

Terms and conditions applying to commercial information

1. General points

The company Creditreform information and services in the area of credit and risk management. Creditreform supplies information on companies, commercial organisations and self-employed individuals.

2. scope of supply and services

- 2.1. A credit inquiry shall be regarded as an order, in the form of a request for commercial data, which Creditreform shall supply by means of its normal research procedures, using the method of reasonably lowest cost for evaluating the commercial information so requested. Creditreform offers no guarantees regarding the completeness of such information, with particular reference to information available from public sources. The answering of specific queries shall be subject to special agreement.
- 2.2. Information supplied online and by telephone shall be based on the information currently saved to the database, without any verification of whether it is up to date. Creditreform may, in exceptional circumstances, either refuse to supply information or limit itself to providing such information orally.
- 2.3. The Client shall be entitled, using enquiry forms and/or within the bounds of an existing credit balance for enquiries, or subject to special agreement, to obtain information on companies or individuals anywhere within and outside the territory of the Federal Republic of Germany.
- 2.4. The Client waives all rights to require disclosure of Creditreform's source(s) of information.

3. Pay

- 3.1. Payment for the services supplied by Creditreform shall be made at the current rates and/or according to the price list. The Client shall only be entitled to offset its demands owing from Creditreform if such demands are uncontested or legally established. Information obtained outside Germany shall be subject to special rates.
- 3.2. Invoices are to be settled immediately strictly net and in euros. The prices in the currently valid version of the price lists and/or lists of rates shall apply, subject to value added tax (VAT) at the applicable rate.

4. Liability

- 4.1. Creditreform shall be liable only in the event of wilful intent and/or gross negligence. This condition shall also apply to actions undertaken by Creditreform's legal representatives and vicarious agents which are attributable to Creditreform. In the event of minor negligence, Creditreform shall only be liable to the extent that such negligence supposes wilful infringement of a material condition of the agreement. If this occurs, liability shall be limited to compensating for the loss or damage typical of such infringement.
- 4.2. All contractual claims against Creditreform shall expire no later than twelve (12) months after completion of the order, insofar as the Client was at this moment aware, or should have been aware, of the circumstances giving rise to such claims.

5. Privacy

- 5.1. The German federal data protection law (Bundesdatenschutzgesetz or "BDSG") stipulates that a party in receipt of personally identifiable data must provide convincing and valid grounds for accessing such data. The Client undertakes, when handling

personally identifiable data included in commercial information provided by Creditreform, to use such information only after declaring its legitimate interest in the same and indicating its grounds for requiring the data concerned.

- 5.2. Creditreform shall be entitled, in individual cases, to verify the grounds indicated.
- 5.3. The Client may, under the terms of section 28, article 5 of the German data protection law (BDSG), only use or process the data for the purpose for which they were supplied. Processing or use for other purposes is only permitted subject to the provisions of section 28, articles 2 and 3 of the BDSG.
- 5.4. Information supplied by Creditreform is intended only for the Client's personal use, unless otherwise expressly stated. The disclosure to third parties of information supplied by Creditreform or copies thereof is not permitted; nor is the inclusion of such information in court cases.
- 5.5. Creditreform shall, in the course of its address research, also consult the corresponding database of the company Deutsche Post Adress GmbH. Creditreform shall be entitled, in the event of a data protection check being carried out by Deutsche Post Adress GmbH, to reveal the identity of the Client and details of its legitimate interest in the same.
- 5.6. The Client shall be liable in particular for any misuse, on the part of its own employees or third parties, of information obtained from the database. All subsequent costs arising from loss or damage in this respect shall be met by the Client. If Creditreform becomes aware of circumstances which lead it to suspect that the Client is not using the data supplied for legally sanctioned purposes, or is using them in a forbidden manner, Creditreform shall be entitled to deny the Client access. If the Client has grounds to believe that an unauthorised employee or third party is accessing database information, Creditreform is to be notified accordingly without delay.

6. Place of jurisdiction

The contractual relationship between the parties is subject to German law. The place of performance and legal venue for all obligations arising from this contractual relationship is Germany. Said agreement on legal venue shall, however, only apply insofar as the parties are traders, legal entities or special organisations incorporated under public law.

7. Final Conditions

- 7.1. It applies the general terms and conditions of creditreform in the current version.
- 7.2. The invalidity of individual conditions shall not affect the agreement as a whole, regardless of whether such invalidity is detected at the time of entering into the agreement or subsequently.