

## General terms and conditions Dun & Bradstreet Austria GmbH

February 2023

### SCOPE OF APPLICATION AND GENERAL PROVISIONS

#### § 1 Scope of Application

The business relationship between Dun & Bradstreet Austria GmbH, Jakob-Lind-Straße 4/1, 1020 Vienna, ("Dun & Bradstreet") and its contractual partners ("customers") shall be governed by the agreement concluded with the Customer and these General Terms and Conditions. In case of contradictions and conflicts of regulations, the agreement concluded with the Customer shall prevail over these General Terms and Conditions. Conflicting terms and conditions of the customer shall not become part of the contract unless Dun & Bradstreet expressly agrees to their validity in writing in the contract document. The conclusion of a contract with consumers in the sense of the Austrian Consumer Protection Act is excluded.

#### § 2 Conclusion of a contract

Unless otherwise stated in the offer, offers of Dun & Bradstreet are without obligation until Dun & Bradstreet has confirmed the order of the customer. The contract is concluded by countersignature, by confirmation of the order (order confirmation) or by provision of the service.

#### § 3 Processing of personal data for the implementation of the business relationship

Dun & Bradstreet processes personal data for the performance of the business relationship. Details are summarized in the information sheet "Information on Data Protection for Customers and Business Partners", which can also be found on the Dun & Bradstreet website: [https://hello.dnb.com/rs/145-IUC-481/images/AT\\_Datenschutz\\_Kunde\\_2022-External\\_DE.pdf](https://hello.dnb.com/rs/145-IUC-481/images/AT_Datenschutz_Kunde_2022-External_DE.pdf).

#### § 4 Validation of Austrian law

The Terms and Conditions between the customer and Dun & Bradstreet shall be governed by Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and legal norms that refer to another legal system. In the event of additional translations of these General Terms and Conditions or the respective contract with the customer into other languages, the German text version alone shall be authoritative for the interpretation of agreements.

#### § 5 Place of performance and jurisdiction

Place of performance is Vienna. The exclusive place of jurisdiction for disputes arising from or in connection with the business relationship between Dun & Bradstreet and the customer, irrespective of the legal grounds, shall be the court with subject-matter jurisdiction for the first district of Vienna.

#### § 6 Written form requirement

Amendments and supplements to the contract must be in writing in order to be effective; this also applies to an agreement regarding the deviation from the written form. Verbal collateral agreements, amendments and supplements to these General Terms and Conditions are only valid if they are confirmed in writing by Dun & Bradstreet.

### NATURE OF THE SERVICES AND RIGHTS OF USE

#### § 7 Content and scope of the offered services

##### 7.1 Dun & Bradstreet's services can include

1. the provision of data from Dun & Bradstreet economic databases,
2. the provision of data on private individuals,
3. the procurement and provision of data collected individually for the customer,
4. the brokerage of rights of use with respect to third-party databases or
5. the analysis and preparation of the customer's own data, if necessary, including their enrichment with data from the Dun & Bradstreet economic database or with data procured individually for the customer,

as well as related services, in particular the granting of rights of use and consulting services.

7.2 Dun & Bradstreet collects the data for its business database both through direct research (for example, through telephone interviews) and through data provided by cooperation partners (in addition to local contractual partners, these are in particular the international group companies of Dun & Bradstreet, as well as their affiliated companies), through evaluations of generally accessible registers, directories, official announcements and similar public sources, as well as through its own evaluations based on industry comparisons, average values, estimates and comparable calculation models. Due to the dependence on external data sources and the naturally constantly changing data stock, the contents offered may not always be up-to-date and complete, despite careful selection and ongoing maintenance.

7.3 Unless otherwise expressly stipulated in the contract with the customer, Dun & Bradstreet does not owe the production of specific information with a scope and content determined by the customer in advance, but the transmission of the query result as it exists and is available in the Dun & Bradstreet business database at the time of provision to the customer. If the subject of the service is the procurement of external data, Dun & Bradstreet's responsibility is limited to the proper selection of the external data owner, but not to the specific nature of the external data.

#### § 8 Characteristics and informative value of the services

8.1 Statements in documentation, test and advertising materials are not to be understood as guarantees or warranty for certain characteristics. Whether data obtained from Dun & Bradstreet meet the requirements for the use intended by the customer or are suitable for the use intended by the customer is the sole responsibility of the customer. The same applies to the legal admissibility of the further processing of the data, in particular compliance with the statutory provisions on data protection and competition law.

#### 8.2 Dun & Bradstreet draws the customer's attention to the fact that

1. addresses provided do not constitute confirmation of a current official registration address;
2. the provision of address and contact data is not tantamount to the addressee's consent to receive advertising via the respective communication channel, unless obtaining such declarations of consent has been expressly agreed with the customer as part of the service;
3. information on creditworthiness and solvency (referred to in the information product, inter alia, as "risk assessment", "creditworthiness index" or "credit recommendation") is neither to be understood as a statement of fact or individual expert opinion nor as a rating within the meaning of Regulation (EC) No. 1060/2009 of September 16, 2009 on credit rating agencies. Rather, they are purely value judgments based on mathematical-statistical analyses and automatically generated probability assessments ("scoring");
4. information on responsible corporate governance ("Environmental Social Governance" - ESG) is not an individual expert opinion, but an automatically calculated comparative assessment based on the information available at Dun & Bradstreet about the company;

A transfer of legal compliance checks incumbent on the customer (for example in connection with the Act on Corporate Due Diligence Obligations in Supply Chains) to Dun & Bradstreet is not part of the contract and always excluded.

The transfer of information on the person of the "beneficial owner" or the results of a sanctions list screening shall not be based on an individual search related to the specific case of the customer, but on an automatic comparison of the data entered by the customer against information from various databases, in particular databases of third parties. The hits resulting from the matching are intended merely as an aid as to which person possibly fulfills the customer's search criteria, without, however, laying claim to completeness or correctness. The customer remains responsible for the final evaluation and identification. A transfer of legal compliance checks incumbent on the customer (for example in connection with the Financial Markets Anti-Money Laundering Act) to Dun & Bradstreet is not part of the contract and always excluded.

8.3 The customer is aware that any assessments and information can only be snapshots and that the risk of the business relationship remains with the customer in any case. Dun & Bradstreet recommends not to make business decisions dependent on the content of a single credit report, but to carry out own plausibility checks and to consult further sources if necessary.

#### § 9 Rights of use to data

Unless otherwise stipulated in any product-specific terms and conditions or in contractual agreements, Dun & Bradstreet grants the customer rights of use to the following extent:

1. the customer receives a simple and non-exclusive right to use the data provided by Dun & Bradstreet for the purpose specified in the contract.
2. the services of Dun & Bradstreet are directed at contractual partners with their registered office in Austria. The exercise of the rights of use is only permitted for the customer's own needs, unless Dun & Bradstreet and the customer (in particular resellers) agree in writing on the right to grant rights of use to third parties. Therefore, in principle, only the Customer and the domestic employees belonging to its direct legal organization, as well as vicarious agents, shall be entitled to use the data, provided that they merely act as agents of the Customer bound by instructions (e.g. order processors within the meaning of Art. 4 No. 8, 28 GDPR). If users abroad are also to be included in the contract, the customer must obtain Dun & Bradstreet's written consent. 3.
3. In the case of continuing obligations, the right of use exists for the duration of the contract; in all other cases, it entitles the customer to use the data once in the immediate temporal context of its receipt. In the case of update deliveries, the right to use refers in each case to the last version provided. After the end of the right of use, the customer must refrain from using the data received from Dun & Bradstreet and delete the data immediately.

#### §10 Industrial property rights

10.1 The databases available via Dun & Bradstreet are a database work produced by Dun & Bradstreet within the meaning of § 40f of the Austrian Act on Copyright Law ("UrhG"). The software provided to retrieve the information is subject to protection according to §40a UrhG. The customer is prohibited from accessing the software in order to modify, copy or forge it or to influence the computer program (source code) in any other way or to derive it.

10.2 All intellectual property rights (copyrights, data rights and rights of use, rights to databases) with respect to services provided by Dun & Bradstreet remain with Dun & Bradstreet, even to the extent that the work results were created by specifications or employees of the customer, unless the contract concluded between the customer and Dun & Bradstreet expressly provides otherwise (for example in the case of an order to process data).

10.3 Trademarks, company logos, copyright notices and all other identifying features of Dun & Bradstreet and its cooperation partners may not be removed or changed.

#### §11 Rights of use and obligations to cooperate in the transfer of personal data

11.1 Personal data in the sense of Art. 4 Z 1 GDPR may only be transmitted if a legal permission exists for this (for example, because the data subject has consented or because the data is required for the fulfillment of the contract or due to a legitimate interest). The customer undertakes to retrieve personal data only if there is a basis for permission and to cancel the process if there is no such basis. Dun & Bradstreet reserves the right to check this on a random basis. For this purpose, the customer shall keep suitable records of the

legal basis of its requests for at least twelve months and make them available to Dun & Bradstreet upon request.

**11.2** Insofar as the transmission of personal data is the subject of the service provision, Dun & Bradstreet shall fulfill its notification obligation under Art. 19 GDPR regarding subsequent changes or processing restrictions to personal data by offering the customer updates to the personal data (depending on the product type also referred to as "notification", "monitoring", or similar). If the customer does not make use of this or if no update option is available in the product purchased by the customer, the exercise of the rights of use shall be limited to the immediate temporal connection with the transmission of the personal data by Dun & Bradstreet to the customer and shall end no later than one month after the transmission.

**11.3** Customers who obtain personal data from Dun & Bradstreet in order to use the data to communicate with the data subject (in particular to address the data subject in advertising) shall inform the data subject at the latest at the time of the first communication to the data subject about Dun & Bradstreet as the data source and the possibility to obtain further details about the data processing at Dun & Bradstreet (Art. 14 para. 3b GDPR). The separate areas of responsibility of the customer as the user of the data and Dun & Bradstreet as the source of the data must be clearly recognizable.

## §12 Confidentiality of the data / GDPR

**12.1** All data collected, created and passed on about economically active persons and companies (business information) as well as data on marketing information and classifications, in whatever form and on whatever medium, shall be treated as strictly confidential by the customer and shall be intended only for his own internal business purposes, respectively the customer may use or process the data only for the purpose of which they were transmitted.

**12.2** The customer undertakes to comply with the provisions of data protection law concerning the confidentiality and security of data. He shall take appropriate precautions to protect and secure the data transmitted to him against unauthorized access by his own employees and third parties. In particular, he shall ensure that his employees to whom data are entrusted or made accessible due to their employment keep such data secret, even if the employment relationship is terminated.

**12.3** The disclosure and sale of business information or marketing information and classifications - in whole or in part - in any form whatsoever to group companies or subsidiaries or other third parties is prohibited. A customary disclosure to banks, financial situations and to consultants who are subject to a professional duty of confidentiality is permitted on condition that all provisions of these General Terms and Conditions are transferred to the institution or person concerned. The data supplied may not be used for publishing purposes.

**12.4** By concluding the contract, the customer declares that it has the legal authority to receive the transmitted data and to comply with the general principles of data transmission pursuant to Art. 44 GDPR. Furthermore, by concluding the contract, he confirms that the processing of the data is necessary to protect his legitimate interests as defined in Art. 6 (1) f) GDPR and that the data will only be used for the purpose for which they were collected. Furthermore, the customer acknowledges that additional declarations may be required of it if such declarations are required in the countries in which the respective database, the person or the company via which data is accessed, or the contracting party itself is located. In the event of data storage outside the EU contracting states, the customer undertakes to carry this out only in compliance with Chapter V. of the GDPR. Dun & Bradstreet shall not assume any liability for any damages and disadvantages if access to stored data is denied due to legal or other provisions.

**12.5** The customer confirms that, by providing data, it shall become the data controller within the meaning of Art. 4 No. 7 of the GDPR and, as such, shall be obliged to comply with the relevant data protection provisions.

**12.6** If the customer is obliged to provide information pursuant to Art. 14 GDPR, he shall provide the relevant information to the data subject in a timely manner.

**12.7** Any electronic mail addresses (e-mail addresses) or fax numbers provided shall not be construed as consent of the owner of the e-mail address and fax number to receive electronic mail and fax messages. In particular, the Robinson list maintained by Rundfunk- und Telekom-Regulierungs GmbH must be observed. Calls for advertising purposes shall also be prohibited.

**12.8** When carrying out advertising mailings by means of marketing information and classifications, Dun & Bradstreet is to be indicated as the client of the source file. The customer may use the data provided (including any marketing information and classifications provided that are attributed to specific persons by name on the basis of marketing analysis procedures) exclusively for marketing purposes. If the database contains data on the allocation to purchasing power class, this data may also be used exclusively for marketing purposes; an assessment of creditworthiness in the course of business transactions may not be made on the basis of this data.

**12.9** The customer undertakes to process the data provided by Dun & Bradstreet in accordance with Art. 32 GDPR. Non-compliance shall result in a breach of contract. The customer undertakes to provide Dun & Bradstreet with information on the GDPR-compliant processing upon request. The customer declares that he is aware of the relevant conditions pursuant to Art. 5 and 6 of the GDPR concerning the lawfulness of processing and that he is responsible for compliance.

**12.10** If personal data is processed by Dun & Bradstreet on behalf of the customer, the Dun & Bradstreet Order Data Processing Terms and Conditions in the currently valid version shall apply (available at <https://www.dnb.com/de-at/adv/>).

**12.11** Violations of the provisions of this § 12 of these GTC are expressly agreed as reason for extraordinary termination.

## §13 Access to Online Services, Availability

**13.1** Dun & Bradstreet shall provide the customer with factual-technical access to the customer, in particular in the automatic retrieval procedure via the Internet (online services). Both contracting parties shall be responsible for the technical infrastructure for the provision and use of data falling within their sphere of responsibility. Dun & Bradstreet informs the customer about foreseeable technical impairments and rectifies disturbances immediately. Dun & Bradstreet does not guarantee a trouble-free operation of its technical infrastructure; nevertheless, the online services are designed for round-the-clock access, except for periods of temporary inaccessibility due to maintenance, data backup or update measures.

**13.2** The customer shall access the Online Services by logging in, for which the customer or its authorized users shall be provided with personal access data. The customer shall be responsible for maintaining the confidentiality of the access data and shall prevent their misuse. He is aware that any person who knows his or his users' access data can access Dun & Bradstreet services at the expense of his customer account and is liable to Dun & Bradstreet for the conduct of all his users as for his own conduct.

**13.3** Dun & Bradstreet reserves the right to refuse access to online services if there are indications that the functionality or security of the services is impaired or the possibilities of Dun & Bradstreet are limited by technologies used by the customer, to check the access authorization of the customer as well as the permissibility of the type and scope of use (for example, in the case of access to the Dun & Bradstreet systems from IP addresses that are listed on generally accessible blacklists or if the customer uses software that enables extensive anonymization of the user and unidentification of the usage behavior). Dun & Bradstreet will inform the customer of an intended blocking with a reasonable period of time for the opportunity to remedy the situation, unless the functional or security impairment is so severe that an immediate blocking of the access is justified.

**13.4** Dun & Bradstreet may adapt its Online Services to current requirements, in particular the state of the art, in order to optimize system performance and user-friendliness as well as make changes to content, provided that the latter are necessary for updating and completion, for program-technical optimization or for licensing reasons. If such a change leads to a not merely insignificant devaluation of the services to which the customer is entitled, the customer may, within a period of eight weeks from the occurrence of the change, at its option either demand a reduction in the remuneration corresponding to the devaluation or extraordinarily terminate the service agreement.

## § 14 Confidentiality

**14.1** Without prejudice to the obligations under data protection law, the customer shall treat as confidential all information which they receive or become aware of from or about the customer in connection with the agreements concluded between them. This shall apply in particular to all information which is marked as confidential or which by its nature is recognizable as a trade secret. Reverse engineering is not permitted and does not constitute authorized knowledge. The obligation to maintain secrecy shall not apply to information which is in the public domain, without this being based on a breach of contract by the customer, or which has been received from a third party authorized to disclose it. Whoever invokes this exception shall bear the burden of proof.

**14.2** Dun & Bradstreet or its data suppliers and affiliates from Dun & Bradstreet's network may be required by local law to disclose the identity of the customer as recipient and details of the content of the information retrieved from the customer to a foreign supervisory authority, court or comparable institution. Data transfers carried out by Dun & Bradstreet for this purpose shall not be deemed to be a breach of agreed confidentiality obligations.

## § 15 Prices and price changes, minimum contract period

**15.1** Unless otherwise stated, prices are net prices in euros, to which the statutory value added tax is added.

**15.2** Dun & Bradstreet reserves the right to adjust the prices agreed with the Customer within the framework of ongoing contractual relationships in the event of changes occurring after the conclusion of the contract (e.g. in the event of extensions to the scope of services of the purchased product, cost increases for the provision or due to changed statutory provisions). Such price changes shall become effective at the earliest at the beginning of the month after next after receipt of a change notification sent to the customer in text form.

**15.3** Furthermore, it is agreed that all charges shall be stable in value. The charges shall therefore be adjusted without prior notice in accordance with the development of the Consumer Price Index 2020 (base year 2020) published monthly by Statistics Austria or the index replacing it. Unless otherwise agreed, the adjustment shall be made annually at the beginning of each contractual year. The index figure calculated for the month of conclusion of the Agreement and the index figure calculated for the month prior to the respective fee adjustment shall serve as reference figures for all adjustments.

**15.4** The minimum contract period agreed in the contract shall apply. After expiry of the respective minimum contract period and continuation of the agreement in the absence of termination, the initially agreed price shall increase to the extent specified in the agreement.

## §16 Billing by consumption of usage credits

If billing on the basis of a usage credit is provided for certain services, the services may be used as long as there is sufficient credit in the customer's user account in an amount at least equal to the smallest billing unit for the respective data service, but no longer than for the duration of the agreed usage period. The details result from the respective service agreements and the associated product-specific terms and conditions.

## § 17 Billing for unit-based orders with prior potential analysis

If the customer wishes to obtain data records on the basis of certain selection criteria and Dun & Bradstreet informs the customer prior to the conclusion of the contract of the delivery quantity that is likely to result on the basis of the selection criteria ("potential analysis"), the stated data record quantities are merely non-binding reference values. Only the number of data sets actually delivered by Dun & Bradstreet for the respective order is decisive for the fulfillment of the contract. This can still increase or decrease after the conclusion of the contract until the time of delivery due to the constant additions and withdrawals on the Dun & Bradstreet database as well as for reasons of quality control. If a minimum order value has been agreed for the order, this shall constitute the lower price limit irrespective of the actual number of data records delivered.

## § 18 Due date, verification of the invoice

**18.1** All payments are due immediately and without deduction after receipt of the invoice by the customer. Any objections to the amount of the invoice must be received by Dun & Bradstreet within eight weeks of receipt of the invoice, otherwise the invoice shall be deemed to have been approved.

**18.2** In the event of late payment, interest on arrears of 8% per annum will be charged. Furthermore, the customer undertakes to reimburse Dun & Bradstreet for any reminder fees, collection fees and all costs necessary for legal prosecution (lawyer).

## § 19 Offsetting

The customer may only assert rights of set-off or retention if the counterclaims are undisputed or have been legally established.

## § 20 Reservation of the right of use

The transfer of rights of use is subject to the complete fulfillment of all due claims from the entire business relationship with the customer, regardless of the legal basis of the claims.

## § 21 Breaches of Contract of Extraordinary Termination

**21.1** If the customer substantially or repeatedly violates the obligations incumbent upon him despite a warning from Dun & Bradstreet, Dun & Bradstreet may discontinue the further provision of services and in particular block database access. The obligation of the customer to pay the agreed remuneration remains unaffected. A prior warning by Dun & Bradstreet is not required, if there is an important reason for the discontinuation of the service provision in accordance with the requirements for an extraordinary termination.

**21.2** Dun & Bradstreet shall have the right to extraordinary termination of the contract in any case if insolvency proceedings are opened against the customer and the continuation of the business is not endangered by this until the expiration of six months after the opening of the insolvency proceedings, unless the termination of the contract is indispensable to avoid serious personal or economic disadvantages or there is otherwise an important reason, in which case a termination is possible in any case. In addition, there shall be a right to extraordinary termination if insolvency proceedings are dismissed for lack of cost coverage or if insolvency proceedings that have been opened are discontinued for lack of cost-covering assets.

**21.3** Dun & Bradstreet is furthermore entitled to terminate the contract at any time and without notice if the ownership structure of the customer changes predominantly (more than 50% of the shares) or if a company competing with Dun & Bradstreet and/or an affiliated company of Dun & Bradstreet acquires shares in the customer's company.

#### **§ 22 Warranty**

**22.1** Dun & Bradstreet warrants the agreed quality of the services purchased and that the transfer of agreed rights of use to the customer does not conflict with any rights of third parties.

**22.2** If there is a reason for warranty, the customer must first set Dun & Bradstreet a reasonable period of time to restore the contractual condition before asserting a right of reduction or withdrawal.

**22.3** Rights derived from the defectiveness of the services shall be excluded, if the customer has violated

his obligations to examine and give notice of defects pursuant to § 377 of the Austrian Commercial Code (UGB) and has not immediately notified Dun & Bradstreet of the defect in text form. A period of eight days after delivery of the service or - in the case of hidden defects - a period of eight days after knowledge of the defect shall be deemed to be immediate. A planned use later than in connection with the delivery does not release the customer from the obligation to reasonably inspect the Dun & Bradstreet services upon delivery.

**22.4** Claims against Dun & Bradstreet due to functional impairments or service disruptions that are based on the violation of the customer's obligation to cooperate or on other circumstances for which the customer is responsible (for example, improper installation or maintenance, use for other purposes, operating errors or defects in the IT system used by the customer) are excluded.

#### **§ 23 Liability**

**23.1** Dun & Bradstreet shall be only liable for intentional or grossly negligent acts or omissions of Dun & Bradstreet, its legal representatives or vicarious agents in accordance with the statutory provisions. The liability is limited to the contract-typical, foreseeable damage. Liability for slight negligence is generally excluded.

**23.2** The limitations of liability shall not apply in cases of mandatory legal liability (for example under the Product Liability Act), for damages due to injury to life, body or health as well as for damages covered by a warranty granted by Dun & Bradstreet.

**23.3** The customer shall be fully liable to Dun & Bradstreet for any damage and all disadvantages resulting from a violation of the provisions on data protection as well as from a violation of contractual obligations.

#### **§ 24 Preclusion period**

Warranty claims and claims for damages shall lapse, if they are not asserted at the latest within one year from beginning of the statutory warranty period (as a rule, this is the time of delivery or initial provision of the service).