



Specific Business Conditions

Distraints CEE/CRE

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1. These Specific Business Terms - Distraints CEE/CRE govern the conditions for the provision of data from CEE and CRE (as defined below) to the Customer by the Customer of the Accepted Order (further as „Order“) of Dun & Bradstreet Czech Republic, a.s., ID No.: 63078201, with registered office at Siemensova 2717/4, Prague 5, Postal Code: 155 00, registered in the Commercial Register of the Municipal Court in Prague under No. B 3038 (hereinafter referred to as „D&B“).
2. The data on the Czech enforcement proceedings of the entities sought are taken from the primary source - the public list of Central Evidence Execution (further as „CEE“), located at <https://www.ceecr.cz> and operated by the Czech Chamber of Executors in accordance with the provision § 125 of Act No. 120/2001 Coll., On Executors and Enforcement Activities, as amended. Data on Slovak Enforcement Procedures of Interested Entities are taken from the primary source - the public list of the Central Register of Executors (further as „CRE“), located at <https://cre.sk> and operated by the Slovak Chamber of Executors in accordance with Act No. 233/1995 Z.z. on Executors and Executing Activities (Executory Rules) and on Amendments to Other Acts and Decree No. 355/2014 of the Ministry of Justice of the Slovak Republic of 10 December 2014 on the Central Register of Exercises.
3. Questions for legal entities and individuals can be made through the company’s ID, name, date of birth or birth number, which gives an overview of active executives („Person of Interest“). Parameters may vary depending on the primary source. It is also possible to query the CEE database according to the code of the particular case of execution, which gives detailed information about the execution. Every query in the system is charged, including a negative response. System returns only active records, history is not available. The data is displayed in real time. Repeated charging occurs when the information is re-displayed. If the customer closes a window with a response to a charged query, the system does not allow it to be re-charged.
4. The Customer is required to withdraw a prepaid credit within 12 months of activating access under this Order. If the customer does not use the credit within the specified time limit, D&B will be entitled to a contractual penalty in the amount of an amount equal to the amount of credit that the Customer has not exhausted within this period. The value of the credit ordered by the customer has been reimbursed and not used within 12 months of activation of access under this Order forfeited for this contractual penalty. If a new order is signed, it is possible to extend the validity of the undrawn credit and not to apply the contractual penalty by means of a new order closed until the expiration date of this Order, provided the value of the newly purchased credit on the new order exceeds 50% of the value of the undrawn credit at the closing date new orders. The purchased credit is intended exclusively for searching in CEE/CRE databases and cannot be used for other D&B services.
5. The agreed asking price to CEE/CRE in CZK/EUR in this Order is guaranteed at the end of the calendar year in which this Order was signed, except for changes to the terms of service provided by the primary CEE/CRE source when such change is the reason for a unilateral change in the quote price quoted by this Order from D&B; such a change in price is D&B must inform the customer in advance. D&B will inform the customer of the new CEE/CRE queries for the next calendar year within 30 days of the end of the calendar year.
6. For the purposes of this Order, five (5) bands are distinguished according to the number of inquiries made by the Customer within 12 months of the date of this Order („Period“): S band (1-1 000 queries), M (1 001-5 000 queries), the L band (5 001-10 000 queries), the XL band (10 001-40 000 queries) and the XXL band (40 001 and more queries). In the event that the Customer fails to predict the expected number of queries within a given Period, based on which he has been given a more favorable price for a query at the beginning of the Period, D&B is entitled to charge the Customer, at the date of termination or extension of the Order, the price that the Purchaser would have paid for all the queries by category corresponding to the actual number of queries made in the Period, and the Customer commits to pay the charged price based on the receipt of the relevant tax document. The difference between the agreed price of this Order and the increased price is D&B entitled to invoice collectively for all inquiries made in the Period. In such case of infringement expected number of queries in the band within Period, D&B is entitled to unilaterally change

and charge the Customer in the following Period price per query according to base corresponding with real number of queries performed by the Customer in Period. Prices are based on valid D&B price list.

7. If, based on the Framework Order, the Customer is entitled to execute queries without prepaid credit with subsequent billing for the agreed period, the Customer is entitled to draw a maximum of 5000 queries per calendar month. An increase in this limit may be made on the basis of a further agreement between the customer and D&B.
8. The Customer acknowledges and agrees that the information and data provided is collected from CEE/CRE, which is a public source. D&B shall not be liable for any damages regarding the accuracy, truthfulness or completeness of the information and data provided. D&B shall be entitled to correct and/or amend (supplement) the information and data provided in case it finds any discrepancy in the information and data provided. The Customer acknowledges and confirms that in cases arising from the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC („GDPR“), D&B may be obliged to correct and/or delete certain personal data provided within the Service. D&B shall not be liable for any damages relating to the accuracy, truthfulness or completeness of the data and information provided. D&B shall not be liable to the Customer in cases where the provision is prevented due to an extraordinary, unforeseeable and insurmountable obstacle arising independently of D&B's will or as a result of the malfunctioning of national and international Internet connections or the malfunctioning of the Customer's Internet systems or Internet connection.
9. D&B shall not be liable for decisions taken by the Customer or strategies applied by the Customer based on the data obtained or resulting from the use of the information and data provided. D&B shall not be liable for any damages, losses, costs or other claims arising from the unauthorized or improper use of information and data from CEE/CRE.
10. The Customer declares that if the Personal Data is personal data within the meaning of the GDPR, the Customer is entitled to request the relevant information or data about the Person of Interest from CEE/CRE. D&B advises the Customer that, within the meaning of the GDPR, it is in the position of an independent controller of the Personal Data obtained from CEE/CRE and is thus independently responsible for the proper processing of the Personal Data transmitted. The Client agrees to D&B's processing of the personal data provided to it by the Client. D&B consents to the processing of personal data provided to it by D&B by the Client. The parties acknowledge that the legal basis for the processing of this personal data is a legitimate interest pursued by the controller or a third party within the meaning of Article 6(1)(f) GDPR. D&B shall not be liable for the lack and/or insufficient authorisation of the Customer to obtain or process information or data about the Person of Interest within the meaning of the GDPR. By entering into an Order, the Customer confirms that he/she has any of the following purposes for processing Personal Data from CEE /CRE: (i) minimising credit risk, in particular in relation to fraud prevention, identification of low creditworthiness, creditworthiness or payment morality of third parties, (ii) risk assessment for AML purposes, (iii) control, prevention and detection of fraudulent behaviour or (iv) any other legitimate purpose. The Customer undertakes to provide D&B with information about Persons of Interest who are natural persons in an appropriate manner for the purpose of enabling it to comply with its information obligations to such Persons of Interest where this would be necessary for the proper implementation of data protection legislation.
11. D&B shall be entitled to amend, supplement and cancel the text of these SOPs in the event of changes in technical, operational, commercial or organisational conditions on the part of D&B or CEE/CRE, as well as due to changes in legislation. D&B is obliged to notify the Customer of such changes in writing or by email at least 30 calendar days before they take effect. The User is entitled to reject the change to the SOPs by simultaneously terminating the Order by the effective date of the changes to the SOPs. The Customer shall only have the right to terminate the Agreement in this manner if D&B materially changes these SOPs and such change constitutes a worsening of the Customer's legal position.
12. These specific terms and conditions of CEE/CRE are issued on 1 April 2023.