



ICON General terms and conditions

1. Regulations and definitions

11. This site is published by Compagnie française d'assurance pour le commerce extérieur (Coface), a limited company with registered capital of 137 052 417,05€, whose head office is located at 1, place Costes et Bellonte - 92270 Bois-Colombes, and is registered with the Nanterre RCS (trade register) under the number B 552 069 791.

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12. Coface is the owner of ICON database contained in ICON website, an online customer application to which Clients of Coface entities can have direct access to purchase data stored in it (hereafter "ICON").

These General Terms and Conditions (hereafter the "GTC") are a set of rules and conditions relating to the usage of ICON under the address <https://information.coface.com>.

ICON provides B2B services by which Coface entities sell online information products and monitoring services to their clients. ICON may be accessed via "ICON REST API". By using ICON each user agrees to these terms and conditions.

13. Definitions:

a. "Client" means a legal entity being a company or sole trader to which or to whom a Coface entity provides Online Information Products and Services. The Client may have more than one User permitted to access ICON.

b. "ICON" means the web application through which a Coface entity offers to its Clients Online Information Products and Services and allows the Users to purchase and use such products and services.

c. "Online Information Products and Services" means the information products and monitoring services described in ICON and based on the data produced by Coface and/or provided by third party suppliers; after being selected by the Client, they are sold by a Coface entity to the Client under a commercial agreement.

d. "Parties" means (i) the Client and/or its Users and (ii) Coface.

e. "User" means the natural person using ICON and representing a Client of a Coface 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.

2. General provisions

21. Before using ICON and proceeding with the registration and order process, the User shall accept the GTC. The purchase of Online Information Products and Services shall require from the User a complementary confirmation during the registration and ordering process.
22. Coface may from time to time revise these GTC. The amended GTC will be accepted upon online agreement by the User. In case a User does not accept the amended GTC, it is entitled to terminate the contractual relationship with Coface or to negotiate some amendments by contacting its local account manager.
23. The User shall agree to use and equip its 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.
24. In order to use the Online Information Products and Services, the User must have operational internet access. Coface shall not be liable for any delay or unavailability of the Online Information Products and Services resulting from any failure of internet or telecommunications networks or technological issues outside of Coface's reasonable control.

3. Security policy

31. In order to protect the data and ensure security of communication in ICON, the User will login with a unique email address and password.
32. Each of the Client and the User acknowledges that, for safety reasons, the password will be managed and delivered by Coface electronically.
33. The User shall immediately inform Coface of any suspicious access to the customer application or password by unauthorized personnel. Coface is authorized to deny access to the User if there were a suspected misuse of the password.
34. The User shall keep the password confidential and shall not provide it to any third parties. The User shall be held liable for any damages and events caused by abuse of the password, in particular the disclosure of the password, the provision of access to unauthorized personnel, as well as the failure to secure the confidentiality of the password against third parties.
35. Coface makes the reservation, which the Clients and its Users accept, that the electronic provision of services of any type, including in ICON, may involve a risk, including:
 - a. The risk to receive so-called spam, namely unsolicited advertising information.
 - b. The presence of non-desired 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.
36. Coface shall not be held liable for any consequences resulting from the use by the Client of ICON.

4. License - Confidentiality

41. ICON shall be available to the Client for queries 24 hours per day, 7 days per week. Coface reserves the right to close the system for maintenance and technical reasons. Although Coface endeavors to provide uninterrupted access, permanent availability cannot be guaranteed.
42. Coface hereby grants to the Client a licence to use the Online Information Products and Services on a non-exclusive, revocable and non-transferable basis for its internal use only; the Client agrees to only make the Online Information Products and Services available to its own employees on a need to know basis.
43. **As the recipient of the Online Information Products and Services, the Client acknowledges that credit ratings embedded in Online Information Products and Services qualify as private credit ratings under applicable regulation, as Coface is not a rating agency. As a consequence, the Client is bound by a duty of confidentiality and shall keep the information included therein strictly confidential, for internal use only in the context of its business activities and shall not use it in any way that would bring it into the public domain and avoid its disclosure, including to the rated company when such company is a third party . The Client shall be responsible for any damages it caused to Coface or to third parties resulting from the violation of this provision. The User shall be responsible for its own breach of this provision.**
44. The Client and the User acknowledge that:
 - a. **a recommended maximum credit contained in an Online Information Product and Service is not a formal credit limit decision issued by an empowered credit insurance risk underwriter and any unpaid amount on a debtor would not qualify as a claim under a credit insurance policy.**
 - b. Coface is entitled to change, add new or discontinue its Online Information 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 Online Information Products and Services for which a User has acquired a right by purchasing a subscription.
 - c. 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 Online Information Products and Services.

5. Liability

51. Coface does not warrant the accuracy, currency and completeness of the Online Information Products and Services accessible via ICON, or the availability of specific data. The Client and the User agree and understand that the Online Information Products and Services :
 - a. are provided on a “as is” basis;
 - b. are based upon subjective determination;
 - c. are subject to obsolescence at varying and unpredictable rates and may therefore not be current or include subsequent material changes or events;
 - d. may not be complete and is not guaranteed;
 - e. are subject to changes made from time to time;
 - f. may not be immediately available;

g. may not be available for all companies and businesses;
h. are confidential and provided for the Client's use at its sole risk and liability, and
i. are proprietary and copyrighted information. Neither the Client nor any member of its group shall, other than as set out in these GTC, acquire any proprietary right, title or interest in or to any intellectual property rights in ICON or in data contained in it.

52. The Client acknowledges that:
- Coface receives data from a wide range of third parties in the public and private sectors that Coface does not control, in particular in relation to the accuracy, currency and completeness of the data received by Coface;
 - the volume and nature of the information in Coface's databases makes it impracticable and prohibitively expensive for Coface to verify the accuracy, currency and completeness of such data; and
 - if Coface were to attempt to verify the Coface data, Coface would only be able to supply Online Information Products and Services to the Client at significantly increased cost;

in recognition of the above, Coface shall not in any circumstances be liable for any loss or damage arising from any inaccuracies, faults or omissions in, or in the provision of, the Online Information Products and Services except to the extent caused by Coface's gross negligence or wilful default.

53. Neither party shall be liable for any:
- loss of revenue or profits (whether direct or indirect);
 - loss of anticipated savings (whether direct or indirect);
 - loss of customers (whether direct or indirect);
 - loss of production, business or business opportunity, or losses relating to business interruption, (whether direct or indirect);
 - damage to goodwill or reputation (whether direct or indirect);
 - loss of use (corruption) of data (whether direct or indirect);
 - loss of competitive advantage (whether direct or indirect); or
 - special, indirect or consequential damage or loss of any nature;
 - arising under or in connection with these GTC.
54. Coface reserves the right to terminate, without notice, the relationship with the Client if he/she has not fulfilled a material obligation of these GTC.

6. Copyrights and ownership of data

- 6.1. All intellectual property rights in and to ICON (all components notably text, graphics, logos, photos and other visual content together with their design and layout) and the Online Information Products and Services provided to the Client are owned by (or licensed by a third party to) Coface and shall remain owned by (or so licensed to) Coface.
- 6.2. Nothing in these GTC shall be understood as granting, expressly, by implication or by estoppel any rights in and to ICON or the Online Information Products and Services to the Client or the User except for the limited non-exclusive, revocable and non-transferable license granted in this article.
- 6.3. The User agrees to refrain from any sale, resale or transfer of the components displayed on this site to a third party, in whatever fashion and 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.

64. The User may copy the provided information either electronically or otherwise, provided it does not disseminate or disclose it in any way to any third party without the prior express written consent of Coface.
65. Coface reserves the right to refuse service or terminate User's account if User is in breach of applicable laws or these GTC.

If this article 6 is not respected, civil and criminal proceedings may be initiated since any of these acts will be deemed as fraudulent.

7. User registration process

- 7.1. The registration process of an account in ICON is based on the following rules:
 - the User can register in ICON by filling the Sign up formular;
 - after the non-binding offer or the signature of the commercial agreement, Coface will require global information about the User;
 - Each User can register only once, the email address can be used only once.
 - The User must be at least 18 years old;
 - Only an authorized representative can register in the name of a legal entity;
 - The data and other information requested by Coface during the application process must be supplied by the User completely and correctly.
- 7.2. Further to the registration of an account, a commercial agreement will be signed between the Parties under which they shall determine the conditions relating to the type and volumes of Online Information Products and Services required.

8. Prices and payment method

Subscription offers, invoicing method and payment are specified and made according to conditions agreed in the commercial agreement between the Parties in consideration of the Online Information Products and Services ordered by the Client.

9. Data Protection

Coface Data protection statement

In accordance with the law concerning the EU General Data Protection Regulation (GDPR) we would like to specify that:

- 9.1. Coface is committed to the protection of personal data we collect and process, with rigorous policies, controls, and compliance oversight to ensure that data is held and used appropriately.
- 9.2. Coface has established an enterprise-wide GDPR programme, with key executive sponsorship, that covers its impacted subsidiaries and affiliates. Data processing activities that involve data about individuals in the EU are under review, including applications and databases, policies, processes, and procedures to ensure that our employees, partners, and vendors process personal data in compliance with GDPR requirements.
- 9.3. Coface leverages a network of national correspondents and a Group dedicated team

to ensure sustainable compliance with the GDPR going forward.

94. The Client and its Users have the right to access and correct the personal data that concerns them. They can do so via this E-mail address to coface_dpo@coface.com.

Client Data protection obligations regarding information reports

95. As the recipient of information reports, the Client undertakes to respect and comply with all applicable legislation on personal data protection regarding all personal data which may be contained in such reports. The Client remains liable to implement all appropriate measures ensuring the protection, safety and confidentiality of the personal data contain in such reports and to prevent from being distorted, damaged or communicated to unauthorized third parties in accordance with applicable law.

The Client shall be liable for any of its acts and omissions relating to the abovementioned obligations that result in a breach of personal data protection.

10. ICON REST API

- 10.1. Coface grants each User of the ICON REST API a non-exclusive, worldwide, royalty-free license to use the ICON REST API. This license does not include the rights to make the ICON REST API available against payment to create derivative works of the ICON REST API or modify the existing version of the ICON REST API without the explicit approval of Coface.
- 10.2. The ICON REST API is provided "as is" and Coface makes no representations or warranties, expressed or implied, including, but not limited to, warranties of merchantability, fitness to 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 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).

All rights granted under this license shall terminate in case the User fails to comply with the terms and conditions of this license.

11. Applicable law and jurisdiction

- 11.1. The Parties confirm that all disputes arising from these GTC will be governed by the laws of France with the exception of the International Private Law and the United Nations Convention on Contracts for the International Sale of Goods.
- 11.2. The Parties irrevocably agree that the competent courts within the territorial jurisdiction of the courts of Paris shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these GTC or its subject matter or formation (including non-contractual disputes or claims).
- 11.3. If any of these provisions are or become invalid, the effectiveness of the other provisions shall not be affected.

114. Oral agreements, additions, or amendments to these GTC, shall not be effective unless disclosed by Coface in a written form.

12. Use of third party services

121. When you visit this site, a cookie can automatically be installed on your browser software.

A cookie is a small file, which is not designed to identify the users of the site but which records information concerning the way the site is used.

122. You have the possibility to refuse these cookies. You are nevertheless informed that if your browser programme is configured to refuse cookies, the access to certain services may be altered or even prevented.

123. This site may include hypertext links to websites managed by third parties. Coface cannot be held responsible for any outcome following the usage of these hypertext links.

124. Information on third-party services used on this site :

- **Google Analytics (ga.js)**

Coface uses the Google Analytics service provided by Google Inc. (1600 Amphitheater Parkway Mountain View, CA 94043, USA) to analyze users' website usage. The service uses "cookies"- text files stored on your computer. The information collected by the cookies is as a rule transmitted to a Google server in the US and stored there.

IP anonymization is activated on this website. The IP address of users is shortened within the member states of the EU and the European Economic Area. This shortening deletes the personal reference of your IP address. Under the terms of the agreement, which website operators have entered into with Google Inc., they use the information collected to evaluate website use and activity, and provide internet-related services.

- **Youtube**

Coface uses plugins of the Google-powered YouTube page.

The operating company is YouTube, LLC, 901 Cherry Ave., San Bruno, CA 94066, USA.

When you visit one of our YouTube plug-in-enabled sites, you will be connected to the servers of YouTube. In doing so, the YouTube server is told which of our web pages you have visited.

If you're logged into your YouTube account, you enable YouTube to allocate your browsing behaviour directly to your personal profile. You can prevent this by logging out of your YouTube account.

- **Linkedin**

Coface uses the functions of the LinkedIn network.

Provider is the LinkedIn Corporation, 2029 Stierlin Court, Mountain View, CA 94043, USA.

Every time you access one of our pages that contains LinkedIn functions, a connection is established to the LinkedIn servers. LinkedIn is informed that you have visited our website with your IP address. If you click LinkedIn's "recommend button" and are logged in to your LinkedIn account, LinkedIn will be able to allocate your visit to our

website to you and your user account. We would point out, that we as the provider of the pages have no knowledge of the content of the data transmitted or their use by LinkedIn.

- **Twitter**

Coface uses the so-called social plugins of the social network twitter.com. The operating company of Twitter is Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103, USA.

Those websites of our internet presence that contain Twitter social plugins connect directly to the servers of Twitter through your browser when you open it. The information that is on the page of our internet offer that you accessed is transmitted to Twitter by the social plugin. If you are logged in to Twitter at this time, the accessing our pages and all of your interactions related to the social plugins (e.g. clicking the "Tweet" button) may be allocated to your Twitter profile and stored on Twitter. Even if you do not have a Twitter profile, it cannot be ruled out that Twitter stores your IP address.

Regarding the purpose and extent of the data collection as well as the processing and use of data by Twitter, we refer to the Twitter Privacy Policy. There you will also find an overview of the settings options in your personal Twitter profile for the protection of your privacy and related rights.

In order to prevent Twitter from collecting the above-mentioned information from your visit to our website, log out of Twitter before visiting our site.