

Creditsafe Group
End User Terms and Conditions

1. Agreement

1.1. Identification of Parties :

This is an Agreement between the customer identified in the Order Confirmation ("**the Customer**") and Creditsafe Group, a société anonyme (public limited liability company) duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 6, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg and registered with the Registre de Commerce et des Sociétés, Luxembourg (Luxembourg Trade and Companies Register) under number B 262769 ("**Creditsafe**").

1.2. Details of the product purchased :

The Creditsafe Service ("**Service**") purchased by the Customer will consist of products detailed in the Order Confirmation

1.3. Description of Service :

This Agreement consists of:

- 1.3.1. the order confirmation issued by Creditsafe relating to the Service (the "**Order Confirmation**");
- 1.3.2. these terms and conditions ("**General Terms**") and;
- 1.3.3. to the extent applicable, the following additional terms:
 - 1.3.3.1. the compliance terms, where the Customer is to use the compliance services ("**Compliance Terms**");
 - 1.3.3.2. the commercial credit terms, where the Customer is to use the commercial credit service ("**Commercial Credit Terms**"),

Together points 1.3.1 to 1.3.3.2 form the whole agreement governing the relationship between the Customer and Creditsafe in relation to the provision of the Service. In the event of any discrepancy between the terms of the Order Confirmation and these terms and conditions the latter shall prevail unless expressly stated otherwise.

1.4. Acceptance :

By signing the Order Confirmation, or by accessing or using the Service, the Customer accepts the content of this Agreement. Unless otherwise stated in these General Terms, where (i) the terms of the Order Confirmation conflict with the General Terms, the General Terms shall take precedence and (ii) where the terms in the Compliance Terms/Commercial Credit Terms conflict with the terms of the Order Confirmation/General Terms, the Compliance Terms/Commercial Credit Terms shall take precedence.

1.5. Durable Medium Agreement :

The parties agree that these general terms and conditions, along with any order confirmation, will be made available in a durable medium. A durable medium may include, but is not limited to, a paper document or an electronic medium such as a PDF file, enabling the parties to store, reproduce, and present the general terms and conditions in a readable and accessible manner.

Special provisions for trial customers

1.6. Applicability and exceptions of the terms and conditions for Trial Customers only

Clauses 1.5 to 1.12 shall apply to Customers who request a Trial only. Clauses 1.2, 1.3, 1.4, 3, 6.6, 6.7, 8.1.1, 13 and 14 of this Agreement shall not apply to Customers who request a Trial.

1.7. Free Trial Opportunity :

Creditsafe's website at <https://www.creditsafe.com/lu/en.html> (as amended from time to time) may give the Customer the opportunity to request:

- 1.7.1. a free credit report in relation to a nominated business;
- 1.7.2. a free demonstration of Creditsafe's standard website service; and/or
- 1.7.3. a time-limited trial to access Creditsafe's standard website service or API,

(collectively, the "**Trial**"). The free credit report and/or any other content and materials accessed by the Customer or provided to it pursuant to the Trial shall be referred to as the "**Trial Content**".

1.8. Customer Representation :

By submitting a request, the Customer warrants that it is a business customer and agrees to be bound by this Agreement. Where an individual submits a request on behalf of a Customer, he/she warrants that he/she has authority to bind the Customer to this Agreement.

1.9. Electronic Acceptance for Trial Customers :

By electronically accepting these General Terms or by accessing or using the Trial Content, the Customer requesting the Trial formally acknowledges and consents to this agreement. In this context, the Trial Customer hereby agrees to enter into a legally binding relationship with Creditsafe for the provision of the Trial.

1.10. Comprehensive Agreement for Trials :

These General Terms shall constitute the entire agreement between the parties in relation to the Trial and/or Trial Content. They prevail over any other conditions, thus excluding any attempt by the customer to impose additional terms. By accepting these terms, the consumer explicitly agrees to the comprehensive nature of this agreement and undertakes not to impose any additional terms that could disturb the balance of the contract..

1.11. Reference to the "Service":

Save for the clauses that do not apply to Customers requesting a Trial (which are listed in Clause 1.6), any reference to the "Service" in this Agreement shall be read as though referring to the Trial and/or Trial Content (as applicable) for those Customers who request a Trial only.

1.12. Limited Duration of the Trial :

Subject to clause 8.1, where the Customer is given access to Creditsafe's services or the Trial Content through the Trial, it shall be limited to a fixed period of three (3) months, after which the Customer's access shall terminate.

2. Agreement

2.1. Validity of Quotations and Customer Confirmation :

Quotations issued by Creditsafe will be valid for a period of no longer than 30 days from date of the quotation, unless stated otherwise. Creditsafe will only be bound to quotations if the acceptance of such is confirmed by the Customer in writing within 30 days, unless stated otherwise.

2.2. Duration of the Agreement :

This Agreement shall be in force from the date inserted on the Order Confirmation and continue for a period of 12 months unless otherwise stated in the Order Confirmation or if the Customer is a Customer requesting a Trial.

2.3. Communication and Customer Contact :

The Customer may be contacted during this Agreement period regarding new developments and products.

2.4. Updates and Modifications to the Service :

From time to time Creditsafe may at its absolute discretion, make and/or apply updates, alterations, modifications and adaptations to the Service or any element of the Service ("Alterations"). Creditsafe will take reasonable steps to inform the Customer of these Alterations with as much advance warning as possible.

2.5. Limited Service Warranty :

Creditsafe does not warrant that the Customer's use of the Service will be uninterrupted or error-free and is not responsible for any, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Creditsafe shall have no liability (on any account whatsoever) to the Customer as a result of or related to such events.

2.6. Rights to Access and Retain the Service :

This Agreement entitles the Customer to access and retain the Service for the purposes detailed in this Agreement and for the duration of the Agreement only. The rights to access and use the Service shall automatically lapse on termination or expiry of this Agreement. No subscriptions, rights or credits may be extended or carried over on any renewal, unless agreed in writing by Creditsafe. No refund shall be payable by Creditsafe in respect of any unused rights or credits.

3. Charges and Payment

3.1. Payments and Due Dates :

In consideration of Creditsafe providing the Service, the Customer agrees to pay the sum specified in the Order Confirmation and or the invoice issued therewith ("**the Invoice**") on the times and dates specified therein. For the avoidance of doubt, all payments must be made within 21 days of the invoice date unless otherwise stated in the Order Confirmation or where the parties have agreed that payment shall be made by direct debit.

3.2. Immediate Payment Requirement Upon Customer Default :

Subject to clause 3.9, if the Customer fails to pay the amount specified on the Order Confirmation and or invoice on the times and dates agreed the full amount will become due with immediate effect.

3.3. Tariff Adjustments :

Inflationary, economic, political or organizational developments give Creditsafe the right to increase the prices of the prices of products or services at the time of (early) extension of the Agreement with a

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- maximum of the evolution of the consumer price index (IPCN NICP (National Consumer Price Index))
- 3.4. Service Suspension :
In the event that the Service is suspended in accordance with clause 8, then Creditsafe shall be under no obligation to:
- 3.4.1. Re-instate the Service and/or:
- 3.4.2. Recompense the Customer in respect of any period of suspension from the time of payment default to receipt of payment.
- 3.5. Default in Payment and Interest :
Failure by the Customer to pay any due sum under the Agreement will result in the Customer being in default by operation of law, and all outstanding amounts will become due immediately. In that context, the Customer shall be liable to pay interest to Creditsafe on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Plc, accruing on a daily basis until payment is made, whether before or after any judgment.
- 3.6. Claim
Creditsafe reserves the right to claim interest and compensation under the Luxembourgish law of 18 April 2004 on payment delay and default interest.
- 3.7. Costs incurred in the pursuit of payment :
The Customer agrees to fully indemnify Creditsafe against all third party costs incurred in the pursuit of payment.
- 3.8. Direct Debit :
Without prejudice to the generality of the foregoing provisions of this clause 3, where the Customer and Creditsafe agree that the Customer shall pay the amount specified in the Order Confirmation by direct debit then:
- 3.8.1. Creditsafe will use reasonable endeavours to contact the Customer by telephone to complete the direct debit mandate (which shall for the avoidance of doubt include the Customer providing its bank details and authorisation to any direct debit payments).
- 3.8.2. Where the Customer and Creditsafe are unable to complete the direct debit payment mandate within two working days of the date of the Invoice ("the Invoice Date"), then payment of the full amount of the sum specified in the Order Confirmation will become due within 21 days of the Invoice Date. In the event that the Customer fails to pay the sum due within the aforementioned 21 days, the full amount will become due with immediate effect and clauses 3.3 to 3.6 of this Agreement shall apply in full force and effect.
- 3.8.3. Where Creditsafe attempts to take a payment by direct debit and the payment fails for whatever reason, payment for the full amount of the sum specified in the Order Confirmation will become due immediately and clauses 3.3 to 3.6 of this Agreement shall apply. The Customer accepts that it shall be liable for any bank charges incurred by Creditsafe as a result of a failure of a direct debit attempt.
- 3.8.4. For the avoidance of doubt the provisions of this clause 3.7 shall only apply to Customers paying by direct debit.
- 3.9. The Customer acknowledges and agrees that:
- 3.9.1. Creditsafe may collect payment information relating to the Customer and its payment of Creditsafe's invoices, which will be used by Creditsafe as part of its products/services;
- 3.9.2. any failure by the Customer to pay Creditsafe's invoices on time may have an adverse impact on the Customer's credit rating; and
- 3.9.3. Additional Services: The Customer may request, and Creditsafe may agree (at its absolute discretion) to provide (at an extra charge) additional (i) Creditsafe services; and/or (ii) reports beyond the usage limits set out in the Order Confirmation ("Additional Services"). Creditsafe shall be entitled to invoice the charges for any Additional Services at any time after placement of the Customer's order for the Additional Services, and invoices shall be payable (without deduction or set-off) within 21 days of the invoice date, unless otherwise agreed with Creditsafe.
- 4. Creditsafe's Proprietary Rights**
- Definitions :
For the purpose of this Agreement:
- (a) **"Data Provider"** a third party provider to Creditsafe whose services, data, information, software or other material is supplied as part of the Service.
- (b) **"Documentation"** means the documents (if any) made available to the Customer by Creditsafe from time to time, which sets out a description of the Services and the user instructions for the Service;
- (c) **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and
- (d) **"Output Data"** means the data or information, in whatever form, provided by Creditsafe in the course of providing the Service.
- 4.1. Non-Assignment of Database Rights and Intellectual Property :
Except as expressly provided herein, the provision of or access to the Service, Documentation and/or Output Data does not grant the Customer any database rights or rights in the copyright, trademarks or any other Intellectual Property Rights of Creditsafe or any third party.
- 4.2. Safeguarding Intellectual Property Rights of the Service :
The Service, Documentation and Output Data is protected by Intellectual Property Rights. All Intellectual Property Rights in or arising out of or in connection with the Service, Documentation and Output Data are and shall be owned by Creditsafe or, where relevant, its third party subcontractors or the Data Providers (or their licensors).
- 4.3. Usage Restrictions and Unauthorized Service Modifications :
The Customer is not permitted and will not allow any third party to copy, adapt, alter, modify, reverse engineer, disassemble, develop, create any derivative work, de-compile or otherwise interfere with any element of the Service, Documentation or Output Data without Creditsafe's prior written permission. Creditsafe may take steps to assist identification of its Service, Documentation and/or Output Data.
- 4.4. The Customer must take appropriate steps and adequate measures to protect against the misuse and/or unauthorised access of the Services, Documentation and Output Data.
- 5. Data Protection**
- Definitions :
For the purpose of this Agreement:
- (a) **"Data Protection Legislation"** means all data protection and privacy legislation and regulatory requirements in force from time to time which apply to a party including (to the extent applicable(i); the General Data Protection Regulation ((EU) 016/679) ("GDPR") (ii) the Grand Duchy of Luxembourg Implementation Act of the GDPR; and (iii) any successor legislation to any of the foregoing, together with and any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by the National Data Protection Commission (Commission Nationale pour la Protection des Données – CNPD) or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation from time to time;;
- (b) **"Data controller", "personal data", and "processing"** have the definitions contained in the Data Protection Legislation;
- (c) **"SCC"** means, to the extent applicable:
- a. the European Commission's Standard Contractual Clauses for data transfers between EU and non-EU countries, as set out in the Annex to Commission Implementing Decision (EU) 2021/914 (as may be updated by Creditsafe from time to time), or such alternative clauses as may be approved by the European Commission from time to time ("**EU SCC**");
- 5.1. Framework for Personal Data Sharing :
This clause sets out the framework for the sharing of personal data between the parties as independent data controllers.
- 5.2. Client Responsibility and Compliance with Data Protection Legislation :
The Customer is responsible for establishing the lawful basis for processing personal data obtained pursuant to use of the Services and maintaining compliance with the Data Protection Legislation in connection with such data. The Customer shall ensure that all applicable data subject rights are available to applicable individuals.

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- 5.3. Legal Access and Usage of Personal Data :
The Customer acknowledges that accessing personal data through the use of the Services is only permitted where the Customer has a lawful basis for doing so and the Customer warrants that it shall only request personal data where the Customer has a lawful basis for doing so.
- 5.4. Legitimate Use of the Service :
The Customer agrees that it shall only access and use the Services for the purpose of credit checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement, debtor trace and other lawful business due diligence purposes.
- 5.5. Legal Basis Recording Responsibility :
The Customer acknowledges that it is its duty to record and demonstrate the existence of its lawful basis for processing.
- 5.6. Monitoring Service and Change Notifications
When the Customer uses the monitoring service, Creditsafe will inform the Customer by email whenever there is a relevant change in the data monitored. The Customer shall stop the monitoring service for monitored data when the Customer ceases to have a lawful basis for processing that data. If the Client uses the compliance monitoring service, it must enter into separate data protection terms covering that service, which, to avoid any confusion, apply exclusively to that service.
- 5.7. Client's Warranties when Providing Personal Data :
When the Customer provides Creditsafe with data or information which includes personal data to enable Creditsafe to provide the Service, the Customer warrants that it has a lawful basis for doing so and that it has complied with the transparency requirements set out in Articles 13 and 14 of the UK GDPR and EU GDPR as applicable.
- 5.8. Transfer of Personal Data Outside the EEA and Application of Standard Contractual Clauses :
Subject always to clause 6.2, in the event that any of the personal data made available by Creditsafe as part of the Service is transferred to a Customer (or any group company or affiliate of a Customer ("Group Company")) if and solely to the extent expressly allowed by the terms of this Agreement) based outside the UK and/or the European Economic Area ("EEA") in a country or territory that has not been granted adequacy status pursuant to the UK GDPR and/or EU GDPR (as appropriate) (a "Third Country") pursuant to this Agreement, the SCC shall apply to such transfers, as applicable. For the purpose of the EU SCC, the data exporter shall be Creditsafe, and the data importer shall be) the Customer (or its Group Company) located in the Third Country. For the avoidance of doubt, any SCC that apply pursuant to this clause 5.8 shall automatically cease to apply in the event that the Third Country in which the Customer (or its Group Company) is based is granted adequacy status pursuant to the EU GDPR (as appropriate). The Customer shall also at all times comply with any applicable local laws in the relevant jurisdiction.
Prior to the transfer of any personal data by Creditsafe to a Group Company based outside the EEA in a country or territory that has not been granted adequacy status pursuant to the EU GDPR (as appropriate) (if and solely to the extent that such a transfer is expressly permitted by Creditsafe in accordance with clause 6.2), the Customer acknowledges and agrees that such Group Company shall be required to enter into SCC directly with Creditsafe before accessing and/or using the Service (and the data included therein). As such, the Customer shall not provide any Group Company based in a Third Country with data obtained from the Service or otherwise allow the Group Company to access the Service (or the data included therein) in any way or by any means prior to such Group Company properly entering into the SCC directly with Creditsafe in the form described above (and prior to a copy of such signed SCC having been provided to Creditsafe). Further, the Customer warrants that it shall procure the compliance of any such Group Company with the terms and conditions set out in this Agreement.
- 5.9. Rule of Precedence in Case of Conflict with Standard Contractual Clauses :
In the case of a conflict or ambiguity between any of the provisions of this Agreement and the SCC, the provisions of the SCC will prevail.
- 5.10. Adaptation of Provisions in the Event of Changes to Data Protection Legislation or Standard Contractual Clauses :
The parties agree that if :
5.10.1. the Data Protection Legislation changes in such a way that Creditsafe considers that any provisions of this Clause 5 (including the SCC) are no longer adequate for the purposes of governing lawful data sharing exercises); and/or

- 5.10.2. the SCC are amended, replaced and/or superseded by any new standard contractual clauses approved by a competent authority,
then Creditsafe may adapt, update or replace the terms of this Clause 5 as it considers reasonably necessary in light of such changes.

6. Customer Obligations and Conduct

- 6.1. The Customer shall:
- 6.1.1. provide Creditsafe with any information or assistance which the parties have agreed the Customer shall provide in order for Creditsafe to perform its obligations under this Agreement, and shall use all reasonable endeavors to ensure that any such information provided to Creditsafe is complete, accurate and in the agreed format;
- 6.1.2. not to do anything to harm Creditsafe's reputation;
- 6.1.3. abide by all laws & regulations applicable to its use of the Service and the data contained therein, including full compliance with all aspects of Data Protection Legislation, anti-bribery and anti-corruption legislation;
- 6.1.4. Refrain from attempting or engaging in actions to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means. Similarly, the Customer will not attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Service. Additionally, the Customer will not seek to access all or any part of the Service with the intention of building a product or service that competes with the Service, nor will the Customer use the Service to provide services to third parties. The use of any automated system or software to extract data from the Creditsafe website, the Creditsafe application(s), or the Service ("screen scraping") is expressly prohibited.
- 6.1.5. without delay notify Creditsafe of any suspected or actual breach of the terms of this Agreement;
- 6.1.6. restrict access to the Service to those employees who have a need to know as part of their official duties;
- 6.1.7. ensure that none of its employees (i) obtain and/or use any Output Data for any personal reasons, or (ii) transfer any Output Data to any party except as permitted under this Agreement;
- 6.1.8. keep all User IDs and related passwords, or other security measures used to access the Service confidential and prohibit the sharing of User IDs. "User ID" means the subscriptions purchased by the Customer which entitle employees of the Customer to access and use the Services and documentation in accordance with this Agreement; and
- 6.1.9. immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination.
- 6.2. Service Usage License
The Service made available to the Customer is a non transferable license and is provided solely for the Customer's own internal use within the United Kingdom and the Republic of Ireland unless otherwise agreed by the parties in writing (including, without limitation, in respect of any use of the Service by a group company or affiliate of the Customer). The Customer may not sell, transfer sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of any third party, any of the Service. The Customer may not include the Service in any product or service which the Customer sells.
- 6.3. Unauthorized Access and Modification :
During this Agreement the Customer agrees not to attempt to gain unauthorised access to the Service or modify the same.
- 6.4. Reasonably Necessary Copies :
The Customer shall only take such copies of the Service as are reasonably required for the use of the Service in accordance with this Agreement.
- 6.5. Password Confidentiality :
The Customer agrees to be responsible for maintaining the confidentiality of its password and account details.
- 6.6. Restricted Use to Designated Users :
Unless otherwise detailed within your Order Confirmation, the use of the Service provided under the terms of this agreement is limited to one designated user any may not be used by any other person other than the designated user. The use of the Service by more than one individual, either simultaneously or otherwise will require the provision of additional licenses.

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- 6.7. Usage Restriction and Warranties for Consumer Service
If the Customer receives consumer reporting services (**Consumer Service**), the Customer undertakes and warrants that it shall only use the Consumer Service to conduct searches for which it has obtained prior consent from the relevant individual and it shall not use the Consumer Service for any tracing, debt collection or private investigation activities. The Consumer Service is also subject to Supplementary Terms and the Customer agrees to comply with such terms.
- 6.8. Use of Prospecting Data
If the Customer receives prospecting or marketing information (**Prospecting Data**), the Customer is licensed to utilise the Prospecting Data for internal marketing purposes only. The Customer is responsible for determining on which lawful basis it shall utilise the Prospecting Data pursuant to the Data Protection Legislation and for compliance with all legal and regulatory requirements in relation to such Prospecting Data, including the Telephone Preference Service, Commercial Telephone Preference Service, and DMA guidelines and the Luxembourg Telecommunication Act.
- 7. Warranties and Limitation of Liability**
- 7.1. Limitations of Service Reliability and Warranties :
The Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Creditsafe to guarantee. Whilst Creditsafe aims always to maintain a quality, fully operative service, the Service, Output Data and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied. Customer understands and accepts those conditions and limits of the Service.
- 7.2. Disclaimer of Warranty for Service Contents :
Specifically neither Creditsafe nor any of its Data Providers gives the Customer any warranty or assurance about the contents of the Service and/or the Output Data. Whilst Creditsafe does endeavour to maintain the accuracy and the quality of the Service and the Output Data, information contained may be incorrect or out of date. Therefore any use of the Service and/or Output Data is at the Customer's own risk. The Customer agrees to support the prementioned risk.
- 7.3. Limitation of Liability for Indirect and Consequential Loss :
Subject to clause 7.5, Creditsafe and its Data Suppliers shall not be liable for any indirect or consequential loss. Creditsafe and its Data Providers shall not be liable for the following types of financial loss (whether direct or indirect); loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.
- 7.4. Maximum Liability :
Where any matter gives rise to a valid claim against Creditsafe its liability shall be limited to a sum equal to the sum paid for the Service supplied under this Agreement in the year the claim arises.
- 7.5. Exceptions to Limitations :
Relative to the clarification of exceptions to liability limitations : nothing in this clause 7 or any other provision of this Agreement shall seek to exclude or limit liability for death or personal injury caused by negligence, or for breach of its obligation under s12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, fraud or fraudulent misrepresentation or any other liability that cannot be lawfully excluded or limited.
- 7.6. Obligation of Necessary Licenses :
Each party to this Agreement warrants that it has obtained and will continue to hold all necessary licenses, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement.
- 8. Termination**
- 8.1. Termination for Non-payment
Creditsafe shall be entitled to terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 8.1.1. Non-payment within the Deadline : the Customer fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- 8.1.2. Material Breach and Failure to Remedy : the Customer commits a material breach of its other obligations under this Agreement and (if remediable) fails to remedy that breach within 14 days of receipt of notice requiring it to do so;
- 8.1.3. Insolvency and Related Proceedings : the Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction (to the extent such action is permitted by applicable laws).
- 8.2. Suspension for Violation :
Notwithstanding its right to terminate the Agreement, where Creditsafe reasonably believes the Customer has breached any provision of this Agreement Creditsafe may, with immediate effect and without notice, suspend access to the Service. The Customer is aware that this suspension will be the result of his own breached and couldn't be reproached to Creditsafe.
- 8.3. Immediate Termination on Data Supplier Agreement End :
Creditsafe may terminate part or all of the Services with immediate effect by giving written notice to the Customer if any agreement between Creditsafe and a Data Supplier, granting Creditsafe the rights to provide the Services expires or is terminated for any reason.
- 8.4. Consequences of Termination or Expiry :
Upon termination or expiration of this Agreement:
- 8.3.1. Termination of Rights and Licenses : all rights and licences granted under this Agreement, including the right to access and use the Service, shall immediately terminate;
- 8.3.2. Complete Removal of the Service : the Customer must delete all and any part of the Service (including any data or reports obtained via the Service) held by the Customer in any format and the Customer may not make any further use of the Service (or the data obtained from use of the Service);
- 8.3.3. Payment of Unpaid Invoices : the Customer shall immediately pay to Creditsafe all of Creditsafe's outstanding and unpaid invoices which are left at the termination ;
- 8.3.4. Continuation of Accrued Rights and Obligations :
The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- 8.3.5. Continued Effect of Clauses 3, 4, 5, 6, 7, 8, 9 and 12:
clauses 3, 4, 5, 6, 7, 8, 9 and 12 shall continue with full force and effect.
- 9. Indemnity**
The Customer agrees to indemnify, defend and hold Creditsafe, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party (including any Data Provider) or incurred or suffered by Creditsafe or its parents, subsidiaries, affiliates, officers or employees in connection with the Customer's breach of this Agreement and/ or a breach by the Customer of any applicable laws and regulations.
- 10. Change of Agreement**
The Client acknowledges that Creditsafe may from time to time change the manner in which it provides (and the Client can access) the Services and/or suspend, amend or discontinue functionality or materials comprised within the Services. Only if such a change will have a direct material and adverse effect on the operation of Client's business, to be determined at the sole discretion of Creditsafe, Creditsafe will notify Client, by registered mail, six (6) months before such a change is implemented. If Client does not agree to such a change, then either Party may, within thirty (30) days after the notification was sent by Creditsafe, terminate this Agreement in relevant part upon written notice to the other

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Party, with effect from the day the change is implemented. Continued use of the Services shall constitute Client's consent to such changes.)

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.

11. Assignment

Creditsafe may assign the benefit and novate the burden of this Agreement.

The Customer shall not assign or transfer any rights or obligations under the Agreement without Creditsafe's prior written consent.

12. Force Majeure and unforeseen circumstances

Creditsafe will not be liable, directly or indirectly, for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of Creditsafe, so in "cas de force majeure".

In addition to the interpretation of force majeure in law (article 1148 of the Luxembourg Civil Code) and in jurisprudence, circumstances include without limitation internet failures, communication failures, war, terrorist attacks, epidemics, pandemics, fires, floods, acts of God or changes in the law.

In this context Creditsafe may invoke force majeure and the above circumstances if due performance occurs after Creditsafe is required to fulfill its obligations.

13. Confidentiality

In this clause 12 the term "Confidential Information" means information, in any form, of a confidential or proprietary nature disclosed by one party to the other which is marked as confidential; or is identified as confidential at the time of disclosure; or would be regarded by a reasonable business person as being confidential, including but not limited to information regarding the disclosing party's business, customers, employees, suppliers, software, products, know-how, processes and business intentions. "Confidential Information" shall also include the Service and the Output Data belonging to Creditsafe and/or its Data Providers;

13.1. Non-disclosure of Confidential Information

Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 12.2.

13.2. Permissible Disclosure of Confidential Information

Each party may disclose the other party's confidential information:

12.3.1. To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.3.2. as may be required by law, court order or any governmental or regulatory authority.

13.3. Limited Use of Confidential Information

No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

14. Ledger 3D

14.1. Provision of Payment Data via 3D Ledger

In the event that the Company receives the Service via Creditsafe's interactive risk management tool, "3D Ledger", the Customer shall provide Creditsafe with information relating to its debtors ledger ("the Payment Data").

14.2. License to Use Payment Data

The Company hereby grants Creditsafe a non-exclusive, non-transferable, irrevocable, perpetual licence to include the Payment Data in products and services that Creditsafe will make available to its customers.

15. International Credit Reports

Company Credit Reports providing details of companies based outside the United Kingdom are provided on a subject to availability basis, and the countries from which reports are available may vary throughout the course of the term of this Agreement.

Company Credit Reports providing details of companies outside the United Kingdom are provided within the specific timeframes detailed at the Creditsafe website.

15. Miscellaneous

16. Invalidity or Inapplicability of a Provision :

16.1. Limitation rights for Third Parties :

Except for any rights of (i) data subjects as set out in the SCC; and/or (ii) any Data Supplier (in each case, to the extent applicable), the parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement.

16.2. Applicable Law and Jurisdiction

The terms of this Agreement and the provision of the Service and the relationship between the Customer and Creditsafe shall be exclusively governed by the laws of the Grand Duchy of Luxembourg. The Customer agrees irrevocably to submit to the exclusive jurisdiction of the competent courts of Luxembourg City, without prejudice to the right of Creditsafe to bring the dispute before other relevant jurisdictions. The failure of Creditsafe to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. The Service is subject to availability.

16.3. Necessary Substitution of the data service :

Should any third party data become unavailable to Creditsafe, Creditsafe shall be entitled to obtain a similar service from another third party supplier.

16.4. Unilateral Modifications to the Agreement by Creditsafe to Comply with Legislation :

Creditsafe may unilaterally vary any term of this Agreement in order to comply with any legislation applicable to the provision of the Services.

16.5. Entire Agreement and Extinguishment of Prior Understandings :

The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

17. Media Solutions

17.1. Creditsafe is not responsible for the quality or availability of the content produced by the media sources. Should any of the Media Solutions service and content be deemed to be infringing any law or right of a third party, Creditsafe has the right to remove the infringing material without obtaining the Customer's consent. Creditsafe will be entitled to take all such steps that it considers to be necessary for the purpose of bringing an end to such infringement. Creditsafe is not liable for Customer's negligence or misuse of the Media Solutions service or content from third parties. Where access to websites require payments the customer will be responsible for paying the same.