

GENERAL TERMS AND CONDITIONS FOR THE USAGE OF COFACE ICON CUSTOMER APPLICATION

Vienna, 5.5.2015

■ § 1 REGULATIONS AND DEFINITIONS

1. These General Terms and Conditions regulate the usage of the ICON online customer application process of Coface Central Europe Holding AG.
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 1010 Vienna, Stubenring 24.
 - 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 Parties (hereafter referred to as the Parties) – both User and Coface
 - e. 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 <https://icon.cofacecentraleurope.com/>
 - f. 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.
 - g. Business Information Products (hereafter referred to as Business Information) – products based on the data collected by Coface and/or provided by third party suppliers.
 - h. 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 RULES

1. The start of use of the Customer Application by the User is equivalent to the full acceptance of the GTC; however purchase of Products and Services of Coface within the Customer Application requires separate confirmation during the purchase process.
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.
3. The regulations shall be made available to the User at the time they start to use the services encompassed by them: in the form of a printable post on the Customer Application.
4. Amendments and additions to the regulations shall be made by posting the new version of the GTC on the Customer Application, which shall enter into force on the date on which they are posted on the Customer Application.
5. 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

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.
2. The User acknowledges that, for safety reasons, the password will be managed and delivered by Coface electronically.
3. Coface is authorized to deny access to User, if there was a suspected misuse of their password.
4. The User is obliged to keep the password confidential and shall not provide it to any third parties.
5. The User is also obliged to immediately inform Coface of any suspected access to the customer application or password by unauthorized personnel.
6. 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.
7. 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:
 - The ability to receive so-called spam, namely unsolicited advertising information.
 - The presence of unwanted software which could disrupt the operation of the operating system.
 - The possibility of adverse effects of the software which is able to reproduce itself.
 - The possibility of spyware being triggered.
 - The possibility of persons using a data communication system or/and a telecommunications network installing illegal devices giving unauthorized access to services.
8. Coface shall not be held liable for any consequences resulting from the use of the Customer Application.

■ § 4 COFACE RIGHTS AND OBLIGATIONS

1. The Customer Application shall be available to the User for queries 24 hours per day, 7 days per week. However, a permanent availability cannot be guaranteed
2. Coface reserves the right to close the system for maintenance and because of technical reasons.
3. Coface shall provide the User with declared range of Business Information and direct access to its services via Customer Application.
4. Coface hereby licenses the information provided on a non-exclusive basis to the User for their internal use only.
5. Coface does not warrant the correctness and completeness of the queried data or the information contained therein and the availability of specific data.
6. 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 advice 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.

■ § 5 USER RIGHTS AND OBLIGATIONS

1. 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.
2. 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.
3. 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.
4. 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 COPYRIGHTS AND OWNERSHIP OF DATA

1. All copyright and ownership rights in and to the Customer Application and the Business Information provided are reserved for Coface.
2. 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.
3. 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.
4. 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.
5. Coface reserves the right to refuse service or terminate User's account if User is in breach of applicable laws or these GTC.

■ § 7 SUPPLY OPTIONS

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

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.

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.
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 § 8 of these GTC.
4. Each User can register only once, the email address can be used only once.
5. The User must be at least 18 years old.
6. Only an authorized representative can register in the name of a legal entity.
7. The data and other information requested by Coface during the application process must be supplied by the User completely and correctly.

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

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.
2. The User agrees that, when 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.
3. A User may cancel a subscription with 7 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.
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 paragraph 8 point 2.
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.
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.
 7. Payment is processed immediately, typically by credit card, direct debit or bank transfer upon receipt of proforma invoice.
 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.

■ § 9 COFACE PRODUCTS AND SERVICES

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.
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.
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 PRICES AND PAYMENT METHODS

1. The payment methods depend on the type of User:
 - a. ANONYMOUS CUSTOMER and UNCONFIRMED CUSTOMER:
 - Payment via credit card and PayPal
 - Products sent in .pdf format to the email address given during the ordering process. Processed payment invoice is sent together with product via email.
 - b. REGISTERED CUSTOMER:
 - Payment made according to payment conditions agreed in the contract
 - Invoicing method agreed individually between the Parties
 - Products supply agreed individually between the Parties
 - All other regulations are described in the paragraph 7.

■ § 11 APPLICABLE LAW AND JURISDICTION

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. The place of performance and exclusive legal venue shall be Vienna, Austria. If any of these pro-

visions are or become invalid, the effectiveness of the other provisions shall not be affected. Oral agreements, additions, or amendments to these GTC, to the disadvantage of Coface shall be ineffective.

■ § 12 DATA PROTECTION

1. Coface is the controller of any personal data provided by the User. Coface collects the data as described in § 7 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. Further, Coface uses these data for marketing activities in order to provide the User with more information about Products and Services offered by Coface. No personal data of the User will be transferred to third parties. User has the right to be informed which personal data are processed by Coface. Further, the User has the right to demand for rectification or erasure in case personal data are incorrect or have been processed contrary to the provision of the Federal Austrian Data Protection Act. In this case, the User has to contact Coface in writing under office@cofacecentraleurope.com.
2. Further, Coface uses "cookies" and obtains certain information when the User accesses the Customer Application. Most browsers help features inform how to prevent a browser from accepting new cookies and how to disable cookies altogether.
3. The following information is stored as a cookie on the User's machine:
 - The session id, which is used for the application to relate each click on the browser to one User session.
 - The selected language of the User.
 - The country which is set when the User comes from an office portal (i.e. corporate website coface.hu will set the country to HU); This country code is remembered.
 - The User's login email address in order to pre-fill it next time he/she wants to log in.
 - When an anonymous User orders a report, his last name, first name and email address is remembered as a cookie in order to allow us to prefill this information whenever he/she orders again.
 - Furthermore we store as a cookie if the User logs in via 2-credentials or 4-credentials.
4. Google Analytics
 - Google Analytics is Google's analytics tool that helps website and app owners to understand how their visitors engage with their properties. It may use a set of cookies to collect information and report website usage statistics without personally identifying individual visitors to Google. [Learn more about Analytics cookies and privacy information.](#)

Expiration:

- `__utma` - 2 years from set/update
Used to distinguish users and sessions. The cookie is created when the javascript library executes and no existing `__utma` cookies exists. The cookie is updated every time data is sent to Google Analytics.
- `__utmb` - 30 minutes from set/update
Used to determine new sessions/visits. The cookie is created when the javascript library executes and no existing `__utmb` cookies exists. The cookie is updated every time data is sent to Google Analytics.
- `__utmc` - on leave
This cookie operated in conjunction with the `__utmb` cookie to determine whether the user was in a new session/visit.



- `__utmz` - 6 months from set/update
Stores the traffic source or campaign that explains how the user reached your site. The cookie is created when the javascript library executes and is updated every time data is sent to Google Analytics.

■ § 13 COFACE CONTACT DETAILS

Coface Central Europe Holding AG
Stubenring 24
1010 Vienna
T. +43-1-51554-0
F. +43-1-5335605

E-mail: office@cofacecentraleurope.com
Web: www.cofacecentraleurope.com