



# General Terms and Conditions

Bisnode Switzerland Ltd

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# General Terms and Conditions

Date: August 2018

## 1. Scope of Application

The following Terms and Conditions regulate the business relations between Bisnode Switzerland Ltd. (hereinafter referred to as Bisnode) and the customer.

## 2. Contract Formation and Scope

The contract between the customer and Bisnode shall come into existence upon receipt of the file, data medium, interface or the Internet access data, however, no later than upon order confirmation by Bisnode. It shall be effective for the duration of one year. This agreement shall be renewed by implication by a further year unless a party cancels the agreement in writing by registered letter three months prior to the expiration of the agreement period. Bisnode reserves the extraordinary right to withdraw from the agreement due to default of payment (section 5) and pursuant to section 13.

Any services purchased on monetas.ch with a time limit (e.g. a Rating Certificate) do not renew automatically; any unused consumer unit credits (e.g. for credit rating information) on monetas.ch shall lapse after 12 months.

The services shall be made accessible to the customer and his employees. Any increase of the scope, such as the extension to further subsidiaries, branches, affiliated companies and other participations shall require a separate agreement.

## 3. Types of Licences

The customer shall be entitled to choose between a single and a multi-user licence. The customer shall have click or consumer unit credits. This defines the number of reports the customer can request and is evident from the service level and licence agreements.

Which licensing model is selected is regulated by the individual service level and licence agreements. If the latter are missing provisions concerning the licensing model, in case of doubt a single user licence shall be considered as agreed.

A single licence entitles the customer to access to the database from several workstations, however, only to a single access at any one time. A multi-user licence entitles the customer to parallel access to the database by two or more people at the same time; the maximum number of possible parallel accesses shall be specified in the individual contract.

For online applications the number of users authorised to access the database shall also be specified in the contract; the customer shall specify these users by name. In the case of a multiple-user licence, the customer shall be entitled to change the circle of the authorised employees during the contract term by giving prior written notice to Bisnode with effect from the 1st or 15th of the month. Provided the maximum number of authorised users is not exceeded as a result, the replacement of users

shall not incur any additional costs.

## 4. Delivery

All services shall be delivered, if applicable and if available to Bisnode.

Bisnode shall deliver any files, data media and corresponding user guides and documentation free to the buyer's door. Delivery dates are non-binding and are subject to timely delivery by the sub-supplier.

## 5. Prices and Terms of Payment

If the agreement is renewed or if Bisnode approves the continued validity of any remaining click or consumer unit credits after one year, any new price list that is made available to the customer on request shall apply. All prices specified by Bisnode or set out in the price lists are net prices excluding VAT. Any invoices charged by Bisnode must be paid net within 30 days, unless otherwise stated in the individual contract. If the customer defaults on payment, the statutory consequences of default shall commence. Furthermore, if the customer defaults, Bisnode is entitled to temporarily suspend the service provision pursuant to section 13, or cancel the contractual relationship with immediate effect without having to pay any reimbursement or compensation.

## 6. Authority to Represent the Company

With respect to the service provision and in particular the processing of a protection package and/or a mybcc.ch package or other specific services, irrespective of their authority to represent the company listed in the commercial register, all those employees of the customer who communicate with Bisnode either verbally, by telephone or in writing (by mail, fax or e-mail) shall be deemed as authorised to represent their company when dealing with Bisnode. Bisnode must be notified in writing of any restrictions of this general authority to represent the company. The customer shall bear the risk for inadequate authority to represent the company or missing authority of its employees.

## 7. Copyright

The customer accepts that Bisnode's databases are a database work created by order of Bisnode.

Any brands, company logos, other distinguishing marks or proprietary notices, copyright mentions, serial numbers and all other characteristics that serve the identification of Bisnode must not be removed or modified. The customer is prohibited from accessing the software in order to modify, copy or counterfeit the latter or in order to exert influence on the source code of the software or to derive it in any way.

## 8. Means of Communication and Transmission Errors

Bisnode is entitled to direct all messages for the customer to the mailing or e-mail address, telephone and/or fax number specified in the agreement. The customer must notify Bisnode of any changes in writing in due time. The customer shall bear the risk for any losses arising from transmission errors for which the customer is responsible (e.g. e-mails landing in the customer's spam folder).

## 9. Warranty

Bisnode endeavours to maintain its data. The customer acknowledges that data and information may to a certain extent contain errors. The customer is responsible for ensuring that the information is adequately designated for the customer's intended purposes. The data shall be delivered and the associated services shall be provided, if applicable and if available to Bisnode. Subject to a specific mention in this agreement, Bisnode excludes any warranty, in particular for completeness, timeliness, usability and suitability of the data for a specific pursued purpose. Bisnode shall not provide any warranty that the services can be provided without interruption or error-free, and furthermore shall provide no guarantee and shall not be held responsible for the availability, quality or execution of the services. Bisnode is not liable for any losses or damage that may arise from Bisnode's behaviour concerning the provision, listing, collection, interpretation, reporting or with other services.

Wastage due to non-selective advertising and returns resulting from postal inaccuracies are unavoidable and shall not constitute a defect, provided that the standard error rate for the industry of 4% for private addresses and 2% for company addresses defined by the Schweizerischer Direktmarketing Verband (Swiss Direct Marketing Association) is not exceeded. Bisnode shall replace any returns in accordance with the abovementioned error rates for the industry. Here, the ordinary flat rate per address, excluding postage, will be reimbursed, provided that Bisnode is sent the respective envelopes or postcards containing the postal remark within eight weeks of delivery. This shall determine the number of returns and the relevant addresses shall be deleted from Bisnode's database. Any returns below an error rate of 2% (or 4% for private addresses), as well as returns with the postal remark "Refused" or "Not called for" shall not be reimbursed.

Warranty claims shall be excluded if the defect is due to circumstances, which the customer is responsible for. Any impairment of the function, which is due to hardware defects, environmental conditions, operating error or similar reasons, shall not be deemed a defect. If there is cause for defects liability, the customer may request either remedy or replacement at Bisnode's option. Should Bisnode, due to its own fault, be unable to provide appropriate remedy or replacement, the customer may either withdraw from the contract or demand that the price for

the service concerned be reduced.

The warranty period shall be one year with effect from the day of delivery of the goods or provision of the service.

## 10. Disclaimer

Bisnode shall be liable for any losses caused deliberately or by gross negligence within the scope of the loss. Any further liability shall be excluded to the extent permitted by law. Bisnode shall not be liable for losses as a result of instructions by the customer. Bisnode shall be liable for any culpable misconduct/fault of its subcontractors as it is for its own culpable misconduct/fault. The liability of Bisnode shall be limited to losses incurred by the customer. Any liability for further losses, namely third-party indemnification, shall be waived completely.

## 11. Usage Limitations

The customer shall ensure compliance with the agreed scope of services, in particular compliance with the provisions regarding the number of permitted users and workstations. The customer is prohibited from,

1. divulging to third parties the information, software or research results delivered to him without Bisnode's prior consent,
2. accessing or transferring data that exceeds the ordinary scope, particularly by using automated processes,
3. replicating software, with the exception of a backup copy intended exclusively for his own personal use.

The customer shall use the services provided to him solely in accordance with the effective laws. In particular he shall guarantee compliance with the provisions regarding data protection and copyright and he shall indemnify Bisnode from any claims enforced by third parties against Bisnode as a result of a violation of the aforementioned provisions.

If the customer is a reseller, these usage limitations can be modified in an individual contract. Without prejudice to this, the customer shall be liable vis-à-vis Bisnode for compliance with these conditions of contract, also by the end customer. In addition, the customer must ensure that all resale transactions can be verified at all times.

## 12. Technical Requirements

Safeguarding the operation of the program's work environment and adapting it to technological advancements falls within the customer's scope of responsibilities. On request Bisnode shall inform the customer of the current technical requirements.

## 13. Breach of Contract and Right to Conduct an Audit

Default of payment in spite of a reminder, violation of the usage limitations or any other breach of contract shall result in the immediate termination of the right of utilisation and shall grant

Bisnode the right to temporarily block the use of further services without a separate warning or the right to extraordinary cancellation pursuant to section 5. In this case, no refund shall be made for any usage fees already paid. This shall not affect any further claims for damages.

Bisnode is entitled to check at any time whether the customer is using the services according to contract. To this end the customer shall grant Bisnode access to his premises and systems during normal working hours. Bisnode shall give the customer reasonable advance notice of such visits.

#### 14. Contract Penalty

The customer undertakes towards Bisnode, to pay a contract penalty totalling four times the annual net value of the individual contract concerned, but no less than CHF 2,500 to Bisnode for any case of violation of the protection provisions (Copyright), (Usage Limitations), (Protection of Access Data) and (Terms of Licence). Each violation shall be deemed a separate act. This contract penalty shall not exclude any further claims for damages; however, it shall be offset against these.

#### 15. Data and Privacy

The respective current versions of the Online Privacy Statement and the Privacy Policy apply to the processing of personal data.

#### 16. Non-disclosure

All information, data and reports provided by Bisnode must be treated as strictly confidential. Transfer to third parties is not permitted. The customer is responsible for any damage that may arise from non-compliance with his obligation to maintain confidentiality or from unauthorised transfer. Bisnode has the right to cancel the contractual relationship with immediate effect if the customer violates this obligation; in this case Bisnode shall not pay any reimbursement or compensation.

#### 17. Contract Documents and Alterations

The respective current versions of the Privacy Policy and the Online Privacy Statement constitute integral parts of these General Terms and Conditions.

In case of conflict between the provisions of an individual contract and the provisions of these Terms and Conditions, the provisions of the individual contract shall prevail within the scope in which the disagreement exists. Should an individual provision be or become invalid, this shall not affect the validity of the remaining provisions. The customer's General Terms and Conditions shall not be applicable insofar as they contradict these Terms and Conditions present.

Unless explicitly agreed otherwise, any alterations and amendments of these terms and of any individual contracts must be in

writing. This shall also apply to any agreement with regard to a waiver of the written form requirement.

Unless otherwise agreed in writing, Bisnode shall have the right to cite the exact company name of its contractual partner, including the logo, in its lists of references.

If these General Terms and Conditions have been translated into other languages, the German-language version shall be legally binding.

#### 18. Applicable Law

This agreement is governed by Swiss law.

#### 19. Place of Jurisdiction

The courts having jurisdiction in Urdorf (the registered office of Bisnode) are appointed for court settlements. Bisnode has the right to sue the customer at another court having jurisdiction.