

GENERAL TERMS AND CONDITIONS

I Application

1. The General Terms and Conditions in hand apply to all legal transactions and business relations between Bisnode Austria Gruppe, namely Bisnode Austria GmbH as well as Bisnode D&B Austria GmbH (hereinafter referred to as "Bisnode"), and its contracting partners. The contracting partners' general terms and conditions are contradicted expressly; these only apply insofar as they have been expressly accepted by Bisnode and confirmed in writing.
2. Should a contracting partner of Bisnode be a consumer as defined by § 1, Section 1, Line 2 of the Consumer Protection Act, Austrian Federal Law Gazette 1979/140 as amended, the General Terms and Provisions in hand shall only apply insofar as they are not contradictory to obligatory provisions of the first main part of this act.
3. Oral ancillary agreements, amendments or alterations of these General Terms and Conditions shall only be valid if they are confirmed by Bisnode in writing.

II Subject matter of contract

1. For their business objectives, Bisnode offers its contracting partners business information in different formats about domestic or foreign parties or companies. A request for information is deemed an order for the delivery of business information on the basis that has become known to Bisnode as essential using equitable discretion for the assessment of the circumstances. The data made available online will be delivered on the basis of the data stock available in the data base at that point in time without any additional research or checks concerning their currentness.
2. Bisnode has the right to extend and amend its products in the framework of the further development of its products insofar as the subject matter of contract is not or only insignificantly impaired for the contracting partner.

III Annual subscription, prices and associated services

1. By entering into a contract with Bisnode, the contractual partner acquires, unless otherwise agreed, an online license for the term of 1 year and is obliged to pay an annual subscription generally fixed by Bisnode, which is to be paid in advance. With the annual subscription, the contracting partner receives a personal access code, if requested by him/her, that enables him/her to retrieve business information from Bisnode.
2. The annual subscription is valid for the period of 12 months.
3. After 1 year, the annual subscription will be extended automatically by another year unless one of the contracting partners terminates the contract in writing with a period of three months' notice to the end of each contractual year. If the contracting partner is a consumer as defined by § 1, Section 1, Line 2 of the Consumer Protection Act, Austrian Federal Law Gazette 1979/140 as amended, the meaning of non-termination will be pointed out expressly to him/her 4 weeks before the beginning of the 3-month period of notice.
4. During the term of the contract, Bisnode has the right to change the amount of the annual subscription for the respective subsequent contractual year on account of changed circumstances, and will notify this in due time.
5. Bisnode has the right to reject the furnishing of business information without having to give reasons for doing so, and to withdraw an online or interface license and to exclude further use of the services of Bisnode in that way. In this case, the annual subscription that has already been paid will be refunded on an aliquot basis for the full subscription months reduced as a result of the contract cancellation.
6. As a matter of principle, all deliveries will be made by email, and if the contracting partner wants a different type of delivery, the requested delivery will be made at the contracting partner's expense and risk.
7. All offers and contracts are non-binding until written order confirmation.
8. All offers are valid for 30 days and are understood net.
9. By signing this contract, the contracting partner accepts a non-disclosure obligation concerning this price model vis-à-vis third parties. It is agreed that a violation constitutes a reason for termination without notice.

IV Payment

1. The contracting partner has to pay the fee fixed in the respective contracts to Bisnode.
2. In case of default of payment, default interest to the amount of 8% per annum will be charged. The contracting partner undertakes to pay any dunning costs, collection costs and all costs necessary for prosecution (attorney).
3. Bisnode has the right to increase the rates in case its costs rise also during the term of the contract. Bisnode will notify the contracting partners of respective rate increases in due time. Special information or extended orders that require special processing can be invoiced separately based on the expenditure of time and the scope in each case.
4. In case of orders concerning information outside the online system, e.g. by phone, fax or mail, a surcharge on top of the processing fee will be charged due to the higher internal administrative costs.
5. When a contract expires, Bisnode has the right, but is not obliged to furnish the contracting partner with further business information, but will invoice the respectively valid prices for individual enquiries for that.
6. Objections of whatever kind have to be asserted in writing immediately after receipt of the invoice by the contracting partner.
7. Invoices have to be paid promptly after billing without any deductions.
8. In the event that the contracting partner has been in arrears with the payment of one invoice for one month, Bisnode has the right to suspend data delivery without this representing a contract violation on the part of Bisnode.

V Confidentiality of the data

1. All data about commercially active parties and companies (business information) that are collected, created and passed on, in whatever format and on whatever medium, have to be treated strictly confidentially by the contracting partner and are only intended for his/her own internal business purposes and/or the contracting partner may only use or process the data for the purpose for the fulfilment of which they were passed on to him/her.
2. The contracting partner undertakes to comply with the provisions of the data protection laws concerning the confidentiality and safety of data. He/she has to take precautions for the protection and safeguarding of the data passed on to him/her from unauthorised access by his/her own employees and third parties in a suitable manner. In particular, he/she has to ensure that his/her staff to whom data are entrusted or made available due to their job keep them secret, and that even after the employment is terminated.
3. It is prohibited to pass on or sell these business data – wholly or extracts of it - in whatever form, to group companies or affiliates or other third parties. The contracting partner is also prohibited from specifying Bisnode as source for the information contained in the business data vis-à-vis third parties. This prohibition also comprises the use or another reference in proceedings of authorities or courts. A customary passing on to banks, financial institutions and consultants who are subject to a professional non-disclosure obligation is permitted on condition that all provisions of these General Terms and Conditions are imposed on the respective institutions and/or the respective party. The data supplied must not be used for editorial purposes.
4. By signing the contract, the contracting partner declares that he/she disposes of the legal authority to receive the data transmitted. Furthermore he/she confirms by signing the contract that he/she has a predominantly justified interest as defined by § 8, Section 1, Line 4 DSG 2000 in the transmission of the data. Furthermore he/she takes note of the fact that additional statements can be requested from him/her if these are requested in the states in which the respective database, the party or the company about which data are to be retrieved or the contracting partner himself/herself is located. Bisnode assumes no liability whatsoever for any damage or detriments in case access to stored data is refused on grounds of statutory or other provisions.
5. The contracting partner shall be liable vis-à-vis Bisnode for any damage and any detriments resulting from a violation of the provisions concerning data protection and a violation of the provisions of V. of these General Terms and Conditions.
6. Violations of the provisions of V. of these General Terms and Conditions are expressly agreed to be reason for termination without notice.

VI Liability and warranty

1. Bisnode owns the copyrights and other rights of industrial property protection as well as all rights derived from them in the data and other information. The contracting partner shall be liable vis-à-vis Bisnode for any damage and any detriments that result from the violation of this provision or the Data Protection Act and these General Terms and Conditions by him/her or by third parties to which data were passed on. An ongoing check of compliance with the provisions will be realised, among others, by means of control data.
2. Bisnode will prepare the business data using the data and sources of information at its disposal. However, Bisnode assumes no liability for the up-to-dateness, correctness and/or completeness of the business data created or processed. In particular, Bisnode assumes no liability for detriments resulting from the transacting or non-transacting of a business based on the data made available by Bisnode. The contracting partner shall not be entitled to claim information about the editing and processing of the business information.
3. Insofar as liability on the part of Bisnode is not excluded altogether, Bisnode shall only be liable towards the contracting partner for damage caused intentionally or grossly negligently, liability for indirect damage or consequential damage is excluded completely.
4. Bisnode takes out an adequate liability insurance and will maintain it.
5. Any and all claims from the contract – with the exception of warranty claims of consumers as defined by § 1, Section 1, Line 2 of the Consumer Protection Act, Austrian Federal Law Gazette 1979/140 as amended, for whom the respective statutory period applies – against Bisnode shall fall under the statute of limitations within six months after delivery of the respective business information.
6. The companies of Bisnode are subject to §§ 151/152/153 GewO [Trade Regulation Act] 1994 and are not subject to the Ordinance (EC) no. 1060/2009 of 16 September 2009 on rating agencies including all obligations resulting from that.

VII Place of performance, place of jurisdiction, applicable law

1. Place of performance is Vienna.
2. Any agreement between the contracting parties according to these General Terms and Conditions and these General Terms and Conditions themselves are subject in every aspect to the laws of the Republic of Austria.
3. If a provision of these General Terms and Conditions is or becomes invalid or void due to a law, directive, decrees issued by authorities or courts, the validity of the remaining provisions shall remain unaffected thereof.
4. The court having subject-matter jurisdiction for the first municipal district of Vienna in each case is agreed as place of jurisdiction for all legal disputes arising directly or indirectly from this contract. However, Bisnode can also invoke another court that has jurisdiction *ratione loci* for the contracting partner.

Applicable from 16 July 2013

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