

**1. Contract and scope**

- 1.1. This contract ("Contract") applies for the purchase of business information between Creditsafe Norway AS, 914 328 888 ("Creditsafe") and the Client. The services covered by the Contract ("Services") are set out in Creditsafe's order confirmation ("Order Confirmation"). The Contract also applies to additional services unless otherwise specified.
- 1.2. By using Creditsafe's services, the Client confirms that the Contract shall apply, even if the Client has not signed the Contract in writing. The Contract takes priority over and replaces all and any other oral or written negotiations. If any deviating terms arise orally or in any other document, the Contract shall take priority over these, with the exception of deviations expressly approved by Creditsafe in the Order Confirmation.

**2. Services**

- 2.1. The Contract entitles the Client to use the Services only (i) in accordance with this Contract, (ii) provided the Client uses the Services with all applicable laws and (iii) only for the Client's internal use. The right to use Creditsafe's information is not transferrable. The Client expressly must not sell, transfer, lease, distribute, commercially exploit or otherwise make any information obtained via the Services available to, or to be used to the benefit of, a third party. The Client is also not permitted to include Creditsafe's information in any product or service that the Client provides without a separate agreement. If the Client needs to pass on information to a third party, the Client must contact Creditsafe in advance to obtain written consent. Creditsafe reserves the right to refuse such consent or to include additional terms with such consent.
- 2.2. The Client undertakes not to attempt to procure unauthorised access to the Services. In order to protect the data included in Creditsafe's information, the Client undertakes not to copy, disturb or use in an unauthorised way digital certificates, web certificates or other security devices provided by Creditsafe.
- 2.3. Creditsafe is continually improving the Services and reserves the right to make minor modifications to the service/services that Creditsafe provides to the Client during the course of the contract period.
- 2.4. When using Creditsafe's integrated products, the Client undertakes to comply with Creditsafe's development manual and programme for synchronised calls, i.e. not to enable calls to be sent without a response having been received to the previous call.

**3. Credit report information (this point only applies if credit reports have been purchased)**

- 3.1. A credit report refers to information, opinion or advice provided for the purpose of assessing the creditworthiness or other economic trustworthiness of a third party. Credit reports of the type that the Client is given access to under the Contract are submitted by Creditsafe in accordance with from time to time applicable data protection and credit reporting legislation. The Client may only use a credit report obtained for credit information purposes.
- 3.2. A credit report may only be obtained if the Client has a legitimate need of the report. This is usually the case when the Client is offering a credit agreement. The Client is responsible for internal guidelines for the use of the Services and for ensuring that requirements for legitimate need are complied with.
- 3.3. In the case of a credit report about a physical person or a sole proprietor which is not included in the company register, a written notice ("gjenpartsbrev") with the information in the credit report about the person concerned / the company and who has asked for the report is simultaneously sent. The Client shall reimburse Creditsafe for the costs of sending such information.
- 3.4. For international credit reports (foreign reports), specific rules may apply. For information about the applicable terms for foreign reports, the Client is referred to its account on the Creditsafe website.

**4. 3D Ledger (this section only applies if the 3D Ledger service has been purchased)**

- 4.1. If the Client purchases and intends to use the Creditsafe service "3D Ledger", the Client must provide Creditsafe with information from its debtors' ledger ("Payment Data"). This data must be transmitted to Creditsafe using the method specified by Creditsafe.
- 4.2. The Client hereby grants Creditsafe a non-exclusive, non-transferrable and permanent right to include Payment Data supplied by the Client in the products and services that Creditsafe provides to its clients.

**5. Contact person**

- 5.1. To ensure that laws and regulations are complied with when collecting information from Creditsafe, the Client must appoint a specific contact person. The contact person must have the requisite knowledge of the applicable laws and regulations and must be responsible for ensuring that the information is collected and managed in a lawful and proper manner and in accordance with good practice. The name of the contact person must be notified to Creditsafe by the Client's authorised signatory at the time the Contract is entered into. If the contact person changes, Creditsafe must be informed immediately.
- 5.2. If the contact person has cause to suspect that there are errors in the information collected, the contact person must notify Creditsafe of this immediately.

**6. Processing personal data**

- 6.1. When terms such as "personal data", "controller", "representative" and "processing" appear in the Contract, they have the same definition as in the applicable data protection legislation. "Data protection legislation" means the General Data Protection Regulation (EU) 2016/679 and any additional or subsequent data protection legislation.
- 6.2. For the performance of the Contract, Creditsafe may process personal data belonging to the Client, including names of users of the Services and contact details. Information about the processes undertaken and relevant contact details for submission of requests for change, views or complaints regarding the processing of personal data are available on the Creditsafe website.
- 6.3. Creditsafe is the data controller for the processing of personal data when providing the Services. Creditsafe's processing of personal data includes the receipt of, compilation and provision of data and database management related to the Services and that are necessary to perform the Services.
- 6.4. The Client is the data controller for the processing of personal data after the providing of the Services from Creditsafe to the Client. The Client's responsibility for personal data includes the Client's receipt of the data and the processing that the Client carries out within the framework of its activities.
- 6.5. The ability of the Client to register or otherwise process personal data is governed by the currently applicable data protection and credit reporting legislation. Creditsafe is entitled to assume that every transmission of personal data from Creditsafe to the Client that is initiated by the Client and from the Client to Creditsafe is lawful and appropriate in relation to such legislation.
- 6.6. Any request for information or submission of complaints from a registered or competent authority related to the liability of the Client as the controller and submitted to Creditsafe must be referred to and handled by the Client, provided this is permitted by the applicable data protection legislation. On the other hand, any request for information or submission of complaints from a registered or competent authority related to the liability of Creditsafe as the controller and submitted to the Client must be referred to and handled by Creditsafe, provided this is permitted by the applicable data protection legislation.
- 6.7. In the event that the Client discovers that personal data in the Services is incorrect or misleading, this must be notified immediately to Creditsafe at the address or email provided on the Creditsafe website.

- 6.8. The Client is responsible for ensuring that staff who are given access to Personal data via Creditsafe process the Personal data in accordance with the applicable law.
- 6.9. For Services that involve Creditsafe receiving and processing personal data on instruction of the Client and which are not used to perform the Services, a special personal data processing agreement shall be entered into, if necessary, on terms as provided by Creditsafe.
- 7. Account and password**
  - 7.1. The Client gains access to the Services using a password-protected account for each authorised user. The password and other login details must comply with the standards and requirements notified by Creditsafe from time to time.
  - 7.2. The Client is responsible for ensuring that all login details and passwords are not spread or made available to others. Login details, including passwords, must not be distributed or made available to unauthorised persons. If login details are written down, they must be stored in a secure place.
  - 7.3. Creditsafe is entitled to assume that every transaction carried out using valid login details is performed with authority by the Client or its users and is entitled to charge for such use, unless and from the time at which the Client informs Creditsafe that the login details may have been compromised. In the latter case, Creditsafe shall deactivate all login details that may be compromised and assign new login details.
  - 7.4. If there are personnel changes at the Client or the Client makes other changes that affect the access and authority to the account, the Client must inform Creditsafe immediately.
- 8. Creditsafe's rights**
  - 8.1. The Services and all intellectual property rights, such as copyrights, trademarks, patents or patentable inventions, database rights and all other rights, including company secrets ("Intellectual Property Rights"), in or related to the Services, are the property of Creditsafe or Creditsafe's licensor. This Contract does not signify any transfer of Intellectual Property Rights of any kind.
  - 8.2. Under this contract, the Client only obtains the right to use the Services in accordance with the Contract. The Client obtains no other rights at all to Creditsafe's or Creditsafe's licensor's Intellectual Property Rights.
  - 8.3. The Client is expressly prohibited, itself or through by entrusting another party, to adapt, change, modify, improve or otherwise encroach on any part of the Services without the prior written consent of Creditsafe. Moreover, the Client is expressly prohibited from taking any measures to damage the Services or other clients' access to the Services, e.g. by trying to introduce damaging code into the Services or by making unreasonably large numbers of requests to the Services in order to make them slow or difficult to access (known as denial of service attacks or distributed denial of service attacks). Creditsafe is entitled to undertake measures to track its information in order to ensure that it is used in a contractual manner.
  - 8.4. Creditsafe has the right to assign or pledge Creditsafe's rights and obligations under the Contract.
- 9. Restriction of liability**
  - 9.1. Creditsafe's objective is always to provide high-quality information. Because of the nature of the Services and third party information, the Services are provided without any form of guarantee regarding their content or quality of the information, whether express or implied. The Services contain material that has been compiled from sources which Creditsafe has deemed to be reliable at the time the material was compiled. However, Creditsafe cannot guarantee at any given time the reliability of the sources or the reliability and completeness of the information, and it is not possible to exclude the possibility that there may be errors or omissions in the material. The Services also contain models and techniques based on statistical analyses, probability and foreseeable behaviours that contain several potential sources of error outside Creditsafe's control.
  - 9.2. Creditsafe's information included in the Services is not intended to represent the sole basis for the Client's business decision. It is the Client's responsibility to make an overall assessment of the basis that the Client itself deems to be sufficient for its business decision. On this basis, Creditsafe accepts no liability of any kind for the economic result of the use of the Services or for any loss incurred due to the Client's reliance on and/or use of the Services.
  - 9.3. Neither of the parties shall be liable to the other party for loss of profit or earnings, other indirect loss or consequential loss, loss of business or goodwill. In addition, neither of the parties shall be liable to the other party for loss of expected savings, increase in bad debt or failed attempt to reduce bad debt. However, the Client undertakes to hold harmless Creditsafe and Creditsafe's group companies without restriction of liability from loss, expense, damage or claims from third parties or incurred by or affected by Creditsafe or Creditsafe's group companies due to the Client's use of the Services or processed personal data received via the Services in violation of the Contract or applicable law.
  - 9.4. In the event that there is a reason for Creditsafe to pay damages to the Client, Creditsafe's liability to pay damages shall be limited to the equivalent value that the Client has paid to Creditsafe for the Services during the preceding twelve months before the liability was incurred.
  - 9.5. Each party is required to hold at all times all necessary licenses, concessions and permits required to meet the obligations under the Contract and to guarantee the counterparty's rights under the Contract.
  - 9.6. Each party shall be exempt from sanctions for failure to meet obligations under the Contract, if the failure is due in the circumstances specified below ("Exempting Circumstance") and the circumstance prevents, obstructs or delays its performance. An Exempting Circumstance may be, for example, government action or failure, new or amended legislation, labour market conflict, blockade, war or risk of war, fire, flood, shortage of transport, goods or energy or major accident and failure or delay of delivery from a subcontractor caused by an event outside the control of the party.
- 10. Confidentiality**
  - 10.1. Each party undertakes not to disclose confidential information about the counterparty in relation to business deals, activities, customers, clients or suppliers unless when permitted to do so under section 10.2.
  - 10.2. A party shall be permitted to disclose confidential information:
    - 10.2.1. to its employees, representatives and advisors that require the information to be able to perform the party's undertakings under the Contract. The party shall ensure that the recipient of the information complies with the undertakings under this section 10.
    - 10.2.2. if required under the law, a legal judgment or other authority.
  - 10.3. The party shall only use the counterparty's confidential information to meet its undertakings under the Contract.
- 11. Payment**
  - 11.1. The contractual fee shall be made at the start of the Contract against invoice with payment terms of thirty (30) days from the invoice date, unless otherwise specifically agreed. All prices are stated excluding VAT.
  - 11.2. In the event of late payment, a reminder fee shall be charged and a default interest according to Norwegian Act of 17.12.1976 No. 100 about default interest.
  - 11.3. If payment has not been made after ten (10) days after a payment reminder has been sent, Creditsafe shall be entitled to pass on the invoice for debt collection and to block the Services covered by the Contract. If the Services are blocked in this way, the Client shall not be exempt from its liability to pay in accordance with the Contract. The Services shall be reactivated when Creditsafe has received full payment.

- 11.4. The volumes specified in the Contract related to access for the specified period. Any remaining volume at the end of the period may not be carried over to the next period and does not give the Client the right to repayment or other reduction in the price.
- 12. Amendments**
- 12.1. Creditsafe has the right to amend the Contract from time to time if this is necessary due to new or amended legislation or due to official action or omission by giving notice the Client stating when such amendment shall come into effect, however no earlier than 30 days from such notification.
- 13. Contract period and termination**
- 13.1. The Contract applies according to the start and end date set out in the Order Confirmation. The Contract ends without prior notice of termination.
- 13.2. If the Client does not comply with the terms of the Contract, suspends the payments, enters into negotiations with creditors about arrangement procedures or otherwise may be assumed to be in default, ceases to exist or in any way misuse the Services, Creditsafe shall be entitled to immediately terminate the Client's access to the Services and terminate the Contract without a prior notice period, without the right of the Client to recover any part of the fee paid for the remaining contract period.
- 14. Disputes and applicable law**
- 14.1. The Contract is governed by Norwegian law. Any disputes arising from the Contract or the use of the Services shall be resolved by the District Court of where Creditsafe has its registered office.
- 14.2. Interpretation and application of the Contract and the terms of the Contract shall be done under Norwegian law.