

## GENERAL TERMS AND CONDITIONS FOR THE USAGE OF COFACE CENTRAL EUROPE ONLINE

Vienna, 29.1.2019

### ■ § 1 REGULATIONS AND DEFINITIONS

1.1. Coface Central Europe Holding AG offers its Clients direct access to data stored in the Coface Central Europe database "Coface Central Europe Online" ("hereafter referred to as "ICON"). These General Terms and Conditions regulate the usage of the ICON online customer application process of Coface Central Europe Holding AG. The ICON Business Information REST API provide B2B services for purchasing and selling business credit reports and monitoring services. By using the ICON Business Information REST API each user agrees to the terms and conditions of the General Terms and Conditions.

#### 1.2. Definitions:

- a. General Terms and Conditions (hereafter referred to as GTC) – the set of rules and conditions related to the usage of the ICON online customer application under the address <https://icon.cofacecentraleurope.com>
- b. Coface Central Europe Holding AG (hereafter referred to as Coface), the owner of ICON customer application registered at the commercial register of the commercial court in Vienna under the registration number FN 43204 k, having its registered office in 1030 Vienna, Marxergasse 4c.
- c. User (hereafter referred to as User) – the legal entity using the Customer Application. The User shall be defined as a natural person, representing a legal entity. The User must register separately in the system. An access authorization may only be issued to one specific User and may not be utilized by more than one User.
- d. The Client shall be defined as the company or sole trader to which or to whom Coface Central Europe provides online credit management services. The Client may have more than one user who is permitted to access ICON.
- e. The Parties (hereafter referred to as the Parties) – both User/ Client and Coface
- f. Coface ICON Customer Application (hereafter referred to as Customer Application) – this is the web application through which Coface allows the User to purchase and use its products and services.
- g. Products and Services of Coface – Coface provides a range of services related to the credit management and particularly business information reports and debt collection services.
- h. Business Information Products (hereafter referred to as Business Information) – products based on the data collected by Coface and/or provided by third party suppliers.
- i. Debt Collection services (hereafter referred to as Debt Collection) – services provided to the User via Coface with the scope to collect debts from debtors on behalf of User.

### ■ § 2 GENERAL PROVISIONS

- 2.1. Before the start of the Customer Application the User has to accept the GTC; however purchase of Products and Services of Coface within the Customer Application requires separate confirmation during the purchase process.
- 2.2. If the User does not accept these GTC, the User cannot proceed with the order. This applies to the anonymous customer as well as

to the unconfirmed customer and the registered customer.

- 2.3. Coface may at any time revise these GTC. The amended GTC will be accepted upon written agreement by the User. In case a User does not accept the amendment to the GTC, he is entitled to terminate the contractual relationship with Coface or to negotiate some amendments by contacting their local account manager.
- 2.4. In order to use Coface Products and Services, the User must have operational internet access. Coface is not responsible for any connection problems between the User and his internet service provider.

### ■ § 3 SECURITY POLICY

- 3.1. In order to protect the data and ensure security of communication in the Customer Application, the User will login with unique email address and password.
- 3.2. The User acknowledges that, for safety reasons, the password will be managed and delivered by Coface electronically.
- 3.3. Coface is authorized to deny access to User, if there was a suspected misuse of their password.
- 3.4. The User shall be held liable for any damages and events caused by abuse of the password – in particular the disclosure of the password or the User allowing access to unauthorized personnel, as well for failing to secure the password against third parties.
- 3.5. Coface makes the reservation and the User accepts that the electronic provision of services of any type, include in the Customer Application is related to a risk, including:
  - a. The ability to receive so-called spam, namely unsolicited advertising information.
  - b. The presence of unwanted software which could disrupt the operation of the operating system.
  - c. The possibility of adverse effects of the software which is able to reproduce itself.
  - d. The possibility of spyware being triggered.
  - e. The possibility of persons using a data communication system or/and a telecommunications network installing illegal devices giving unauthorized access to services.
- 3.6. Coface shall not be held liable for any consequences resulting from the use of the Customer Application.

### ■ § 4 COFACE RIGHTS AND OBLIGATIONS

- 4.1. The Customer Application shall be available to the Client for queries 24 hours per day, 7 days per week. Coface Central Europe reserves the right to close the system for maintenance and technical reasons. Although Coface Central Europe endeavours to provide uninterrupted access, permanent availability can not be guaranteed.
- 4.2. Coface Central Europe shall provide the Client with a complete range of business information and direct access to its services as agreed with the client. The information provided is restricted in use to the Client, who is obliged to maintain the confidentiality of this information. The Client shall be responsible for any damages to Coface Central Europe or to third parties resulting from violation of this provision.
- 4.3. Coface Central Europe hereby licenses the information provided



on a non-exclusive basis to the Client for his internal use only and the Client agrees to only make the information available to his own employees on a need to know basis. The Client shall maintain the confidentiality of all information to the same degree that he uses for handling of his own confidential information and data.

- 4.4. Coface Central Europe does not warrant the correctness and completeness of the queried data or the information contained therein, or the availability of specific data. The Client agrees and understands that the information provided
- is based upon subjective determination;
  - is subject to obsolescence at varying and unpredictable rates and may therefore not be current or include subsequent material changes or events;
  - may not be complete and is not guaranteed;
  - is subject to changes made from time to time;
  - may not be immediately available;
  - may not be available for all companies and businesses;
  - are confidential and provided to you for your use at your sole risk and liability, and
  - are proprietary and copyrighted information.
- 4.5. Coface committed to working with subcontractors and third parties. When Coface provides information via the Customer Application, which may in whole or in part represent expressions of advices or opinions based on data supplied by third parties, Coface will be unable to verify the accuracy of such information in every case and will therefore accept no liability for any errors and subsequent damages therein or omissions thereto.
- 4.6. Coface Central Europe reserves the right to terminate, without notice, the relationship with the Client if he/she has not fulfilled a fundamental obligation. Furthermore, the General Terms and Conditions for the various services shall apply.

#### ■ § 5 USER RIGHTS AND OBLIGATIONS

- The Business Information provided by Coface is restricted in use to the User, who is obliged to maintain the confidentiality of this information. The User shall be responsible for any damages to
- Coface or to third parties resulting from violation of this provision.
- The User shall agree, within reason, to use and equip their workstations both technically and commercially in such a way that unauthorized persons cannot access the database. The access authorization provided by Coface to Users shall remain confidential.
- The User is obliged to keep the password confidential and shall not provide it to any third parties.
- The User is also obliged to immediately inform Coface of any suspected access to the customer application or password by unauthorized personnel.
- The User shall be held liable for any damages and events caused by abuse of the password – in particular the disclosure of the password or the User allowing access to unauthorized personnel, as well for failing to secure the password against third parties.
- The User agrees to only make the Business Information available to his own employees on a need to know basis. These employees have to be familiarized with the content of the GTC.
- The User agrees and understands that the Business Information provided:
  - is based upon subjective determination
  - is subject to obsolescence at varying and unpredictable rates and may therefore not be current

- includes subsequent material changes or events
  - may not be complete and is not guaranteed
  - is subject to changes made from time to time
  - may not be immediately available
  - may not be available for all companies and businesses
  - is confidential and provided to the User for his use at his sole risk and liability
  - is proprietary and copyrighted information.
- 5.9. The User represents and acknowledges:
- the rights, conditions and limitations in the use of the Business Information;
  - that Coface and its parent companies, subsidiaries and affiliates shall not bear any responsibility or liability for any business, financial or other decisions made by the User based upon the provided Business Information.

#### ■ § 6 WARRANTY AND LIABILITY

- Coface Central Europe shall not be liable for any damages resulting from the use of Customer Application. When Coface Central Europe provides information via Customer Application, which may in whole or in part represent expressions of advice or opinions based on data supplied by third parties, Coface Central Europe will be unable to verify the accuracy of such information in every case and will therefore accept no liability for any errors therein or omissions thereto. Furthermore, Coface Central Europe excludes any liability for subsequent damage.
- Due to the use of the Customer Application and the data provided, the customer is not entitled to either warranty, damage compensation or other claims – to the extent permitted by law. Especially, possible consequential damages that could arise from using the data will not be compensated. Coface shall only be liable for damage compensation in case of own intent or extreme gross negligence, however not for the actions of its vicarious or supply agents. Liability for loss of profit, indirect damage or other consequential damage is any way excluded.
- A change in the legal situation as well as court or official orders may oblige Coface to modify or even discontinue services. In the event of change or discontinuation of the service of Coface, the User is not entitled to derive any legal consequences, such as warranty, damage compensation or other claims.

#### ■ § 7 COPYRIGHTS AND OWNERSHIP OF DATA

- All copyright and ownership rights in and to the Customer Application and the Business Information provided are reserved for Coface.
- Nothing in these GTC shall be understood as granting, expressly, by implication or by estoppel any rights in and to the provided Business Information to the User except for the limited non-exclusive license granted in this article.
- The User agrees to refrain from all activities that would enable the User or third parties to reproduce the query system, structure of the database or forms of individual documents. This obligation shall also remain in effect after the termination of the contractual relationship with Coface.
- The User may copy the provided information either electronically or otherwise, provided he does not disseminate or disclose it in any way to any third party without the prior express written consent of Coface.
- Coface reserves the right to refuse service or terminate User's

account if User is in breach of applicable laws or these GTC.

#### ■ § 8 SUPPLY OPTIONS

Coface offers the following methods of obtaining products and services to its Users:

- 8.1. Purchase without registration (ANONYMOUS CUSTOMER):  
The User may order Business Information without registration, the only information which needs to be entered is: first name, last name, email address.
- 8.2. Purchase with registration (UNCONFIRMED CUSTOMER):  
The User can register on the customer application and benefit from better conditions. Following information needs to be entered: name of the company, country, company address, VAT and/or company registration number, first name, last name, email address, phone number. After registration, a confirmation number will be sent to the User per email and the User can either paste it in the Customer application or follow a confirmation link. The User can then choose a password according to standard security rules. This registration does not oblige the User to purchase any products.
- 8.3. Purchase with subscription and individual contract signed between the User and Coface (REGISTERED CUSTOMER):  
The Parties arrange special conditions depending on the type and quantity of Business Information required. For this registration Coface requires global information about the User and will determine the required information on a case by case decision. After registration an account will be created. Coface and the User will further set up a written individual contract. For further details see § 9 of these GTC.
- 8.4. Each User can register only once, the email address can be used only once.
- 8.5. The User must be at least 18 years old.
- 8.6. Only an authorized representative can register in the name of a legal entity.
- 8.7. The data and other information requested by Coface during the application process must be supplied by the User completely and correctly.

#### ■ § 9 SPECIAL REGULATIONS FOR SUBSCRIPTIONS (ONLY APPLICABLE TO REGISTERED CUSTOMER)

- 9.1. Subscriptions are valid from the order date for the period stated in the subscription. Benefits derived from the subscription but not fully used remain valid for one month after expiry of the subscription (roll-over) if an at least equivalent new subscription is ordered on expiry.
- 9.2. The User agrees that, shortly before his chosen subscription expires, it will be automatically renewed by an equivalent, new subscription. Coface shall duly notify the User in an appropriate form before the expiry, that automatic renewal and associated settlements are pending.
- 9.3. A User may cancel a subscription with 60 calendar days' notice at any time without stating the reasons, taking effect from the date up to which the subscription has been prepaid. In case of a cancellation, the refund of the subscription payment is not possible. Subscriptions must be cancelled in writing, either by postal mail or email.
- 9.4. Following a cancellation, the subscription remains valid for the period specified. During this period the User may make full use of the benefits derived from the subscription, i.e. Business

Information Products at reduced rates and package deals. In this case, there is no automatic renewal as described in § 8.2.

- 9.5. After expiry of the cancellation notice period all benefits granted through the subscription and which have not yet been claimed, will lapse on the cancellation date. The User accepts that, from the cancellation date, the discounted prices are no longer a contractual part of the subscription, but instead the current list prices apply to all purchases outside the subscription arrangement.
- 9.6. Subscriptions are payable in advance. Payments must be made in full in order to make use of all benefits associated with the subscription, i.e. Business Information Products at reduced rates and package deals.
- 9.7. Payment is processed immediately, typically by credit card, direct debit or bank transfer upon receipt of proforma invoice.
- 9.8. Products and Services of Coface purchased within a subscription will typically be invoiced monthly; however Coface reserves the right to invoice at any time.

#### ■ § 10 COFACE PRODUCTS AND SERVICES

- 10.1. The sources of information for Coface Products and Services are as follows:
  - a. Information collected by direct contact with researched companies by professional business analysts of Coface.
  - b. International information gathered from public registers and databases, particularly registers of companies, commercial registers, courts, publications of financial data.
  - c. International information provided by credit reference agencies on the financial status of companies and persons engaging in business activities.
  - d. Cooperation with other credit bureaus.
- 10.2. Depending on the Business Information Product, the User enters either into a sales contract or a service contract with Coface. A sales contract will be concluded when ordering online immediately available products. A service contract will be concluded when ordering the products with a non-immediate delivery time. In case of Debt Collection, a service contract will be concluded upon signing of an order form with the relevant Debt Collection office. The contract, order and business language is English.
- 10.3. Coface is entitled to change, add new or discontinue its Products and Services at any time, in whole or in part, without being required to state any reasons for doing it. Coface is also entitled to change registration and subscription or the structure of subscriptions at any time, or to stop offering subscriptions in general. This also applies in relation to changing or discontinuing Products and Services for which a User has acquired a right by purchasing a subscription.
- 10.4. Coface donates the ICON Business Information REST API to the Credit Information community as an Open Source Standard and therefore grants each user of the ICON Business Information REST API a non-exclusive, worldwide, royalty-free licence to use the ICON Business Information REST API. This license does not include the rights to make the ICON Business Information REST API available against payment to create derivative works of the ICON Business Information REST API or modify the existing version of the ICON Business Information REST API without the explicit approval of Coface.
- 10.5. The the ICON Business Information REST API is provided "as is" and Coface makes no representations or warranties, express or implied, including, but not limited to, warranties of merchantability,

fitness for a particular purpose, or non-infringement. Coface will not be liable for any direct, indirect, special or consequential damages arising out of any use of the ICON Business Information REST API or the performance or implementation of the contents thereof (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption).

10.6. All rights granted under this licence shall terminate in case the user fails to comply with the terms and conditions of this licence.

## ■ § 11 PRICES AND PAYMENT METHODS

The payment methods depend on the type of User:

### 11.1. ANONYMOUS CUSTOMER and UNCONFIRMED CUSTOMER:

- a. Payment via credit card and PayPal
- b. Products sent in .pdf format to the email address given during the ordering process. Processed payment invoice is sent together with product via email.

### 11.2. REGISTERED CUSTOMER:

- a. Payment made according to payment conditions agreed in the contract
- b. Invoicing method agreed individually between the Parties
- c. Products supply agreed individually between the Parties
- d. All other regulations are described in the § 8.

## ■ § 12 DATA PROTECTION

12.1. At Coface we recognise the importance of protecting your personal information and are committed to processing it responsibly and in compliance with applicable data protection laws in all countries in which Coface operates. More information can be found in the Coface Privacy Statement.

12.2. Coface is the controller of any personal data provided by the User. Coface collects the data as described in § 8 in order to fulfil its contractual obligations. In particular, Coface needs these data to handle orders, deliver Coface Products and Services, process payments and to communicate with the User as regards the contractual relationship.

12.3. The Privacy Statement describes Coface's general privacy practices that apply to personal information we collect, use and share about consumers and other individuals within our clients, business partners, supplier and other organisations with which Coface has or contemplates a business relationship. We may provide additional or more specific information on the collection or use of personal information on [websites](#) or related to a specific product or service.

## ■ § 13 APPLICABLE LAW AND JURISDICTION

13.1. Parties confirm that all disputes arising from this contract will be governed by Austrian law, with the exception of the reference norms of the International Private Law and the United Nations Convention on Contracts for the International Sale of Goods.

13.2. The place of performance and exclusive legal venue shall be Vienna, Austria.

13.3. If any of these provisions are or become invalid, the effectiveness of the other provisions shall not be affected.

13.4. Oral agreements, additions, or amendments to these GTC, to the disadvantage of Coface shall be ineffective.

## ■ § 14 SPECIAL TERMS FOR BUSINESS FINDER

14.1. The client (customer) is obliged to refrain from disclosing to third parties the data supplied to him by CCEH (addresses and other information), neither in whole nor in part, in whatever form, or to inform thereof. The client shall not disclose its credentials for InfoICON to third parties without prior consent provided by CCEH. All delivered addresses may only be used once.

Third parties who may have access to the data within the scope of the agreed use must be obligated in the same manner to comply with these terms and conditions. The customer is liable for their misuse and undertakes to indemnify CCEH against any claims by third parties.

14.2. If the delivery of addresses or other information is on data carriers, these may not be duplicated.

14.3. CCEH does not warrant the accuracy, correctness and completeness of any addresses or other information. CCEH shall not be liable for any slight or (to the extent permitted by applicable law) gross negligence, nor for the actions of its vicarious agents. The liability for consequential damages, lost profits, indirect damages or damages from claims of third parties is excluded.

It is expressly agreed that any compensation will be limited to the amount the customer has paid for the address or other information. If the returns quota is more than 10% of the delivered address material due to undeliverability of the address, CCEH grants the customer a credit in the amount of the returned quota of the order value. The customer must assert such credits in writing within 30 days after the proof of address has been sent to CCEH, otherwise the claim ceases to apply. The burden of proof lies with the client.

14.4. The client (customer) is required to observe and comply with local privacy laws and any other applicable laws governing unsolicited commercial communications, and to indemnify and hold CCEH harmless.

Email addresses, telephone and fax numbers included in the files sent by CCEH must not be construed as consent of the subscriber to receive electronic mail, calls and faxes. By using the data, the customer is responsible for the legality of the data application in terms of local data protection laws and any other laws governing unsolicited commercial communications.

14.5. The provisions of the EU General Data Protection Regulation (GDPR, 2016/679) also apply. The legal basis for the processing of personal data for business information purposes is the legitimate interest of the customer of CCEH and of CCEH within the meaning of Art. 6 para. 1 (f) GDPR. Upon request, the customer must be able to provide proof of legitimate interest from case to case.

The client (customer) becomes the data controller of the personal data provided to the client (customer) by CCEH. The client (customer) is therefore responsible for the protection of this personal data in accordance with the General Data Protection Regulation and other applicable data protection laws.

The data subject rights are set out in detail in the CCEH Privacy Policy.



■ § 15 COFACE CONTACT DETAILS

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