



General Terms and Conditions of Use for Cofanet

■ § 1 – GENERAL

1. Coface Austria Kreditversicherung AG (hereinafter designated as "Coface Austria") offers its insured Parties (hereinafter designated as „Users“) an additional service with Cofanet under the following terms and conditions (hereinafter designated as „terms and conditions“). The objective of Cofanet is to provide the User with direct access to Coface Austria and, in particular, to create the requirements for the fastest possible processing of credit applications. Credit decisions supplied via Cofanet shall be binding.
2. Cofanet shall be available to the User on a 24 hour/7day basis, without any guarantee of availability.

■ § 2 – AUTHORISED USERS AND PASSWORDS

1. In order to guarantee the security of data and communications between Coface Austria and the User, the exact control of access to the Coface Austria website is necessary. The User is obliged to inform Coface Austria of all persons who shall have access to Cofanet (authorised users). Coface Austria will provide each authorised user with a user ID and password. Any changes in persons authorised to use Cofanet, in particular termination of the employment relationship between an authorized user and the User, must be reported to Coface Austria without delay in writing. In such case, the User shall be responsible for changing all relevant passwords without delay.
2. The User acknowledges that the names of all authorised users as well as their user IDs and passwords shall be administered and processed electronically by Coface Austria.
3. Coface Austria shall have the right to immediately terminate access for an authorised user if misuse of a password or Cofanet is suspected.
4. The User is obliged to ensure that passwords remain confidential and are not made available to third Parties. Coface Austria must be informed without delay of any suspicion that an unauthorised employee or third party has gained access to a password. In such case, the password will be changed.
5. 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 Austria from non-compliance with these terms and conditions.

■ § 3 – OBLIGATION TO EXERCISE CARE

1. In transmitting credit applications via Cofanet, 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 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 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 Austria will then create an appropriate file in Cofanet.

■ § 4 – DATA PROTECTION

1. The User hereby grants his/her approval for Coface Austria to process data provided through a Cofanet application with automatic data processing equipment.
2. The use of Cofanet 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 lie within his/her scope of responsibility.

3. The User may only use data and information provided by Cofanet for his/her own purposes.
4. The Parties shall have the right to store data provided by Cofanet in machine-readable form, to print out this data, and to maintain protocols on the type and duration of access to Coface Austria 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 Austria, the User shall accept the protocol recorded by Coface Austria 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 unauthorised 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 Austria.
2. The Parties are obliged to ensure the confidential treatment of all data and other information transmitted via Cofanet with respect to third parties. The User shall be responsible for informing all authorised users and other employees of this obligation to maintain confidentiality. In particular, the User will instruct all authorised users to utilise their passwords in an appropriate manner:
 - Each authorised 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.

■ § 6 – DISTRIBUTION OF DATA

The User hereby expressly authorises Coface Austria to pass on credit applications sent to Coface Austria via Cofanet as well as all other relevant information for evaluating the creditworthiness of a customer to ÖKV Coface Kreditinformations-GmbH in his/her name and on his/her request. Furthermore, the User hereby authorises ÖKV Coface Kreditinformations-GmbH to report the results of the credit evaluation to Coface Austria.

■ § 7 – LIABILITY

1. Coface Austria shall not be liable for the correctness or completeness of data.
2. Coface Austria shall not be liable for any delays in the processing of credit 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 Austria shall not be liable for damages to the User that may arise from the User's hardware or from software used with Cofanet that is not supplied by Coface Austria.
3. Coface Austria 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 Austria shall be carried by the User.
4. External transmission lines will be used for data transmission. Coface Austria will accept no liability for the proper functioning of these lines.
5. Coface Austria shall only be liable for intentional and gross negligence, whereby liability shall be limited to the replacement of typically foreseeable

damages. Coface Austria 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 Austria 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 writing.
3. Furthermore, either party shall have the right to terminate these terms and conditions, effective at once, for important reasons (e.g. misuse of a password).
4. On termination or cancellation of these terms and conditions, Coface Austria will immediately deactivate the passwords for authorized users. Eventual claims for damages shall remain unaffected by this action.

■ **§ 9 – COSTS**

The use of Cofanet 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 delivery to the User, unless he/she objects within seven calendar days.

Place, Date

Authorized Company Signature