

1. Agreement and scope

- 1.1. This agreement ("Agreement") applies for the purchase of business information between Creditsafe i Sverige AB, 556514-4408 ("Creditsafe") and the Customer. The products covered by the Agreement ("the Service") are set out in Creditsafe's order confirmation ("Order Confirmation"). The Agreement also applies to additional products unless otherwise specified.
- 1.2. By using the Service, the Customer confirms that the Agreement shall apply, even if the Customer has not signed the Agreement in writing. The Agreement 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 Agreement shall take priority over these, with the exception of deviations expressly approved by Creditsafe in the Order Confirmation.
- 1.3. The Customer acknowledges that parts of the Service or a product in whole provided may be provided by third parties and subject to additional terms ("the Additional Terms"). Where relevant, Creditsafe shall provide copies of such Additional Terms to the Customer and the Customers agrees to enter into and comply with the Additional Terms.

2. The Service

- 2.1. The Agreement entitles the Customer to use the Service only (i) in accordance with this Agreement, (ii) provided the Customer uses the Service in accordance with all applicable laws and (iii) only for the Customer's internal use. The Customer must not sell, transfer, lease, distribute, commercially exploit or otherwise make any information obtained via the Service available to, or to be used to the benefit of, a third party. The Customer is also not permitted to include Creditsafe's information in any product or service that the Customer is providing its customers. If the Customer needs to transfer information to a third party, the Customer 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 Customer undertakes not to attempt to procure unauthorised access to the Service. In order to protect the data included in Creditsafe's information, the Customer 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 its products and reserves the right to make minor modifications to the product/products that Creditsafe is providing the Customer during the course of the agreement period.
- 2.4. The Service is available 24/7, except for certain international information. The Customer acknowledges and agrees that Creditsafe may from time to time need to conduct planned or emergency maintenance which may affect the availability of the Service.
- 2.5. When using Creditsafe's integrated products, the Customer 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. Swedish and Norwegian credit report information

- 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. The Swedish credit reports of the type that the Customer is given access to under the Agreement are submitted by Creditsafe in accordance with the Swedish Credit Information Act (1973:1173), ("KUL") and the Norwegian reports in accordance with at each time applicable regulations for credit reference operations and data protection. More detailed regulations regarding the application of the regulations are notified by the respective supervisory authority for credit reporting operations. The Customer may only use a credit report obtained for credit information purposes.
- 3.2. Swedish credit reports
 - 3.2.1. A consumer report is a specific type of credit report and there are special protection rules for this. A

consumer report refers to a credit report about an individual person, provided that the person concerned is neither a trader nor has such a significant influence in a certain business that information about that person's own circumstances is required to illustrate the financial position of the business. A credit report that is not a consumer report is called a company report.

- 3.2.2. A consumer report may only be obtained if the Customer has entered into or is in the process of entering into a credit agreement with a private person or the Customer has a similar reason to need the credit report. The Customer is responsible for evaluating whether the credit report is ordered regarding a company, a trader or a person associated with a business. If the Customer is uncertain, the person being asked about must always be considered as a private person.
- 3.2.3. In the case of a credit report about a physical person, sole proprietor, trading company or partnership company, Creditsafe is obliged under KuL to simultaneously provide the person subject to the report with a written notice of the information, opinions and advice contained in the credit report about that person and who requested the information. The Customer shall reimburse Creditsafe for the costs of sending such information.

3.3. Norwegian credit reports

- 3.3.1. A credit report may only be obtained if the Customer has a legitimate need of the report. This is usually the case when the Customer is offering a credit agreement. The Customer is responsible for internal guidelines for the use of the Service and for ensuring that requirements for legitimate need are complied with.
- 3.3.2. 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 Customer shall reimburse Creditsafe for the costs of sending such information.

4. Other international information

- 4.1. Part or parts of the Service may be subject to third party restrictions or other such obligations according to (amongst other things) the nation state of origin of the data and any applicable laws/regulations or agreements by Creditsafe and its third party supplier ("Third Party Restrictions") and accordingly, the provision of the relevant part of the Service and the use by the Customer of such relevant part of the Service shall at all times be subject to such Third Party Restrictions. Where relevant, Creditsafe shall provide such Third Party Restrictions to the Customer and the Customer agrees to comply with the Third Party Restrictions.
- 4.2. The Customer acknowledges and agrees that information providing details of companies based outside Sweden is provided on a subject to availability basis and may not always be available, and the countries from which information is available may vary throughout the course of the term of the Agreement. For updated information and delivery time offline information reports, please contact support@creditsafe.se.

5. 3D Ledger (this section only applies if the 3D Ledger service has been purchased)

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

6. Contact person

- 6.1. The Customer shall appoint a specific contact person who is responsible for the Agreement. The name of the contact person must be notified to Creditsafe by the Customers authorised signatory at the time the Agreement is entered into. If the contact person changes, Creditsafe must be informed immediately.
- 6.2. If the Customer has cause to suspect that there are errors in the information collected, the contact person or a user of the Service must notify Creditsafe of this immediately.

7. Processing of personal data

- 7.1. When terms such as "personal data", "controller", "processor", "representative" and "processing" appear in the Agreement, 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.
- 7.2. For the performance of the Agreement, Creditsafe may process personal data belonging to the Customer, including names of users of the Service and contact details which Creditsafe does as a controller. 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.
- 7.3. Creditsafe is the controller of the processing of personal data when providing the Service. Creditsafe's processing of personal data includes the receipt of, compilation and provision of data and database management related to the Service and that are necessary to perform the Service.
- 7.4. The Customer is the controller of the processing of personal data after the providing of the Service from Creditsafe to the Customer. The Customer's responsibility for personal data includes the Customer's receipt of the data and the processing that the Customer carries out within the framework of its activities.
- 7.5. The possibility for the Customer 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 Customer that is initiated by the Customer and from the Customer to Creditsafe is lawful and appropriate in relation to such legislation e.g. that the Customer has a lawful basis for saving personal data or transfer it to Creditsafe.
- 7.6. Any request for information or submission of complaints from a registered or competent authority related to the processing under the control of the Customer and submitted to Creditsafe must be referred to and handled by the Customer, 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 processing under the control of Creditsafe and submitted to the Customer must be referred to and handled by Creditsafe, provided this is permitted by the applicable data protection legislation.
- 7.7. In the event that the Customer discovers that personal data in the Service is incorrect or misleading, this must be notified immediately to Creditsafe at the address or email provided on the Creditsafe website.
- 7.8. The Customer is responsible for ensuring that staff who are given access to Personal data via Creditsafe will process the Personal data in accordance with applicable legislation.
- 7.9. For products that involve Creditsafe receiving and processing personal data on instruction of the Customer and which are not used to perform the Service, a special personal data processing agreement shall be entered into, if necessary, on such reasonable terms as provided by Creditsafe.

8. Account and password

- 8.1. The Customer gains access to the Service 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.

- 8.2. The Customer is responsible for ensuring that all login details and passwords are kept secret. 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.

- 8.3. Creditsafe is entitled to assume that every transaction carried out using valid login details is performed with authority by the Customer or its users and is entitled to charge for such use, unless and from the time at which the Customer 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.

- 8.4. If there are personnel changes at the Customer or the Customer makes other changes that affect the access and authority to the account, the Customer must inform Creditsafe immediately.

- 8.5. One or more users of the Customer may have been given certain account rights, so called Master User rights. These rights may exist of creating users, and give out accessibility to the products and limit or open accessibility to information in the Service on a user level. The Customer is responsible for the compliance of the terms of the Agreement by user/-s who are given the Master User rights, e.g.:

- 8.5.1. using the Service for internal use only, and

- 8.5.2. give access to consumer reports to users who have a legitimate interest.

- 8.6. In case the Customer is not in compliance with the provisions of the Agreement, Creditsafe reserves the right to immediately cancel the accounts concerned and the Master User rights. These measures can be executed by Creditsafe in addition to the other consequences of an Agreement breach by the Customer.

9. Creditsafe's rights

- 9.1. The Service 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 Service, are the property of Creditsafe or Creditsafe's licensor. This Agreement does not signify any transfer of Intellectual Property Rights of any kind.

- 9.2. Under this Agreement, the Customer only obtains the right to use the Service in accordance with the Agreement. The Customer obtains no other rights at all to Creditsafe's or Creditsafe's licensor's Intellectual Property Rights.

- 9.3. The Customer is expressly prohibited, itself or through by entrusting another party, to adapt, change, modify, improve or otherwise encroach on any part of the Service without the prior written consent of Creditsafe. Moreover, the Customer is expressly prohibited from taking any measures to damage the Service or other clients' access to the Service, e.g. by trying to introduce damaging code into the products or by making unreasonably large numbers of requests to the Service 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.

- 9.4. Creditsafe has the right to assign or pledge Creditsafe's rights and obligations under the Agreement.

10. Restriction of liability

- 10.1. Creditsafe's objective is always to provide high-quality information. Because of the nature of the Service, the Service is provided without any form of guarantee regarding their content or quality of the information, whether express or implied. The Service contains 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 Service also contains models and techniques based on statistical analyses, probability and foreseeable behaviours that contain several potential sources of error outside Creditsafe's control.

10.2. Creditsafe's information included in the Service is not intended to represent the sole basis for the Customer's business decision. It is the Customer's responsibility to make an overall assessment of the basis that the Customer 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 Service or for any loss incurred due to the Customer's reliance on and/or use of the Service.

10.3. 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 Customer 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 Customer's use of the Service or processed personal data received via the Service in violation of the Agreement or applicable law.

10.4. In the event that there is a reason for Creditsafe to pay damages to the Customer, Creditsafe's liability to pay damages shall be limited to the equivalent value that the Customer has paid to Creditsafe for the Service during the preceding twelve months before the liability was incurred.

10.5. Each party is required to at all times hold all necessary licenses, concessions and permits required to meet the obligations under the Agreement and to guarantee the counterparty's rights under the Agreement.

10.6. Each party shall be exempt from sanctions for failure to meet obligations under the Agreement, 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, problems with data communication at Internet supplier or major accident and failure or delay of delivery from a subsupplier caused by an event outside the control of the party.

11. Confidentiality

11.1. 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 11.2.

11.2. A party shall be permitted to disclose confidential information:

11.2.1. to its employees, representatives and advisors that require the information to be able to perform the party's undertakings under the Agreement. The party shall ensure that the recipient of the information complies with the undertakings under this section 11.

11.2.2. if required under the law, a legal judgment or other authority.

11.3. The party shall only use the counterparty's confidential information to meet its undertakings under the Agreement.

12. Payment

12.1. The agreed fee shall be paid at the start of the Agreement against invoice with payment terms of thirty (30) days from the invoice date, unless otherwise specifically agreed. All prices are stated excluding VAT.

12.2. In the event of late payment, an annual default interest shall be charged on the invoice amount of twelve (12) percent from the due date. If a payment reminder is sent, a reminder fee shall be charged.

12.3. 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 Service covered by the Agreement. If the Service is blocked in this way, the Customer shall not be exempt from its liability to pay in accordance with the Agreement. The Service shall be reactivated when Creditsafe has received full payment.

12.4. The volumes specified in the Agreement 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 Customer the right to repayment or other reduction in the price.

13. Amendments

13.1. Creditsafe has the right to amend the Agreement 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 Customer stating when such amendment shall come into effect, however no earlier than 30 days from such notification.

14. Agreement period and termination

14.1. The Agreement applies according to the start and end date set out in the Order Confirmation. The Agreement ends on the specified end date without prior notice of termination.

14.2. If the Customer does not comply with the terms of the Agreement, 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 Service, Creditsafe shall be entitled to immediately terminate the Customer's access to the Service and terminate the Agreement without a prior notice period, without the right of the Customer to recover any part of the fee paid for the remaining Agreement period.

15. Disputes and applicable law

15.1. The Agreement is governed by Swedish law. Any disputes arising from the Agreement or the use of the Service shall be resolved by Gothenburg District Court as the exclusive place of jurisdiction in the first instance.

15.2. Interpretation and application of the Agreement and the terms of the Agreement shall be done under Swedish law without regard to its rules on choice of law.