

## GENERAL TERMS FOR THE USE OF COFANET ESSENTIALS AND COFAMOVE

### ■ § 1 – GENERAL

1. Compagnie Francaise D'Assurance Pour Le Commerce Exterieur SA Niederlassung Austria, (hereinafter designated as "Coface") offers its insured parties (hereinafter designated as „Users“) an additional service with CofaNet Essentials and CofaMove under the following terms and conditions (hereinafter designated as „terms and conditions“). The objective of CofaNet Essentials and CofaMove is to provide the User with direct access to Coface and, in particular, to create the requirements for the fastest possible processing of credit applications. Credit decisions supplied via CofaNet Essentials and CofaMove shall be binding.
2. CofaNet Essentials and CofaMove shall be available to the User on a 24 hour/7days basis, without any guarantee of availability.

### ■ § 2 – AUTHORIZED USERS AND PASSWORDS

1. In order to guarantee the security of data and communication between Coface and the User, the exact control of access to the Coface website is necessary. The User is obliged to inform Coface of all persons who shall have access to CofaNet Essentials and CofaMove (hereinafter designated as "authorized users") and has to nominate one of the authorized users as administrator (hereinafter designated as "Administrator"). The Administrator is entitled to provide a user ID and a password via CofaNet Essentials to further authorized users on behalf of the User. Alternatively the User can notify Coface of further authorized users and Coface will provide a user with a user ID and a password. In case of any changes in the authorized persons, in particular the termination of the employment relationship between an authorized user and the User, the Administrator has to delete the user ID of the authorized person via CofaNet Essentials without delay. Alternatively the User has to notify Coface in written form (§ 1b VersVG) without delay of this change and Coface will delete the user ID immediately. The User acknowledges that the names of all authorized users as well as their user IDs and passwords shall be administered and processed electronically by Coface.
2. Coface shall have the right to immediately terminate the access for an authorized user if misuse of a password or CofaNet Essentials and CofaMove is suspected.
3. The User is obliged to ensure that passwords remain confidential and are not made available to third parties. In case of any suspicion that an unauthorized employee or third party has gained access to a password, the Administrator must carry out a change of the password in CofaNet Essentials. Moreover, Coface has to be informed of that suspicion.
4. The User shall be liable for any and all damages caused by the misuse of passwords within his/her sphere of influence. Furthermore, the User shall be liable for any and all damages arising to Coface from non-compliance with these terms and conditions.

### ■ § 3 – OBLIGATION TO EXERCISE CARE

1. In transmitting credit applications via CofaNet Essentials and CofaMove, the User is obliged to provide all required information in full. Moreover, the User is required to indicate any and all circumstances known to him/her that could endanger the appropriate settlement of the relevant supplier credit.
2. If the User plans to file a credit application for a customer and does not find this customer in the CofaNet Essentials and CofaMove database, he/she may enter the customer in the designated

field together with all available data (e.g. name of the company and/or company register number); Coface will then create an appropriate file.

### ■ § 4 – DATA PROTECTION

1. The User hereby grants his/her approval for Coface to process data provided through a CofaNet Essentials or CofaMove application with automatic data processing equipment.
2. The use of CofaNet Essentials and CofaMove must comply with the provisions of the Austrian Data Protection Act of 2000 (hereinafter designated as "DSG 2000"). The User shall be liable for any violations of the DSG 2000, to the extent that these violations lay within his/her scope of responsibility.
3. The User may only use data and information provided by CofaNet Essentials and CofaMove for his/her own purposes.
4. The Parties shall have the right to store data provided by CofaNet Essentials and CofaMove in machine-readable form, to print out this data, and to maintain protocols on the type and duration of access to Coface data processing equipment in agreement with the provisions of the DSG 2000. The User is obliged to inform his/her employees of such actions. In case of doubt or differences between protocols recorded by the User and Coface, the User shall accept the protocol recorded by Coface as correct.

### ■ § 5 – DATA SECURITY AND CONFIDENTIALITY

1. The Parties shall be obliged to take appropriate measures to protect and store data provided to them against unauthorized access. Furthermore, the User shall be obliged to take appropriate measures to protect the equipment that is employed for the electronic transmission of data with Coface.
2. The Parties are obliged to ensure the confidential treatment of all data and other information transmitted via CofaNet Essentials and CofaMove with respect to third parties. The User shall be responsible for informing all authorized users and other employees of this obligation to maintain confidentiality. In particular, the User will instruct all authorized users to utilize their passwords in an appropriate manner:
  - Each authorized user must use his/her personal password.
  - Personal passwords must be treated confidentially, and may not be revealed to other employees or third parties under any circumstances.
  - Personal passwords must be changed regularly, but every three months at the latest.
3. The provisions of § 5 shall also apply after termination of the use of CofaNet Essentials and CofaMove.

### ■ § 6 – DISTRIBUTION OF DATA

The User hereby expressly authorizes Coface to pass on credit applications sent to Coface via CofaNet Essentials and CofaMove as well as all other relevant information for evaluating the creditworthiness of a customer to Coface Austria Kreditversicherung Service GmbH in his/her name and on his/her request. Furthermore, the User hereby authorizes Coface Austria Kreditversicherung Service GmbH to report the results of the credit evaluation to Coface.

### ■ § 7 – LIABILITY

1. Coface shall not be liable for the correctness or completeness of data.
2. Coface shall not be liable for any delays in the processing of cre-



- dit applications that are caused by incomplete or incorrect information provided by the User or for other damages resulting from incomplete or incorrect information provided by the User. Furthermore, Coface shall not be liable for damages to the User that may arise from the User's hardware or from software used with CofaNet Essentials and CofaMove that is not supplied by Coface.
3. Coface shall not be liable for damages to the User, which result from the misuse or loss of a password. In such case, any resulting fees for credit evaluation or other damages to Coface shall be carried by the User.
  4. External transmission lines will be used for data transmission. Coface will accept no liability for the proper functioning of these lines.
  5. Coface shall only be liable for intentional and gross negligence, whereby liability shall be limited to the replacement of typically foreseeable damages. Coface shall not be liable for subsequent damages, loss of profit, damage to assets, damages arising from claims by third parties, or damages arising from Force Majeure.
- § 8 – DURATION
1. These terms and conditions shall be concluded for an unlimited period of time and shall end at the latest on termination of the last insurance contract concluded between Coface and the User, without requiring formal cancellation.
  2. Either Party shall have the right to terminate these terms and conditions as of the end of each following month at any time in written form (§ 1b VersVG).
3. Furthermore, either party shall have the right to terminate these terms and conditions with immediate effect for substantial cause (e.g. misuse of a password).
  4. On termination or cancellation of these terms and conditions, Coface will immediately deactivate the user ID and the passwords for authorized users. Potential claims for damages shall remain unaffected by this action.
- § 9 – COSTS
- The use of CofaNet Essentials and CofaMove does not involve any additional charges above and beyond the fees for credit examination that are specified in the insurance contract. The User shall bear all costs related to end equipment on his/her premises as well as the costs for connection lines.
- § 10 – LEGAL VENUE
- Vienna shall be the place of performance and legal venue.
- § 11 – OTHER
- If individual provisions of these terms and conditions are or should become invalid and/or void, the remaining provisions shall remain in effect. Any changes or additions to these terms and conditions shall take effect upon notification to the User, unless he/she objects in written form (§ 1b VersVG) within seven calendar days.

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Place, Date

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Authorized Signature