



General Terms and Conditions of Dun & Bradstreet Slovakia, s.r.o.

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1. Background

- 1.1 These General Terms and Conditions ("**GTC**"), including relevant service Specific Terms and Conditions together with an agreement or order signed or electronically accepted ("**Agreement**"), shall apply for Supplier's supply of products and services ("**Services**"), of Dun & Bradstreet Slovakia, s.r.o., company ID 35840404, Ružinovská 3, Bratislava - mestská časť Ružinov 821 02, Slovak Republic ("**Supplier**"), to his customer ("**Customer**"). The Supplier may provide the Customer also services, products and data of Dun & Bradstreet International, Ltd. („D&B Int.") based on its License Agreement.
- 1.2 The creation of a paper or electronic order by the Supplier and its transmission to the Customer is an informative communication about the parameters of a possible future contractual relationship. If the Customer confirms the order created by the Supplier in this way, it constitutes an offer to conclude a contract within the meaning of Section 1731 of the Civil Code. The Contract shall be concluded by a written confirmation of such order by the Supplier or implicitly by the commencement of the provision of the Services described in such order by the Supplier (acceptance of the Contract). The Supplier shall be entitled to refuse an offer to enter into a contract with the Customer up to the moment of acceptance of the Contract even without giving reasons.
- 1.3 In the event that the Customer orders the Services via the Supplier's electronic shop (e-shop), the Contract is concluded upon confirmation of the ordering of the Services by the Customer. The Contract concluded via the Supplier's e-shop shall be subject primarily to the special terms and conditions for the e-shop and, alternatively, to these GTC.

2. Provision and use of the services

- 2.1 Customer shall use the Services in a loyal manner and must comply with any acceptable use policy and other instructions. Supplier is entitled to suspend provision of Services if Supplier suspects a breach to this section or the Agreement. In order to ensure the same and even availability and quality of service for all users, Supplier reserves the right to apply the so-called Fair User Policy (FUP), and to partly and temporarily limit the Customer's access in the event that the volume of handed over data or the frequency of queries by the user exceeds the regular level of use of the Services.
- 2.2 The Contract remains in force for the agreed fixed term even if the Customer exhausts the number of reports/exports from the Service agreed in the Contract before the expiry of the agreed fixed term. In this case, the Customer will be allowed to purchase additional reports/exports from the Service. Reports/exports from the Service not used by the Customer during the initial or extended term of the Contract shall not be carried over to the next term and the right to use them shall expire at the moment of extension of the Contract.
- 2.3 The Customer understands that the content and the Services may change due to operational requirements, authority decisions or altered information and deliveries from Supplier sources.
- 2.4 Customer accepts that Supplier has a right to change the look and feel of the Services, replace the Services with similar services and continuously develop its offerings. Supplier is also entitled, in case of operational or legislative need, to make changes to the terms of the Agreement when necessary. If such a change of the Services includes replacement of Supplier's technical solutions, the Customer undertakes to take necessary measures on its own side in order to enable connection to the new technical solution (e.g. necessary upgrade).
- 2.5 Supplier shall inform Customer of any changes having more than a limited negative effect on the Customer's use of the Services no later than 30 days prior to the effective date of such change. In such case, the Customer shall have the right to terminate the Agreement effective as per the effective date of such change as stated by Supplier.
- 2.6 Supplier shall be entitled to use subcontractors for the provision of Services. Supplier shall be liable for its subcontractors work as if it was Supplier's own work. The Supplier is entitled to limit provision of the Services in case of interruption of their provision by D&B Int.

- 2.7 The Services and information contained in the Services (data extracts) serve mainly for the following purposes: (i) minimizing credit risks, particularly relating to the avoidance of fraud, the identification of low solvency, the credibility or payment morality of third parties, (ii) the implementation of business and marketing strategies in the area of B2B (business activities aimed at enterprises), (iii) the creation of analytical models, (iv) risk evaluation for AML purposes, (v) the control, prevention and detection of fraudulent behavior, (vi) historical, statistical and scientific purposes, and (vii) the updating of data on enterprises with the purpose of implementing the Customer's business strategies. Other purposes which the Services can be used can be stipulated in the Agreement.
- 2.8 For the purpose of improving the Services, Supplier records and processes service's Use Statistics from the Customer's part, and the Customer hereby expresses its consent therewith. The Customer agrees that Supplier reserves the right to include accidentally identification marks and control records in the Services under which Supplier is entitled to verify compliance with the Customer's obligations at any time.
- 2.9 Supplier declares that the contact information (including e-mail contacts) mentioned in the Services is not associated with the consent of the subject of such data to send unsolicited offers and commercial communications and to other business and direct marketing purposes. Supplier shall not be held responsible for the existence of such consent to the Customer in any way.

D&B Credit Report delivery conditions (Business Information Report - BIR)

- 2.10 If, during the term of the Agreement, the Customer does not request D&B Credit Reports corresponding to the Units that he has ordered and paid for, the Supplier has a right to claim a contractual penalty in the amount equal to the undrawn Units and the undrawn Units shall be forfeited to the contractual penalty. In the event that the Customer exceeds the agreed limit of usage of the Units, the Supplier is entitled to claim payment of price for the additional drawdown of the Units by the Customer exceeding the agreed limit of usage in the amount stipulated in the Contract.

3. Intellectual property rights

- 3.1 Supplier and its licensors shall retain ownership of all intellectual property rights to the Services delivered, regardless of form or format, save for Customer's materials. The Customer acknowledges that D&B Int. is the sole authorized owner, and Supplier is the licensed user, of the "Dun & Bradstreet" and "D-U-N-S® number" graphic and text trademarks, trademarks, software licenses and databases, and other copyright and industrial property rights relating to the Products, and the Customer is not entitled without the prior written consent of Bisnode to use the above values in contravention of the provisions of these GTC and / or the Agreement.
- 3.2 Subject to the terms and conditions agreed between the parties, the Customer is granted a right to use the Services for (i) its internal operations, (ii) for the frequency of use or total number of users set forth in the Agreement, and (iii) subject to any other restrictions set forth in the Agreement. The Customer is entitled to make the Services available to third parties that are subsidiaries, branches, divisions, wholly owned or controlled by the Customer (hereinafter referred to as the "**Affiliated Companies**"), solely if they were listed in the Annex to the Agreement named Affiliated Companies at the time of conclusion of the Agreement by the Customer. The Customer undertakes to contractually ensure that the Affiliated Companies shall reasonably fulfil the Customer's obligations under the Contract and the GTC, in particular as regards the manner and extent of use of the Services, their non-disclosure to third parties and their use exclusively for internal purposes; a breach of any obligation specified in the Contract or the GTC by an Affiliated Company shall be deemed a breach of the Contract by the Customer. The Customer undertakes to prove compliance with the obligation under the preceding sentence at the Supplier's request. In the event that an Affiliated Company breaches any obligation agreed in the Contract or the GTC to which it is subject under this paragraph, the Supplier shall be entitled to terminate the provision of performance of the Contract to the Customer and all Affiliated Companies, and the Customer shall not be, in such event, entitled to any refund against the Supplier. The Customer expressly agrees and waives any such claim it may have against the Supplier.

- 3.3 Customer shall not use any Supplier trade name, trademark or similar, without the prior written approval of Supplier.
- 3.4 The Customer shall obtain a non-exclusive, non-transferable and by the term of the Contact time-limited right to use the Services, the data and software included in the Services, including their updates, or the means for presentation of the Services. The Customer shall not be allowed to use the Services or parts thereof and/or the information obtained from the use of the Services (especially data extracts) for any other purpose, especially but not limited to their further dissemination, sale, transfer to any third party without consideration, surrender for use or for use with or without consideration for the benefit of any third party, including within his group, without the prior written permission of Supplier. The Customer shall be entitled to use the data obtained from the Services solely for his internal needs, but not for example within the interconnected companies from his group.
- 3.5 Services under this Agreement may be used by the Customer or the Affiliated Companies exclusively in the Czech Republic and the Slovak Republic for the purpose of supporting their local business operation. The Customer may not share user D&B On-line ID Subscriber Number or data obtained from the Services geographically outside the territory of the Czech Republic and the Slovak Republic.

4. Fees and payment terms

- 4.1 Prices for Services are agreed in the Contract without VAT that will be added to the price in its statutory amount and the payment is based on a tax document issued by the Supplier. The maturity of tax documents is agreed to be fourteen (14) days from the date of issue by the Supplier. The Customer agrees to the electronic distribution of tax documents in accordance with the current version of the VAT Act.
- 4.2 Supplier shall be entitled to interest on arrears of 0,05 % from the due amount for each commenced day of delay with payment and to compensation for reasonable damages or expenses to collect any amount that is not paid when due, unless agreed otherwise in the Contract.
- 4.3 The Contractor shall be entitled to unilaterally adjust the price for Services at most once a year with effect from January 1st of each calendar year, by the annual rate of inflation expressed as an increase in the average consumer price index in the Czech Republic for the previous calendar year. Each subsequent indexation takes into account all previous indexations. The Supplier shall be entitled to make such adjustment of the price for Services with effect retroactively as of January 1st.

5. No warranties

- 5.1 Supplier offers the Services "as is" without any guarantees or warranties with regards to the completeness or correctness of the information in the Services. Thus, Supplier disclaims any liability due to incomplete or incorrect information.

6. Liability and limitation of liability

- 6.1 Should Supplier suffer any damages due to Customer's misuse of the Services or due to material provided by Customer, Supplier shall be entitled to compensation for such damages by the Customer.
- 6.2 If any deliverables supplied by Supplier violate a license or become (or in Supplier's opinion are likely to become) the subject of any infringement claim, Supplier may, at its sole option and expense either: (i) procure for Customer the right to continue using the relevant Services or deliverables, (ii) replace or modify the relevant Services or deliverables in a functionally equivalent manner so that the Services or deliverables no longer infringe or (iii) terminate the Services or Customer's rights to use affected Services or deliverables, and refund Customer if Services are terminated, a pro-rata amount of any prepaid fees for the terminated Services.

- 6.3 Supplier's aggregate liability during the term of the Agreement shall never exceed the amount paid by Customer during the term of this Agreement for the Services or 250 000 CZK, whichever is less. Supplier shall not be liable for any indirect or consequential loss or damage.
- 6.4 Neither party is responsible for damages incurred, and contract breaches resulting from, a change of law, authority decision or measure, act of war, attack, strike, blockade, lockout, loss of availability of source data or other circumstance outside of the contract breaching party's control.

7. Personal data

- 7.1 The Customer hereby notes that by utilizing the Services it can become administrator of the personal data contained in the Services. In the role of administrator, the Customer shall undertake to exclusively process the personal data which is contained in the Services for the purpose of processing set forth herein. Supplier shall not be held responsible for any misappropriation of the personal data or its illegal processing or other unauthorized handling by the Customer.
- 7.2 The Customer shall undertake to take the appropriate technical and organizational measures required in order that the processing of personal data be conducted in accordance with legislation, particularly with Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR"), and that it will include in the processing all necessary guarantees in order that it meets all legislation and protects the rights of the data subjects.
- 7.3 Upon request, the Customer shall cooperate with a supervisory authority in the area of personal data protection and shall undertake to immediately inform Supplier of the nature and content of such cooperation and potential investigations by a supervisory authority which the Customer shall be a participant to, if such cooperation or investigations relate to the Services and data content thereof.
- 7.4 The Customer shall note that the duty to inform regarding corrections or deletions of personal data contained in the Services or of processing limitations according to Article 19 of the GDPR, shall be conducted by Supplier by an updating of Services if such update forms part of the Agreement, and shall not be conducted by informing the Customer of specific individual instances of correction, deletion or processing limitations, unless agreed otherwise.
- 7.5 In accordance with the principle of transparency, the Customer shall – if it obtains personal data on third parties from the Services – be obliged to fulfil its duty to inform, within the scope of Article 14 of the GDPR, particularly on categories of the obtained personal data and its sources, and shall do so in the manner stated further in this paragraph. Due to the frequency of product utilization and the volume of data obtained from the Services, the Customer shall, in order to ensure transparency and the duties to inform regarding the use of Services as a source of personal data, be obliged to provide as part of such duty (which it fulfils via agreement, business terms and conditions or via another agreement which the client of the Customer or any other data subject can demonstrably acquaint itself with) the link to Supplier's Policy on <https://www.dnb.com/sk-sk/privacy.html> in relation to information on the protection of Personal Data, i.e.: "The data has been obtained from Supplier; for more information on Supplier and its processing of personal data, please see <https://www.dnb.com/sk-sk/privacy.html>".
- 7.6 If the Customer provides Supplier with any personal data as part of its fulfilment of the Agreement, the Customer hereby declares and guarantees that it is authorized to provide Supplier with such personal data for the purpose of fulfilling this Agreement and that it has obtained the permission of the data subjects for such provision or has another legal title, where the data subjects have been informed by the Customer in advance of the provision and further processing of personal data. The data subject is entitled to withdraw in writing its previous permission to process personal data at any time, and the Customer is entitled to request Supplier to no longer process the personal data that the Customer had provided. If the fulfilment of the Agreement is not objectively possible without the processing of the Customer's personal data or the personal data of data subjects provided to Supplier, Supplier shall have the right to withdraw from the Agreement in the event of withdrawal of permission. The Customer, or data subject, shall be entitled

to request access to its personal data, corrections thereto or deletions thereof, or to limit the processing thereof. The Customer or the data subject is furthermore entitled to object to the processing, has the right to obtain its personal data from Supplier in a structured, regularly utilized and machine-readable format, and to request that Supplier hand such data over to another administrator.

7.7 PROCESSING PARTY – In the event that Supplier processes personal data for the Customer (as administrator) on the basis of the Agreement, the Customer shall explicitly entrust Supplier with the processing of personal data that the Customer provides to Supplier. The Customer shall also agree that Supplier entrust another processing party with the processing of the personal data according to this, where Supplier shall be obliged to:

- a) take all technical and organizational measures needed for securing the safety of the personal data, and that no unauthorized or accidental access to the personal data, changes thereto, damage to or loss thereof, unauthorized transfer thereof, any other unauthorized processing or any other misappropriation of the personal data take place and that all the duties of the processing party stemming from legislation be personally and organizationally secured on a continuous basis during its processing.
- b) inform the Customer of all other processing parties that it has in mind to entrust with the processing of personal data, of all changes it has in mind for accepting other processing parties or their replacements and shall thus provide the Customer with the opportunity to object to such accepting of other processing parties. Besides other processing parties which the Customer did not object to, Supplier shall not entrust any other third party with the processing of personal data. If Supplier accepts another processing party to conduct certain processing activities, such processing party shall be given the same data protection responsibilities that are stated in this article; these shall particularly involve the responsibility to provide sufficient guarantees relating to suitable technical and organizational measures taken in order that the processing meet GDPR requirements as well as legislation on personal data protection;
- c) ensure that persons at Supplier who are authorized to process the personal data maintain confidentiality regarding such data;
- d) provide the Customer, in accordance with its role of processing party based on this paragraph, with the necessary cooperation and be of assistance when ensuring concordance with its responsibilities to protect personal data that relate to the administration of personal data and to do so while taking into consideration the nature of the processing and information that Supplier has available, and by taking suitable technical and organizational measures where possible, Supplier will assist the Customer when reacting to the asserted rights of data subjects;
- e) process the personal data only on the basis of documented instructions of the Customer;
- f) either, based on the instructions of the Customer, delete the personal data or return the data to the Customer after conclusion of the Services provided that relate to the processing, and will delete the existing copy unless the storage of the given personal data is requested by legislation or unless Supplier has any other title for the storage and further processing of the personal data provided;
- g) provide the Customer with all information needed for documenting the fact that the responsibilities relating to the processing of personal data by the processing party were met, and to enable audits, including inspections, conducted by the Customer or another auditor entrusted by the Customer, and to contribute to such audits to the extent necessary for ensuring or demonstrating that the processing of personal data has been conducted in concordance with legislation, exclusively in relation to the personal data provided to Supplier by the Customer. The Customer shall notify Supplier of any planned audit or inspection date at least five (5) work days prior to the conducting thereof.

7.8 In the event that the content of Services will be affected by the results of rights asserted by data subjects for the deletion, limitation of processing or for any other modification to the personal data, such modification to the content of the Services shall not be regarded as any violation of the Agreement by Supplier, and the provision of the Services will furthermore be conducted in accordance with the Agreement and under the conditions as modified as result of the assertion of such rights by the data subject.

- 7.9 Supplier hereby declares that the personal data processed by Supplier shall be processed in accordance with Supplier's policy on the protection of personal data. Supplier's policy on personal data protection shall contain a detailed description of the method for processing of personal data, and the rights and responsibilities relating to the protection of personal data processed by Supplier, and such information shall be made available on <https://www.dnb.com/sk-sk/privacy.html>. The Customer acknowledges that he has read and agrees to this policy on protection of personal data of the Supplier.
- 7.10 In the event of the violation of any obligations of the Customer stated in this Article 7, Supplier shall be entitled to withdraw from the Agreement.

8. Term and termination

- 8.1 If the parties have not agreed on any term in the Agreement, the Agreement shall then be valid for an initial term of one (1) year as from the date the Agreement was entered into. The Agreement will automatically renew for one (1) year term repeatedly unless a party terminates it not later than sixty (60) calendar days prior to the expiry of the current term by giving written notice to the other party.
- 8.2 Either party is entitled to withdraw from the Agreement with ex nunc effect if the other party enters into bankruptcy, liquidation or if the other party is in material breach of the Agreement, including these GTC. Either party is also entitled to immediately terminate the Agreement if such other ground set out in section 6.4 above has lasted for a period longer than two months.
- 8.3 The Supplier is entitled to terminate the Agreement with effect from the moment of delivery of the notice to the Customer if the provision of the Services is prohibited or materially prevented due to a change in legislation or a decision of an administrative authority or if the continued provision of the Services by the Supplier is no longer possible for technical, operational or economic reasons. In such cases, the Customer shall be entitled to a refund in the amount corresponding to the price of the unused Services.
- 8.4 The Customer shall be entitled to withdraw from the Agreement concluded over a phone call even without giving any reason, with ex tunc effect if the Customer delivers a written notice of withdrawal from such Agreement to the Supplier within 7 calendar days of its conclusion. In such case, the withdrawal shall be without any claim on the part of the Supplier.
- 8.5 Sections 6, 7 and 9 shall survive termination of this Agreement.

9. Confidential information

- 9.1 The parties undertake to keep confidential information (including but not limited to trade secrets, financial data and customer data etc.) disclosed to them strictly confidential and neither directly nor indirectly disclose the confidential information to any third party or entity without consent from the other party or under an exemption provided under this Agreement or by law. The Supplier is entitled to disclose the information received from the Customer to its employees and, to the extent necessary, to its subcontractors and contractors; and is also entitled to share it with entities belonging to the D&B Int group.

10. Miscellaneous

- 10.1 Neither party shall, without the other party's prior written approval, assign any of its rights and obligations under the Agreement. However, Supplier shall be entitled at its own discretion to assign, in whole or part, the Agreement, to another company within the D&B Int group.
- 10.2 The Supplier is entitled to change, amend and cancel the GTC in the event of changes in technical, operational, commercial or organizational conditions on the part of the Supplier, as well as due to changes in legal regulations. The current version of the GTC is available at <https://www.dnb.com/sk-sk/podmienky/vop.html> or at another address notified by the Supplier to the Customer. The Supplier is obliged to notify the Customer

of changes to the GTC in writing or by email at least 30 calendar days before they become effective. The Customer is entitled to reject the change to the GTC by simultaneously terminating the Agreement by the effective date of the changed GTC. The Customer shall only have the right to terminate the Agreement in this way if the GTC's constitutes a material worsening of the Customer's legal position.

10.3 This Agreement shall be governed by and construed in accordance with laws of the Czech Republic.

10.4 These GTCs are published on April 1st 2023.