault on the part of an Authorised Company or its staff, the relevant Authorised Company hereby undertakes to pay a conventional penalty in the amount of EUR 150,000 to the Operator. The Operator expressly reserves the right to demand damages, in which case the conventional penalty would be credited towards any damages.

## **§ 12 Operator's exclusion of liability**

(1) Any liability on the part of the Operator, its legal representatives, employees or vicarious agents for any damage or impairments by or in connection with the use of the Rossmann Extranet is hereby excluded. More specifically, they shall not be liable for the accuracy of any data or information on the Rossmann Extranet.

(2) This exclusion of liability shall not apply:

- a) if the Operator has attributably caused damage, acting intentionally or with gross negligence, or in the event of damage to life, body or limb attributably and wrongfully caused by the Operator, acting intentionally or with gross negligence, or where liability under the German Product Liability Act (*Produkthaftungsgesetz*) applies; or
- b) for any other damage brought about by ordinarily negligent violation of material contractual obligations on the part of the Operator. A material contractual obligation is an obligation that is of the essence, i.e. its exact performance is so central to the purposes of the contract that the Authorised Company customarily relies – and is entitled to rely – on its fulfilment. Where a material contractual obligation has been breached, the liability of the Operator, its legal representatives, employees and vicarious agents is limited to typical damage that was foreseeable at the time when the contract was concluded.

### **§ 13 Validity of terms and conditions of use**

The Operator reserves the right to make amendments or additions to these terms and conditions of use and data protection provisions that would then apply from that time forward. The Authorised Users undertake to regularly review these terms and conditions for amendments and additions. With every use of the Rossmann Extranet, the Authorised User declares his or her agreement with the respective version of these terms and conditions of use and data protection provisions in force at the time.

### **§ 14 Legal venue**

Legal venue is Burgwedel. However, the Operator is entitled to sue the Authorised Company and/or the Authorised User at the court of its registered office or the court of his/her place of residence.

### **§ 15 Applicable law**

These terms and conditions of use shall be exclusively governed and construed in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws principles.