

## Bisnode Magyarország Kft's General Terms and Conditions

This general terms and conditions (hereafter referred to as 'GTC') contain the provisions regarding **the web-based integrated services and offline list services** provided via the websites ('Websites') of **Bisnode Magyarország Kft.** (hereafter referred to as 'Service Provider') ordered by the Customers, furthermore the rights and obligations of the contracting parties (hereafter referred to as 'Parties'). The special conditions of the contract between the Parties are stipulated in the Purchase Order.

You may find further provisions regarding the use of the Websites in the 'Terms of Website Use', and about data management of personal data in the Privacy Notice.

The GTC, the Purchase Order, the Product Description, the General Terms of Website Use, **General Data Processing Agreement** and the Privacy Notice shall be hereinafter collectively referred to as the "**Contract**".

### I Terms and definitions

#### Service Provider:

**Bisnode Magyarország Kft.** (registered office: 1093 Budapest, Közraktár utca 30-32.; company registration number: 01-09-917390; tax registration number: 14735808-2-43; telephone no.: +36 1 815 8500; fax no.: +36 1 815 8599; e-mail: info@bisnode.hu; web: www.bisnode.hu, data protection registration number: NAIH-60028/2012

#### Customer:

A person **not deemed to be a consumer**, i.e. user of the services for the purpose of its own business operations who relies on any product of the Service Provider whether free of charges, for testing purposes or against valuable consideration, uses the Services, searches and views information, data on them, utilizes them in any manner, or wishes to enter into a related agreement.


#### Websites:

[www.bisnode.hu](http://www.bisnode.hu), [www.blog.bisnode.hu](http://www.blog.bisnode.hu), [www.partnercontrol.hu](http://www.partnercontrol.hu), [www.partnermanager.hu](http://www.partnermanager.hu), [www.partnerradar.hu](http://www.partnerradar.hu) and [www.partnerpayment.hu](http://www.partnerpayment.hu)

#### Purchase Order:

The Purchase Order specifies the details of the Customer, the ordered services, the fees to be paid by the Customer, the duration of the contract and other individual arrangements.

#### Product Description:

A document showing the detailed description of the business, legal information, advertisement and certification-type services rendered by the Service Provider. 

#### General Data Processing Agreement:

A contract between the Service Provider and the Customer that ensures the compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("General Data Protection Regulation" or "GDPR") and the applicable Hungarian data protection legislation, which secure the conditions of the processing of personal data between the Parties and includes technical and organizational measures taken by the Service Provider to ensure compliance with data privacy regulations.

#### Service Fee:

The fee payable by the Customer to the Service Provider in consideration of the use of the Service. The Services Fees are specified in the Purchase or Product Description. Unless otherwise agreed by the Parties, the Service Fee is to be paid annual.

#### Business Information:

Any electronically processable, storable, forwardable data, facts or information pertaining to the market actors or any specific group thereof.

#### Service:

Ensuring the use of one or more Products by the Service Provider for the Customer. Such services include, but are not limited to the following:

- a **Provision of Business Information:** Collection, systemization of such business information, data services in relation to individual economic players or any specific group thereof with or without evaluation, qualification that can be used by the Customer in the form of online access, queries or offline data transmission to support its lending, risk evaluation, partner control, purchasing, sales, marketing or other business decisions, **to monitor changes in partners' data**, its familiarization with target market.
- b **Legal Information Service ('Jogcontrol')**: Via the Jogcontrol application, Hungarian legal regulations, decisions of regular courts and the Constitutional Court, EU legal documents, official legal opinions of the tax and customs administration (NAV), etc. may be accessed. Including: Customizable online legal knowledge pool and model document pool, tracking of changes in the legal regulations.
- c **Advertising Services:** Within the framework of the Advertising Services, the Service Provider ensures for the Customers data presentation (corporate information), advertisements on websites, as well as presentation on relevant websites operated by companies affiliated to the Service Provider and its parent company.

- d **Bisnode Certificate:** In relation to the qualification and risk rating of the Customer deemed to be eligible on the basis of Bisnode's rating system, the Service Provider issues a Certificate, which, together with the logo of the rating, may be used and presented by the Customer in line with the requirements set forth in the Purchase Order and the Product Description.

## II Term of the Contract

- 1 Unless otherwise agreed by the Parties, this Contract is concluded for an indefinite period of time with a yearly settlement of fees.
- 2 The place of performance for the Services rendered under these GTC shall be Hungary. As an exception, in case of Services rendered for a foreign taxpayer, the place of Services shall be the place where the service recipient is established for economic purposes.

## III Execution of the Contract

- 1 The Contract may be executed in the following ways:
- Upon the completion and signing of the Purchase Order by an authorized representative, and by sending such Purchase Order to the Service Provider.
  - Via the Service Provider's website with the use of the online order form.
  - Registration on phone: In the event of verbal contracting via telephone, the written contract shall be prepared, signed and sent by the Service Provider to the Customer, whereby the telephone administrator will be signing the document for and on behalf of the Service Provider.
  - A contract may be amended/augmented, or an additional contract may be concluded via e-mail correspondence as well, e.g. by written stating of **"I hereby order"** in reply to the offer of the Service Provider sent by e-mail.

In case of subclauses b), c) and d), the person ordering the service shall also declare on honour that he/she is whether the statutory representative of the company indicated as Customer on the order form or a person duly authorised by the statutory representative(s) of such to place an order.

- 2 After signing the **printed** Purchase Order the Customer shall send such Purchase Order to the Service Provider personally, via fax, mail, or e-mail. **By signing the Purchase Order with an authorised signature, Customer accepts the Service Provider's General Terms and Conditions and the General Data Processing Agreement.** The Contract shall be deemed to have been concluded after having been signed by both Parties.
- 3 **In case of electronic (online) contracting**, before giving its legal statement pertaining to the establishment of the Contract, the Service Provider shall inform the Customer based on these GTC about the following:
- technical details of contracting: the Service Provider confirms the order to the Customer's e-mail address, specifying the date of contracting and the contents of the contract (scope of the contract, fees, payment, term of the contract). **The contract shall become effective upon sending such e-mail of confirmation;**
  - the fact that the contract to be concluded is deemed to be a written contract, the data of the contract, as well as the details of the Customer shall be recorded by the Service Provider in a manner to keep the contract subsequently accessible (consent of the Data Subject/Customer to data processing);
  - the fact that after the receipt of the quotation (confirmation of the order), via e-mail or on the telephone the Customer may contact and request from the Service Provider's Customer Services the identification and correction of errors (if any) during the electronic registration of data.

**By contracting electronically, the Customer declares separately that he has acknowledged and accepted the Service Provider's General Terms and Conditions and the General Data Processing Agreement.**

- 4 **In case the contract has been concluded via telephone**, the Service Provider provides the Customer with the following information:
- company name and seat of the Service Provider, telephone number, intention of contracting;
  - the fact that in case of expressing his intention to conclude the contract (after receiving the consent of the Customer) the telephone conversation shall be recorded;
  - main characteristics of the subject matter of the contract;
  - fee of the Service including the amount of the value-added tax (VAT) and other statutory charges, as well as all side costs;
  - other conditions of payment and performance;
  - in case of continuous performance, the shortest possible term of the Contract;
  - the fact that in the course of contracting the Service Provider applies GTC, which the Customer may become familiarized with before contracting, and that concurrently with contracting via telephone, the Customer at the same time accepts the Service Provider's GTC **and the General Data Processing Agreement.**

**On the date of audio recording, the Contract is becoming valid and effective by the Customer expressing "Yes, I am placing the order", or any other unambiguous statement of entering into the contract.**

#### IV Use of the Service

- 1 The Service Provider undertakes to render and operate the Service continuously as required in these GTC, the terms and conditions defined in the Purchase Order and the provisions of the Product Description.
- 2 The Customer is responsible for putting the hardware and software configuration required for the use of the Service in place, similarly to the internet access that is necessary for the use of the online Service.
- 3 The Customer may use the Service after entering into the Contract and after payment of the Service Fee. The Service Provider's Business and Legal Information Services that are accessible via Internet may be demanded with the use of a user name and password sent out and to be activated after payment, while for non-online services the associated data is being delivered. For Advertising Services, the Service shall be launched upon the activation of the Advertisement, while for Certificate services first the Certificate and the codes needed for the use of the logo is being sent out. The Customer may not disclose the access details to third persons. During online business information services, the business information pertaining to economic entities may be viewed, or the data may be extracted into external files on the basis of Units/Credits. Unless it is otherwise agreed by the Parties, the Customer may view and request reports in relation to 150 company profiles per day.
- 4 The online Service is continuously accessible on all days of the week, with a 99.5% availability minimum. The Service Provider may restrict online access on a temporary basis - for the necessary time period - for maintenance, troubleshooting purposes. The online services may also be suspended in case they are temporarily hindered by technical causes. In case the maintenance operation is foreseeable, the Service Provider shall inform the Customer in advance in relation to the suspension of the online Service via the website of the Service in question.
- 5 The Service Provider may conduct its own **logbook** about the user activities of the Customer. The logbook includes, but is not limited to, user ID of the Customer, IP-address of the user computer, time and date of use, user activity. In addition, the Service Provider may log the company names viewed by the Customer in the course of using the Websites and the number of clicks. Such data are aggregate statistical data, constituting non-personally identifiable information about the user. **The Service Provider only transfers the details of the logbook relating to the Customer to any third party if transferring the data is a legal obligatory (e.g. in GDPR). The Service Provider may use details of the logbook for its own analytical purposes for improving the user experience or as a proof of a possible breach of contract by the Customer in coherence with the Privacy Notice.**
- 6 Further terms and conditions of the use of services via the Websites are set forth in the General Terms of Website Use of the Service Provider, provided that the Customer shall comply with such general terms as well.

#### V Rights and obligations of the Parties

- 1 The Customer may rely on the Services described in the Purchase Order under the terms and conditions defined by the Service Provider within applicable laws and regulations solely for its own use and with respect to the **following purposes**: making lending, risk evaluation, partner control, purchasing, sales, marketing or other business decisions. For the use of any new Service, the Customer shall complete and sign a new Purchase Order or conclude a Contract via telephone with the Service Provider's Customer Services Call Centre or via the Service Provider's Website.
- 2 Unless it is agreed otherwise by the Parties, or without the Service Provider's prior written consent, the Customer may not disclose or provide access to the Business Information to third persons with or without valuable consideration, and may not use the Service for the provision of advice or recommendations to others. Any of the Customer's foreign or domestic parent companies, subsidiaries, branch offices, sites, other organizations and participations are deemed to be unauthorized third persons as well.
- 3 The Customer may request the prohibition of becoming included in the Service Provider's databases only for such non-public data and information that cannot be found in official sources, but have been disclosed by the Customer.
- 4 The Customer is obliged to notify the Service Provider in writing of any change in its own data, user details within 15 days. The Service Provider may not be made responsible for any damage arising from late notification.
- 5 The Customer, by conclusion of the Contract, accepts the indication of its own name by the Service Provider for **reference purposes**, including the indication of the company name, label and logo. If the Customer would not agree to the indication of his name by the Service Provider for reference purposes or a separate explicit consent would be required to this end, the Customer shall signal such intention by a letter to the Service Provider's contact details, otherwise the Service Provider considers the consent of the Customer to the indication for reference purposes to be granted.
- 6 The Parties shall primary **communicate** via e-mail, unless otherwise required in these GTC. Notifications and confirmations may be sent by e-mail and without authorized signature, and are acknowledged by the Parties and deemed accepted, unless proven otherwise.

The Customer ensures that its IT system and staff is not hindered in the delivery and reception of e-mails sent to the e-mail address given by the Customer at placing the order. If the Service Provider could prove that it sent the e-mail to the Customer at the e-mail address given by the Customer, the Customer shall not plead that he has not received it.

#### VI Service Fee, fee payment

- 1 **Service Fee:** In consideration of the use of the Services ordered by the Customer, the Customer shall pay an **Annual Service Fee**.
- 2 The Service Fee is specified in the Purchase Order or Product Description. The Service Provider is entitled to increase the Service Fees up to the annual inflation rate - with respect to the consumer price index published by the Central Statistical Office of Hungary (KSH) from time to time - at the time of the annual renewal of the subscription. The Service Provider reserves the right to modify the Service Fee at its own discretion.

During the use of the test version, for the use of Services that are available as free of charges, the Customer is not obliged to pay any Service Fee.

- 3 **Periodic settlement date:** The end date of the annual settlement period stipulated in the Purchase Order, i.e. in case of an indefinite contract period, unless otherwise agreed by the Parties, the last day of the calendar year from the 10<sup>th</sup> day after the contract conclusion.
- 4 **Units/Credits:** The fees payable for the individual Services are calculated on the basis of Units/Credits, which the Customer shall purchase for the specified periodic settlement period in the form of subscription. The Customer may use the purchased Units, Credits solely during the specified periodic settlement period. Any Units, Credits not utilized during that periodic settlement period automatically become invalid upon the expiry of the subscription, and their values shall not be refunded by the Service Provider. In the event of any extra demand, during the subscription period the Customer may purchase further Units and Credits, which can be utilized until the end of the current periodic settlement period.
- 5 **Form, due date of payment:** The Customer pay the Service Fee specified in the Purchase Order - or otherwise in the Product Description - to the Service Provider with the determined frequency. As a general rule, the Customer shall pay the invoice or proforma invoice connected with the Service Fee until the due date specified therein - which cannot be earlier than 10 days following the date of the invoice - via bank transfer. Any Service Fee shall be deemed to have been paid upon its being credited to the Service Provider's bank account.
- 6 Unless otherwise agreed by the Parties, the Service Fee shall be paid annually in advance, at the time of conclusion of the contract or on the periodic settlement date. The Customer acknowledges that the Service Provider shall begin with the specified service provision only after the invoice has been settled, or in case of continuous performance, the Service Provider is entitled to suspend the service as laid down in Clause VII/4 as long as the invoice has not been duly settled.
- 7 The Service Provider sends the electronic invoice to the e-mail address given by the Customer for such purpose. The Customer acknowledges that by concluding the contract he gives his consent to electronic invoicing provided under Act CXXVII of 2007 on Value Added Tax (Article 175 of the VAT Act). The Customer may request a different invoicing form - e.g. paper based invoice - from the Service Provider in writing at the time of conclusion of the contract or at least 15 days prior to the periodic settlement date.
- 8 In connection with any invoice, the Customer may put forward **objections** until the due date of the payment of the invoice. In this case, the term of payment shall be extended until the evaluation of the objection. If the objection proves to be ungrounded, the Service Provider may charge a default interest for the period until the actual payment of the invoice.

#### VII Default payment

- 1 In the event of default payment, the Customer shall pay a default interest to the Service Provider as defined in the provisions of the Hungarian Civil Code, i.e. Act No. V of 2013 (hereafter referred to as 'Civil Code') pertaining to the contract-based payment of default interests between business organisations (Article 6:155 of the Civil Code).
- 2 In case the payment made by the Customer to the Service Provider does not cover the amount of the overdue and due Service Fees, the Service Provider shall account for any payments in the following order: (1) payables of earlier due dates; (2) regarding payables falling on the same due date, the one that is less secured, (3) when they are equally secured, the payable that is more onerous to the debtor.
- 3 In the event of default payment, the Service Provider is, beyond any default interest, entitled to a lump sum amounting to the HUF-denominated equivalent of EUR 40 to cover the costs of the collection of its receivables, applying the medium FX exchange rate of the Central Bank of Hungary (MNB) valid on the starting date of the default interest payment obligation. The fulfilment of such additional payment obligation shall not discharge the Customer from the other legal consequences of default payment; however, this lump sum amount of the costs of collection shall be set off against the amount of compensation.
- 4 The Service Provider has the right to **suspend** the Service or its use as long as the Customer does not pay the due amount of the Service Fee. Should the Customer fail to fulfil its payment obligation even within the additional deadline, beyond restricting the use of the Service the Service Provider may cancel the Contract with immediate effect and enforce its claims at court, or initiate liquidation proceedings. If the Customer pays the Service Fee after the due date, even then he may use the Service only until the original periodic settlement date provided in the initial contract provisions.

#### VIII Confidentiality obligation

In connection with any information the Parties become aware of in the course of the use of the Services, the Parties shall be subject to mutual confidentiality obligations, unless on the basis of the statutory provisions any of them would be required to perform data services. In case this obligation is violated by the Customer, if in this context a third person has any claim against the Service Provider for the payment of damage compensation, grievance award, the Customer shall indemnify the Service Provider by and until the deadline specified in the first relevant notice.

#### IX Breach of contract, liability

- 1 The Service Provider limit its own liability within the scope of the Civil Code as follows:
  - a) The Service Provider represents that it has legally acquired the collected Business Information. The Service Provider may not be made liable in case the Business Information contains erroneous or defective data for a reason that the Service Provider itself has also been served with erroneous or defective data, or as they have not been available at all (e.g. at the time of data collection, in the data used as the source of Business Information changes in the Business Information still

were not incorporated, and therefore the Service Provider could not become properly familiarized with them). The Service Provider disclaims all liability for the business decisions based on such Business Information.

- b) The Service Provider disclaims all liability arising from the unprofessional or illegal use of the Services. The Customer shall be responsible for becoming familiarized with the valid and effective legal regulations.
  - c) The Service Provider disclaims all liability for errors found in the Business Information and arising in the preparation thereof due to the applied sources.
  - d) The Service Provider disclaims all liabilities for the unavailability of empty data fields in connection with the supplied Business Information.
  - e) Any evaluation, rating, establishment of credit limits performed by the Service Provider on the basis of the Business Information with the use of expert and statistical methods shall be carried out solely for information purposes, and therefore the Service Provider disclaims all liability for the business decisions based on such information, recommendations.
  - f) The Customer expressly accepts that the Service Provider's liability for all its Services shall be limited in the amount of the fees actually paid and becoming payable by the Customer in the current year with respect to the fact that amount of the charged fee for each customer has been established in proper view of the limitation of liability and the disclaimer. The Service Provider may be made liable solely for any damage deliberately caused to the Customer by way of breach of the Contract.
- 2 The Service Provider is not obliged to disclose information and data to the Customer concerning the source of the Business Information or the method of its processing.
  - 3 The Customer warrants and shall be responsible for the following:
    - a) causing its own employees, agents and performance contributors to abide by the provisions stipulated in Clause V/1 and V/2, and chapter VIII of these GTC. Any breach of these provisions shall be deemed as gross violation of the Contract.
    - b) all damage that are caused by any use in conflict with the relevant legal regulations, the intended functions or the requirements of the Contract.
  - 4 If it is assumed that the Customer does not use the Service in line with the intended functions, or disclosed the requested database to any unauthorized third person, published or granted access to it in any manner (*see Clauses 10, 12 and 13 of the General Terms of Website Use*), the Service Provider shall be entitled to **suspend** the Service instantly. If the Customer's violation under this Section is not proved, the Service Provider is obliged to activate the Service, and at the Customer's own discretion the term of the Contract shall be extended in proportion with the period of suspension, or the Customer shall become eligible to a proportionate fee refund. The Customer is obliged to act in cooperation with the Service Provider for the clarification of the given case. In case the Customer fails to act in cooperation, or its violating conduct is proved, it shall be deemed as the gross violation of the Contract.
  - 5 In case of the gross violation of the contract by the Customer, in particular in case of the Customer's breach of the provisions stipulated in the General Terms of Website Use or in Clauses V/1, V/2 and VIII of these GTC, the Customer shall be obliged to pay to the Service Provider a contractual penalty in an equivalent of the five-fold amount of the one-yearly Service Fees that are due in relation to the ordered Services, but at least **HUF 500,000**. The Customer is further obliged to compensate any damage incurred in excess of the **contractual penalty**.
  - 6 The Customer expressly waives - to the extent permitted by law - from enforcing any damage compensation or other demand against the Service Provider's senior officers in association with the legal transaction consummated with the Service Provider. The senior officers of the Service Provider may directly plead this limitation of liability.

#### **X Force majeure**

- 1 In the event of any force majeure (e.g. natural disaster, fire, explosion, strike, power outage, failure of Internet services), and if the Service Provider is not able to perform for reasons beyond its control (e.g. lack, fault of official data services, etc.), or when such an event is expected to occur, the Parties are obliged to notify each other promptly in writing, by describing the event and its impacts on the performance of the Contract.
- 2 In case such an event lasts for more than one (1) month, and for this reason the Contract cannot be performed, the Parties are obliged to agree on the necessary amendment of the Contract. If these negotiations remain ineffective for two weeks, either Party may withdraw from the Contract.

#### **XI Amendment of the Contract**

- 1 The Service Provider may amend the Contract (or these GTC, the Purchase Order, **the General Data Processing Agreement, the Privacy Notice**, the Product Description or Services Fees all forming parts of the Contract) at its own discretion.
- 2 The Service Provider notifies the Customer of any amendment of these GTC by placing the associated information on the website [www.bisnode.hu](http://www.bisnode.hu) and via electronic mail at least 30 days prior to the effective date of the amendment. In case the Customer does not give any statement in relation to the amendment until the effective date specified in the notice, this shall be regarded by the Parties as a legal statement for the acceptance of the amendment of these GTC as far the Civil Code it allows.

## **XII Termination of the Contract**

- 1 The Contract may be terminated in writing to the end of the settlement period by notice 30 days prior. In this case the Contract shall be terminated by the end of the settlement period (on the periodic settlement date). The notice may be sent by post, e-mail or fax to the registered office of the Service Provider.
- 2 In case the Customer miss to terminate the contract till the deadline set forth above, he is obliged to pay the fee due payment for the next settlement period.
- 3 Contracts concluded for definite terms may not be terminated by notice before the end of the contractual settlement period.
- 4 Either Party may terminate the Contract with immediate effect in writing in case the other Party has committed a gross violation of its contractual obligations, and in all the other cases when the other Party fails to discontinue its violating conduct even in spite of the written notice.  
The Service Provider is entitled to terminate the Contract with immediate effect particularly if
  - a) the Customer fails to fulfil its payment obligation even after the additional deadline set in the relevant written notice has passed;
  - b) the Customer grossly breaches any of its obligations defined in Clause VI/1 and VI/2.

## **XIII Data protection**

- 1 The Service Provider handles the Customer's personal and other data given by the Customer whether personally, at the online registration or during their discussion on the telephone in accordance with Clause III, or, if received by any other form under the provisions of this Contract, in line with the provisions of the Privacy Notice and the Customer's declaration made in the Purchase Order.
- 2 By accepting these GTC, the Customer gives his consent to the Service Provider making audio recordings of their telephone conversations in order to confirm the details of these conversations at any later date.
- 3 The **Privacy Notice** of the Service Provider is available here: <http://www.bisnode.hu/aszf>

## **XIV Miscellaneous provisions**

- 1 The provisions of these GTC shall be applicable as far as the Parties do not agree otherwise in any special agreement or a Purchase Order.
- 2 The currently effective and earlier versions of GTC shall be accessible and downloadable via the Service Provider's website ([www.bisnode.hu](http://www.bisnode.hu)). The version of the GTC being in effect from time to time shall be posted in the Service Provider's customer service office.
- 3 Any issue not regulated in these GTC shall be governed by the Civil Code, Act No. CVIII of 2001 on certain issues concerning on electronic commerce, Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ( "General Data Protection Regulation" or "GDPR" ) and on information society services, as well as the other relevant legal regulations.
- 4 For any legal dispute arising from or connected with this Contract, the Parties stipulate the exclusive competence and jurisdiction of the District Court of Budaörs and the Appeal Court of Tatabánya, depending on the given value at dispute.

These GTC shall become effective as of **25<sup>th</sup> May 2018**.