

Creditsafe Group End User Terms and Conditions

1. Agreement

- 1.1. This is an Agreement between the customer identified in the Order Confirmation ("the Customer") and Creditsafe Group, a société anonyme (public limited liability company) duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 6, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg and registered with the Registre de Commerce et des Sociétés, Luxembourg (Luxembourg Trade and Companies Register) under number B 262769 ("Creditsafe"). The Creditsafe Service ("Service") purchased by the Customer will consist of products detailed in the Order Confirmation
- 1.2. This Agreement consists of:
 - 1.2.1. the order confirmation issued by Creditsafe relating to the Service (the "Order Confirmation");
 - 1.2.2. these terms and conditions ("General Terms") and;
 - 1.2.3. to the extent applicable, the following additional terms:
 - 1.2.3.1. the compliance terms, where the Customer is to use the compliance services ("Compliance Terms");
 constitutes the entire agreement between the Customer and Creditsafe in relation to the Service.
- 1.3. By signing the Order Confirmation, or by accessing or using the Service, the Customer accepts the content of this Agreement. Unless otherwise stated in these General Terms, where (i) the terms of the Order Confirmation conflict with the General Terms, the General Terms shall take precedence and (ii) where the terms in the Compliance Terms/Commercial Credit Terms conflict with the terms of the Order Confirmation/General Terms, the Compliance Terms/Commercial Credit Terms shall take precedence.

FOR TRIAL CUSTOMERS ONLY

- 1.4. Creditsafe's website at <https://www.creditsafe.com/lu/en.html> (as amended from time to time) may give the Customer the opportunity to request:
 - 1.4.1. a free credit report in relation to a nominated business;
 - 1.4.2. a free demonstration of Creditsafe's standard website service; and/or
 - 1.4.3. a time-limited trial to access Creditsafe's standard website service or API, (collectively, the "Trial"). The free credit report and/or any other content and materials accessed by the Customer or provided to it pursuant to the Trial shall be referred to as the "Trial Content".
- 1.5. Clauses 1.5 to 1.12 shall apply to Customers who request a Trial only.
- 1.6. By submitting a request, the Customer warrants that it is a business customer and agrees to be bound by this Agreement. Where an individual submits a request on behalf of a Customer, he/she warrants that he/she has authority to bind the Customer to this Agreement.
- 1.7. By electronically accepting these General Terms or by accessing or using the Trial Content, the Customer requesting the Trial accepts the content of this Agreement and is entering into a legally binding agreement with Creditsafe for the provision of a Trial.
- 1.8. These General Terms shall constitute the entire agreement between the parties in relation to the Trial and/or Trial Content and shall apply to the exclusion of any other terms, including any terms that the Customer may seek to impose.
- 1.9. Clauses 1.2, 1.3, 1.4, 3, 6.7, 6.9, 8.1.1, 13, and 14 of this Agreement shall not apply to Customers who request a Trial.
- 1.10. Save for the clauses that do not apply to Customers requesting a Trial (which are listed in Clause 1.10), any reference to the "Service" in this Agreement shall be read as though referring to the Trial and/or Trial Content (as applicable) for those Customers who request a Trial only.
- 1.11. Subject to clause 8.1, where the Customer is given access to Creditsafe's services or the Trial Content through the Trial, it shall be limited to a fixed period of three (3) months, after which the Customer's access shall terminate.

FOR CUSTOMERS USING SELF SERVICE

- 1.12. Where the Customer uses Self Service to manage its account and users, the customer warrants, represents and undertakes to:
 - 1.12.1. use Self Service for business purposes only;
 - 1.12.2. ensure that users registered to the Customer's account use the Services and the Self Service function for legitimate business purposes only;
 - 1.12.3. any users added by the Customer to the Customer's account are employees of the Customer;

- 1.12.4. ensure that it has appropriate consents in place to use and/ or disclose its users information/ details; and
- 1.12.5. ensure that any information and/ or data added by the Customer (or its users) is accurate and legitimate and its use does not breach any laws or regulations.
- 1.13. The Customer grants Creditsafe a non-exclusive, perpetual licence to use any data and/or information uploaded by the Customer for analytical purposes.
- 1.14. The Customer acknowledges and agrees that Creditsafe doesn't accept any responsibility for information or data uploaded by the Customer or its users.
- 1.15. The Customer acknowledges and agrees that Creditsafe reserves the right to edit Customer account information and remove users and/or access to certain products and services.
- 1.16. The Customer accepts full responsibility for managing its account, including the actions of its employees and/or users. The Customer acknowledges that Creditsafe accepts no liability whatsoever for any loss or interruption to the Service arising from or in connection with the Customer's (or its users) use of the account or Services in a manner falling outside the terms of this Agreement.

2. Duration of the Agreement

- 2.1. This Agreement shall be in force from the date inserted on the Order Confirmation and continue for a period of 12 months unless otherwise stated in the Order Confirmation or if the Customer is a Customer requesting a Trial.
- 2.2. The Customer may be contacted during this Agreement period regarding new developments and products.
- 2.3. From time to time Creditsafe and/or a Data Provider (only in respect of the Services it provides (if applicable)) may, from time to time, at its absolute discretion, make and/or apply updates, removals, alterations, modifications and adaptations to the Service or any element of the Service (including but not limited to the way in which it delivers products and/or services and/or to modify the functionalities) ("Alterations"). Creditsafe will take reasonable steps to inform the Customer of these Alterations with as much advance warning as possible.
- 2.4. The Client acknowledges that Creditsafe may from time to time change the manner in which it provides (and the Client can access) the Services and/or suspend, amend or discontinue functionality or materials comprised within the Services. Only if such a change will have a direct material and adverse effect on the operation of Customer's business, to be determined at the sole discretion of Creditsafe, Creditsafe will notify Customer in writing three (3) months before such a change is implemented. Continued use of the Services shall constitute Client's consent to such changes.
 - 2.4.1. By way of derogation of clause 15.3, all disputes in connection with the assessment made by Creditsafe on the 'direct material and adverse effect on the operation of Customer's business' shall be referred to an independent expert to be agreed upon by Parties
- 2.5. Creditsafe does not warrant that the Customer's use of the Service will be uninterrupted or error-free and is not responsible for any, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Creditsafe shall have no liability (on any account whatsoever) to the Customer as a result of or related to such events.
- 2.6. This Agreement entitles the Customer to access and retain the Service for the purposes detailed in this Agreement and for the duration of the Agreement only. The rights to access and use the Service shall automatically lapse on termination or expiry of this Agreement. No subscriptions, rights or credits may be extended or carried over on any renewal, unless agreed in writing by Creditsafe. No refund shall be payable by Creditsafe in respect of any unused rights or credits.

3. Charges and Payment

- 3.1. In consideration of Creditsafe providing the Service, the Customer agrees to pay the sum specified in the Order Confirmation and or the invoice issued therewith ("the Invoice") on the times and dates specified therein. For the avoidance of doubt, all payments must be made within 21 days of the invoice date unless otherwise stated in the Order Confirmation or where the parties have agreed that payment shall be made by direct debit.
- 3.2. The Customer shall ensure that all information required for the correct issuance of invoices (including, without limitation, the Customer's correct legal name,



Creditsafe Group End User Terms and Conditions

trade register number and registered address and any other information reasonably required under applicable law) is complete, accurate and provided to Creditsafe in writing prior to invoice issuance.

- 3.3. Creditsafe shall not be liable for any delay in invoicing, re-issuance of invoices, or consequences thereof arising from incomplete, inaccurate or late provision of such information by the Customer.
- 3.4. Any request by the Customer to amend or re-issue an invoice due to incorrect or incomplete information provided by the Customer may result in an administrative charge and shall not affect the original payment due date, unless otherwise agreed in writing by Creditsafe.
- 3.5. Any delay in payment resulting from incorrect or incomplete invoice information provided by the Customer shall not constitute a valid reason for late payment, and statutory or contractual interest shall continue to accrue in accordance with this Agreement.
- 3.6. The use of the Service implies the immediate acceptance of the invoices.
- 3.7. Subject to clause 3.7, if the Customer fails to pay the amount specified on the Order Confirmation and/or invoice on the times and dates agreed the full amount will become due with immediate effect.
- 3.8. In the event that the Service is suspended in accordance with clause 8, then Creditsafe shall be under no obligation to:
 - 3.8.1. Re-instate the Service and/or;
 - 3.8.2. Recompense the Customer in respect of any period of suspension from the time of payment default to receipt of payment.
- 3.9. Failure by the Customer to pay any due sum under the Agreement will result in the Customer being in default by operation of law, and all outstanding amounts will become due immediately. In that context, the Customer shall be liable to pay interest to Creditsafe on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC PLC, accruing on a daily basis until payment is made, whether before or after any judgment.
- 3.10. Creditsafe reserves the right to claim interest and compensation under the Luxembourgish law of 18 April 2004 on payment delay and default interest. Creditsafe reserves the right to claim reasonable costs for obtaining payment out of court.
- 3.11. The Customer agrees to fully indemnify Creditsafe against all third party costs incurred in the pursuit of payment.
- 3.12. Without prejudice to the generality of the foregoing provisions of this clause 3, where the Customer and Creditsafe agree that the Customer shall pay the amount specified in the Order Confirmation by direct debit then:
 - 3.12.1. Creditsafe will use reasonable endeavours to contact the Customer by telephone to complete the direct debit mandate (which shall for the avoidance of doubt include the Customer providing its bank details and authorisation to any direct debit payments).
 - 3.12.2. Where the Customer and Creditsafe are unable to complete the direct debit payment mandate within two working days of the date of the Invoice ("the Invoice Date"), then payment of the full amount of the sum specified in the Order Confirmation will become due within 21 days of the Invoice Date. In the event that the Customer fails to pay the sum due within the aforementioned 21 days, the full amount will become due with immediate effect and clauses 3.3 to 3.6 of this Agreement shall apply in full force and effect.
 - 3.12.3. Where Creditsafe attempts to take a payment by direct debit and the payment fails for whatever reason, payment for the full amount of the sum specified in the Order Confirmation will become due immediately and clauses 3.3 to 3.6 of this Agreement shall apply. The Customer accepts that it shall be liable for any bank charges incurred by Creditsafe as a result of a failure of a direct debit attempt.
 - 3.12.4. For the avoidance of doubt the provisions of this clause 3.7 shall only apply to Customers paying by direct debit.
- 3.13. The Customer acknowledges and agrees that:
 - 3.13.1. Creditsafe may collect payment information relating to the Customer and its payment of Creditsafe's invoices, which will be used by Creditsafe as part of its products/services;
 - 3.13.2. any failure by the Customer to pay Creditsafe's invoices on time may have an adverse impact on the Customer's credit rating; and

- 3.13.3. Additional Services: The Customer may request, and Creditsafe may agree (at its absolute discretion) to provide (at an extra charge) additional (i) Creditsafe services; and/or (ii) reports beyond the usage limits set out in the Order Confirmation ("Additional Services"). Creditsafe shall be entitled to invoice the charges for any Additional Services at any time after placement of the Customer's order for the Additional Services, and invoices shall be payable (without deduction or set-off) within 21 days of the invoice date, unless otherwise agreed with Creditsafe.
- 3.13.4. Inflationary, economic, political or organizational developments give Creditsafe the right to increase the prices of the prices of products or services at the time of (early) extension of the Agreement with a maximum of the evolution of the consumer price index (IPCN NICP (National Consumer Price Index))
- 3.13.5. Such developments shall also give Creditsafe the right to increase its prices annually in the course of an Agreement with a maximum of the consumer price index (IPCN NICP (National Consumer Price Index))

4. Creditsafe's Proprietary Rights

For the purpose of this Agreement:

- (a) "Data Provider" a third party provider to Creditsafe whose services, data, information, software or other material is supplied as part of the Service.
- (b) "Documentation" means the documents (if any) made available to the Customer by Creditsafe from time to time, which sets out a description of the Services and the user instructions for the Service;
- (c) "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and
- (d) "Output Data" means the data or information, in whatever form, provided by Creditsafe in the course of providing the Service.

- 4.1. Except as expressly provided herein, the provision of or access to the Service, Documentation and/or Output Data does not grant the Customer any database rights or rights in the copyright, trademarks or any other Intellectual Property Rights of Creditsafe or any third party.
- 4.2. The Service, Documentation and Output Data is protected by Intellectual Property Rights. All Intellectual Property Rights in or arising out of or in connection with the Service, Documentation and Output Data shall be owned by Creditsafe or, where relevant, its third party subcontractors or the Data Providers (or their licensors).
- 4.3. The Customer is not permitted and will not allow any third party to copy, adapt, alter, modify, reverse engineer, disassemble, develop, create any derivative work, de-compile or otherwise interfere with any element of the Service, Documentation or Output Data without Creditsafe's written permission. Creditsafe may take steps to assist identification of its Service, Documentation and/or Output Data.
- 4.4. The Customer must take appropriate steps and adequate measures to protect against the misuse and/or unauthorised access of the Services, Documentation and Output Data.

5. Data Protection

For the purpose of this Agreement:

- (a) "Data Protection Legislation" means all data protection and privacy legislation and regulatory requirements in force from time to time which apply to a party including (to the extent applicable) (i); the General Data Protection Regulation ((EU) 016/679) ("GDPR") (ii) the Grand Duchy of Luxembourg Implementation Act of the GDPR Implementation Act of the GDPR; and (iii) any successor legislation to any of the foregoing, together with and any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice,



Creditsafe Group End User Terms and Conditions

approved codes of conduct or approved certification mechanisms issued by the National Data Protection Commission (Commission Nationale pour la Protection des Données – CNPD) or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation from time to time;

(b) **"data controller"**, **"personal data"**, and **"processing"** have the definitions contained in the Data Protection Legislation;

(c) **"SCC"** means, to the extent applicable:

a. the European Commission's Standard Contractual Clauses for data transfers between EU and non-EU countries, as set out in the Annex to Commission Implementing Decision (EU) 2021/914 (as may be updated by Creditsafe from time to time), or such alternative clauses as may be approved by the European Commission from time to time (**"EU SCC"**); and/or

b. the ICO's International Data Transfer Agreement for the transfer of personal data from the UK to an entity located in a Third Country (as defined in clause 5.8) (as may be updated by Creditsafe from time to time), or such other alternative agreement as may be approved by the UK from time to time (**"IDTA"**); or the ICO's International Data Transfer Addendum to the EU SCC (as may be updated by Creditsafe from time to time).

5.1. This clause sets out the framework for the sharing of personal data between the parties as independent data controllers.

5.2. The Customer is responsible for establishing the lawful basis for processing personal data obtained pursuant to use of the Services and maintaining compliance with the Data Protection Legislation in connection with such data. The Customer shall ensure that all applicable data subject rights are available to applicable individuals.

5.3. The Customer acknowledges that accessing personal data through the use of the Services is only permitted where the Customer has a lawful basis for doing so and the Customer warrants that it shall only request personal data where the Customer has a lawful basis for doing so.

5.4. The Customer agrees that it shall only access and use the Services for the purpose of credit checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement, debtor trace and other lawful business due diligence purposes.

5.5. The Customer acknowledges that it is its duty to record and demonstrate the existence of its lawful basis for processing.

5.6. Where the Customer uses the monitoring service, Creditsafe will inform the Customer by email whenever there is a relevant change in the data monitored. The Customer shall stop the monitoring service for monitored data when the Customer ceases to have a lawful basis for processing that data.

5.7. Where the Customer provides Creditsafe with any data or information (including but not limited to account and user information as part of Self Service) which includes personal data to enable Creditsafe to provide the Service, the Customer warrants that it has a lawful basis for doing so and that it has complied with the transparency requirements set out in Articles 13 and 14 of the EU GDPR as applicable and all other aspects of applicable Data Protection Legislation.

5.8. Subject always to clause 6.2, in the event that any of the personal data made available by Creditsafe as part of the Service is transferred to a Customer (or any group company or affiliate of a Customer (**"Group Company"**) if and solely to the extent expressly allowed by the terms of this Agreement) based outside the the European Economic Area (**"EEA"**) in a country or territory that has not been granted adequacy status pursuant to the EU GDPR (as appropriate) (a **"Third Country"**) pursuant to this Agreement, the SCC shall apply to such transfers, as applicable. For the purpose of the EU SCC, the data exporter shall be Creditsafe, and the data importer shall be) the Customer (or its Group Company) located in the Third Country. The Customer shall also at all times comply with any applicable local laws in the relevant jurisdiction.

Prior to the transfer of any personal data by Creditsafe to a Group Company based outside the EEA in a country or territory that has not been granted adequacy status pursuant to the EU GDPR (as appropriate) (if and solely to the extent that such a transfer is expressly permitted by Creditsafe in accordance with clause 5.2), the Customer acknowledges and agrees that such Group Company shall be required to enter into SCC directly with Creditsafe before accessing and/or using the Service (and the data included therein). As such, the Customer shall not provide any Group Company based in a Third Country with data obtained from the Service or otherwise allow the Group Company to access

the Service (or the data included therein) in any way or by any means prior to such Group Company properly entering into the SCC directly with Creditsafe in the form described above (and prior to a copy of such signed SCC having been provided to Creditsafe). Further, the Customer warrants that it shall procure the compliance of any such Group Company with the terms and conditions set out in this Agreement.

5.9. In the case of a conflict or ambiguity between any of the provisions of this Agreement and the SCC, the provisions of the SCC will prevail.

5.10. The parties agree that if:

5.10.1. the Data Protection Legislation changes in such a way that Creditsafe considers that any provisions of this Clause 5 (including the SCC) are no longer adequate for the purposes of governing lawful data sharing exercises (including, for the avoidance of doubt, any subsequent changes made to the Data Protection Legislation and/or the SCC as a result of any change in the United Kingdom's adequacy status pursuant to the EU GDPR); and/or

5.10.2. the SCC are amended, replaced and/or superseded by any new standard contractual clauses approved by a competent authority, then Creditsafe may adapt, update or replace the terms of this Clause 5 as it considers reasonably necessary in light of such changes.

Artificial Intelligence Systems

Customer Processing of Output Data in AI Systems

5.11. The following definitions apply to the remainder of clause 5 in respect of Artificial Intelligence;

"AI Data" means the data generated by the Customers from the AI Systems processing of Creditsafe Output Data.

"AI System" means the AI model(s), components, and related tools provided or operated by the Customer that generate outputs using Creditsafe Output Data.

"AIM System" means any system comprising hardware, software, and networked components that uses machine learning models (whether supervised, unsupervised, or reinforcement-based), neural networks, natural language processing systems, large language models (LLMs), predictive analytics tools, generative AI, computer vision systems, and any other automated systems or algorithms that process data, make decisions, or generate outputs based on patterns, inferences, or probabilistic logic that automatically monitors, manages, and / or documents.

"Artificial Intelligence Legislation" means all artificial intelligence legislation and regulatory requirements in force from time to time which apply to a party including (to the extent applicable) the Artificial Intelligence Act (Regulation (EU) 2024/1689).

"EU AI Act" means Regulation (EU) 2024/1689.

"Good Industry Practice" in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.

"High Risk System" means AI system classified as high-risk under the EU AI Act.

5.12. The following terms govern the Customer's collection, use, disclosure, storage, and other Processing of Output Data using AI Systems and or AIM Systems and apply in addition to the Agreement between Creditsafe and the Customer. In case of conflict, these terms prevail in relation to AI governance, unless expressly stated otherwise. Nothing in this Agreement shall be construed as making Creditsafe a provider, deployer or joint provider of the Customers AI Systems or AIM System for the purposes of the EU AI Act.

5.13. **Permitted use of Data and Prohibited Use of Data.** Subject to strict compliance with the terms of this Agreement Customer shall have the right to use the Output Data in its internal AI Systems and AIM Systems for its own internal business purposes only provided that such use (a) does not involve training, fine-tuning or improving AI models using Output Data, (b) does not result in Output Data being disclosed to, retained, or controlled by any third parties and (c) complies with all Artificial Intelligence and Data Protection Legislation. Customer shall not at any time, and is strictly prohibited from, using Output Data in any AI System to train, fine tune, improve or develop AI models or reverse engineer Output Data in any way including in a way which directly or indirectly competes



Creditsafe Group End User Terms and Conditions

with or infringes on any aspect of the Creditsafe Service. Customer shall not at any time, and is strictly prohibited from, processing Output Data in any AI System where it or a third party becomes the owner and or controller of that data. If the Customer licences AI Systems from a third party, the Customer shall ensure that the third party shall not have any right to use the Output Data in any way and shall be strictly prohibited from using the Output Data in respect of AI product development and or training its own AI models / AI Systems. The Customer shall not, and is strictly prohibited from, processing the Output Data using any open-source Artificial Intelligence System or AIM System, whether for training purposes or otherwise, without Creditsafe's separate prior written consent. The Customer must not use the AI System for any purposes prohibited under the EU AI Act or other Applicable Law. Creditsafe may suspend or terminate Customer access to Output Data and any other data where necessary to prevent or address prohibited or unlawful use. Breach of this clause 5.13 shall be deemed to be a material breach by the Customer. For the avoidance of doubt the Customer shall not use Creditsafe scores, ratings and / or limits in any AI or AIM System and shall not use Output Data, scores, ratings and / or limits to train an AI model to iterate, develop and/ or improve a product intended to be accessed by its own customers or other third parties.

- 5.14. **Transparency.** Customer shall make available to Data Subjects a clear and accessible transparency notice describing the types and sources of Data used by the AI System, purposes of Processing, categories of recipients, retention periods, international transfers, the existence of automated decision-making including profiling where applicable, and key characteristics and limitations of the AI System, including reasonably foreseeable risks of misuse.
- 5.15. **Customer Disclosures.** The Customer will ensure Data Subjects are provided with appropriate privacy information and notices, including any information required where the AI System is used to make or support decisions with legal or similarly significant effects.
- 5.16. **Classification and intended purpose.** The Customer will document the intended purpose and classification of the AI System under the EU AI Act, including whether it is a High-Risk System.
- 5.17. **High-Risk obligations.** Where the AI System is a High-Risk System, the Customer will implement and maintain: a risk management system; appropriate data governance and management practices; technical documentation; logging capabilities; transparency and provision of information to deployers; human oversight measures; accuracy, robustness, and cybersecurity measures; conformity assessment and CE marking where required; and post-market monitoring and incident reporting.
- 5.18. **Risk management.** The Customer will identify, analyse, and mitigate reasonably foreseeable internal and external risks to the security, confidentiality, integrity, risks to health, safety, fundamental rights, and discriminatory outcomes arising from the AI System's use in its intended context. Residual risks and known limitations will be documented and communicated to Data Subjects in the transparency notice and deployment guidance.
- 5.19. **Policies and training.** The Customer will maintain internal policies, assign responsibility for AI governance, and provide training appropriate to personnel roles.
- 5.20. **Records and audit.** The Customer will maintain records demonstrating compliance with these AI terms, applicable laws and the EU AI Act.
- 5.21. **Human review.** Where the AI System contributes to decisions with legal or similarly significant effects, the Customer will ensure that Data Subjects have access to meaningful human review, and explainability appropriate to the context is provided, consistent with applicable laws and the EU AI Act. The Customer will ensure the AI System has human oversight, accuracy thresholds, and operational constraints, and will promptly notify Creditsafe of material incidents or performance anomalies affecting Creditsafe Output Data.
- 5.22. **Lawful use.** The Customer will use the AI System and Output Data in compliance with applicable laws and these Terms, and will not input or solicit unlawful content.
- 5.23. **Security.** The Customer will implement robust security measures for its environments, credentials, and data, consistent with Good Industry Practice and will promptly notify Creditsafe of any suspected compromise relating to the AI System. Customer will ensure the Output Data is kept secure and encrypted when incorporated into any Artificial Intelligence System, using at least Advanced

Encryption Standard (AES) with a minimum 256-bit key. Customer must prevent unauthorised access, copying, modification, storage, reproduction, display, or distribution of the Output Data, and promptly remediate any such occurrences

- 5.24. **AI interaction disclosure.** Where Data Subjects interact with the AI System, the Customer will ensure they are informed that they are interacting with AI unless this is obvious from the context.
- 5.25. **Labelling.** Where the Customer produces AI content in any instance that requires it to be identified/ disclosed, the Customer must include the appropriate notices or labels. The Customer must apply these notices in line with any applicable laws and any labelling or disclosure guidance. .
- 5.26. **Incidents.** The Customer will maintain processes to detect, assess, and remediate security incidents and serious incidents under the EU AI Act. The Customer shall promptly notify Creditsafe of any misuse, unauthorised access or loss of the Output Data and fully cooperate with Creditsafe's investigations into such occurrences and bear the costs of remediation. The Customer acknowledge that Creditsafe may suspend the Customer's rights under this Agreement if any misuse, breach, or security incident is not promptly remedied.
- 5.27. **Notifications.** For serious Data Protection incidents under the EU AI Act, the Customer will make required notifications to competent authorities. A serious incident is defined as an event involving high-risk or general purpose AI systems that results in significant harm or disruption e.g. serious and irreversible disruption to critical infrastructure, serious cybersecurity breaches, death of a person, serious harm to a person's health, infringement of fundamental rights under EU law, or serious harm to property or the environment ("Serious Incidents"). Customers must report Serious Incidents to the national market surveillance authority in the member state where the incident occurred, following the timeframe set out in Article 73 of the EU AI Act. The Customer shall notify Creditsafe without undue delay upon becoming aware of any Serious Incident involving Creditsafe Output Data and shall provide reasonable cooperation and information to support investigation, remediation, and any required regulatory notifications.
- 5.28. **Access to information.** The Customer will make available to the Data Subjects information reasonably necessary to understand the AI System's intended purpose, performance metrics, known limitations, data sources by category, and explainability features.
- 5.29. **Benchmarks.** AI System performance statements will be supported by documented evaluation methodologies and relevant benchmarks appropriate to the use case, noting context and limitations.
- 5.30. **Explainability.** The Customer will implement explainability appropriate to the model type and context, including descriptions of features, factors, or input importance where technically feasible.
- 5.31. **Warranty.** Customer warrants to Creditsafe that it shall comply with the EU AI Act in respect of data processed using AI Systems.

6. Customer Obligations and Conduct

6.1. The Customer shall:

- 6.1.1. provide Creditsafe with all information and assistance required to perform its obligations under this Agreement, and warrants that all such information shall be true, complete, accurate, not misleading, and in the agreed format. The Customer shall verify all information prior to submission and promptly correct any errors or omissions not to do anything to harm Creditsafe's reputation;
- 6.1.2. not to do anything to harm Creditsafe's reputation;
- 6.1.3. abide by all laws & regulations applicable to its use of the Service and the data contained therein, including but not limited to full compliance with all aspects of Data Protection Legislation, Artificial Intelligence Legislation, anti-bribery and anti-corruption legislation;
- 6.1.4. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means. You will not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services. You will not access all or any part of the Services in order to build a product or service which competes with the Services nor will you use the Services to provide services to third parties. Use of any



Creditsafe Group End User Terms and Conditions

automated system or software to extract data from the Site, the Application or the Services ("screen scraping") is expressly prohibited;

6.1.5. promptly notify Creditsafe of any suspected or actual breach of the terms of this Agreement;

6.1.6. restrict access to the Service to those employees who have a need to know as part of their official duties;

6.1.7. ensure that none of its employees (i) obtain and/or use any Output Data for personal reasons, or (ii) transfer any Output Data to any party except as permitted under this Agreement;

6.1.8. keep all User IDs and related passwords, or other security measures used to access the Service confidential and prohibit the sharing of User IDs. "User ID" means the subscriptions purchased by the Customer which entitle employees of the Customer to access and use the Services and documentation in accordance with this Agreement; and

6.1.9. immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination.

6.2. The Service made available to the Customer is a non transferable license and is provided solely for the Customer's own internal use within the Grand Duchy of Luxembourg unless otherwise agreed by the parties in writing (including, without limitation, in respect of any use of the Service by a group company or affiliate of the Customer). The Customer may not sell, transfer sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of any third party, any of the Service. The Customer may not include the Service in any product or service which the Customer sells.

6.3. The Information provided by Creditsafe may be used by the Customer to gather knowledge about a company but may not be used as the sole source to assess the creditworthiness of that company. The Customer shall always form its own judgment through its own interpretation and application of the trade information received and shall be solely responsible for its recommendations, predictions, comments and/or actions resulting from this judgment.

6.4. During this Agreement the Customer agrees not to attempt to gain unauthorised access to the Service or modify the same.

6.5. The Customer shall only take such copies of the Service as are reasonably required for the use of the Service in accordance with this Agreement.

6.6. Unless otherwise detailed within your Order Confirmation, the use of the Service provided under the terms of this agreement is limited to one designated user any may not be used by any other person other than the designated user. The use of the Service by more than one individual, either simultaneously or otherwise will require the provision of additional licenses.

6.7. **ONLY APPLICABLE IF THE CREDITSAFE SELLS CONSUMER REPORTS:** If the Customer receives consumer reporting services (**Consumer Service**), the Customer undertakes and warrants that it shall only use the Consumer Service to conduct searches for which it has obtained prior consent from the relevant individual and it shall not use the Consumer Service for any tracing, debt collection or private investigation activities. The Consumer Service is also subject to Supplementary Terms and the Customer agrees to comply with such terms.

6.8. The Customer acknowledges, accepts and agrees that, in respect of the Consumer Service, any searches for/ requests additional address data on a consumer, each additional search will count as one credit which shall be deducted from the balance set out in the Order Confirmation.

6.9. If the Customer receives prospecting or marketing information (**Prospecting Data**), the Customer is licensed to utilise the Prospecting Data for internal marketing purposes only. The Customer is responsible for determining on which lawful basis it shall utilise the Prospecting Data pursuant to the Data Protection Legislation and for compliance with all legal and regulatory requirements in relation to such Prospecting Data, including the Telephone Preference Service, Commercial Telephone Preference Service, and DMA guidelines.

6.10. If the Customer shall be granted access to the API it shall:

6.10.1 Not transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code including code injection designed to adversely affect the operation of any computer software or hardware;

6.10.2 Not manually (or via software/ other systems) overload/ excessively flood the API with requests for Information. The Customer acknowledges and agrees that this might lead to unavailability of the API. The Customer shall inform Creditsafe promptly in the event of a denial of service attack and in the event of such incident shall work with Creditsafe (if required) to alleviate the situation as quickly as possible and in such circumstances, Creditsafe may suspend the Customer's access to the API;

6.10.3 ensure that appropriate safety and security systems and procedures are maintained and enforced to prevent unauthorised access or damage to the API, the Customer's system and related networks or resources, in accordance with good industry practice.

6.10.4 (at its own cost) ensure that its system is designed, maintained and upgraded at all times so as to minimise the risk of attack by viruses. The Customer agrees that if viruses are found, it shall (at its own cost) co-operate with Creditsafe to reduce the effect of the viruses.

6.10.5 Creditsafe if it suspects or uncovers any breach of security, and shall use all commercially reasonable endeavours to promptly remedy such breach.

6.10.6 Build the API connection between Creditsafe and the Customer at its own costs.

7. Warranties and Limitation of Liability

7.1 The Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Creditsafe to guarantee. Whilst Creditsafe aims always to maintain a quality, fully operative service, the Service, Output Data and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied.

7.2 Specifically neither Creditsafe nor any of its Data Providers gives the Customer any warranty or assurance about the contents of the Service and/or the Output Data. Whilst Creditsafe does endeavour to maintain the accuracy and the quality of the Service and the Output Data, information contained may be incorrect or out of date. Therefore any use of the Service and/or Output Data is at the Customer's own risk.

7.3 Subject to clause 7.5, Creditsafe and its Data Suppliers shall not be liable for any indirect or consequential loss. Creditsafe and its Data Providers shall not be liable for the following types of financial loss (whether direct or indirect); loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.

7.4 Where any matter gives rise to a valid claim against Creditsafe its liability shall be limited to a sum equal to the sum paid for the Service supplied under this Agreement in the year the claim arises.

7.5 Nothing in this clause 7 or any other provision of this Agreement shall seek to exclude or limit liability for death or personal injury caused by negligence, or for breach of its obligation under Applicable law, fraud or fraudulent misrepresentation or any other liability that cannot be lawfully excluded or limited.

7.6 Each party to this Agreement warrants that it has obtained and will continue to hold all necessary licenses, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement.

8. Termination

8.1. Creditsafe shall be entitled to terminate this Agreement with immediate effect by giving written notice to the Customer if:

8.1.1. the Customer fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

8.1.2. the Customer commits a material breach of its other obligations under this Agreement and (if remediable) fails to remedy that breach within 14 days of receipt of notice requiring it to do so;

8.1.3. the Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order



Creditsafe Group End User Terms and Conditions

or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction (to the extent such action is permitted by applicable laws).

- 8.2. Notwithstanding its right to terminate the Agreement, where Creditsafe reasonably believes the Customer has breached any provision of this Agreement Creditsafe may, with immediate effect and without notice, suspend access to the Service.
- 8.3. Creditsafe may terminate part or all of the Services with immediate effect by giving written notice to the Customer if any agreement between Creditsafe and a Data Supplier, granting Creditsafe the rights to provide the Services expires or is terminated for any reason.
- 8.4. Upon termination or expiration of this Agreement:
 - 8.4.1. all rights and licences granted under this Agreement, including the right to access and use the Service, shall immediately terminate;
 - 8.4.2. the Customer must delete all and any part of the Service (including any data or reports obtained via the Service) held by the Customer in any format and the Customer may not make any further use of the Service (or the data obtained from use of the Service);
 - 8.4.3. the Customer shall immediately pay to Creditsafe all of Creditsafe's outstanding and unpaid invoices;
 - 8.4.4. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
 - 8.4.5. clauses 3, 4, 5, 6, 7, 8, 9 and 12 shall continue with full force and effect.

9. Indemnity

- 9.1. The Customer agrees to indemnify, defend and hold Creditsafe, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party (including any Data Provider) or incurred or suffered by Creditsafe or its parents, subsidiaries, affiliates, officers or employees in connection with:
 - 9.1.1. any breach by the Customer's of this Agreement;
 - 9.1.2. any breach by the Customer of any applicable laws and regulations; or
 - 9.1.3. any use by the Customer, whether authorised or unauthorised, of any Artificial Intelligence System in connection with this Agreement, including without limitation any use, processing, modification, or dissemination of the Output Data in connection with such system.

10. Assignment

- 10.1. Creditsafe may assign the benefit and novate the burden of this Agreement.
- 10.2. The Customer shall not assign or transfer any rights or obligations under the Agreement without Creditsafe's prior written consent.

11. Force Majeure

- 11.1. Creditsafe will not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of Creditsafe, including without limitation Internet outages, communications outages, power failures, fire, flood war or act of God.

12. Confidentiality

In this clause 12 the term "Confidential Information" means information, in any form, of a confidential or proprietary nature disclosed by one party to the other which is marked as confidential; or is identified as confidential at the time of disclosure; or would be regarded by a reasonable business person as being confidential, including but not limited to information regarding the disclosing party's business, customers, employees, suppliers, software, products, know-how, processes and business intentions. "Confidential Information" shall also

include the Service and the Output Data belonging to Creditsafe and/or its Data Providers;

- 12.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
 - 12.2.1 To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - 12.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 12.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

13. Ledger 3D

- 13.1. In the event that the Customer receives the Service via Creditsafe's interactive risk management tool, "3D Ledger", the Customer shall provide Creditsafe with information relating to its debtors ledger ("the "Payment Data").
- 13.2. The Customer hereby grants Creditsafe a non-exclusive, non-transferable, irrevocable, perpetual licence to include the Payment Data in products and services that Creditsafe will make available to its customers.

14. Risk Intelligence Data tool

- 14.1 Where the Customer uses Creditsafe's risk intelligence network tool "Risk Intelligence", the Customer hereby grants to Creditsafe and the Creditsafe Group, for the benefit of Creditsafe and the Creditsafe Group, a non-exclusive, perpetual, transferable licence to use the risk intelligence network data provided by the Customer ("Risk Intelligence Data") for any purpose (whether alone or in combination with any other data) including:
 - 14.2 to generate further data which Creditsafe and the Creditsafe Group may make available to customers, resellers and data partners of Creditsafe and the Creditsafe Group; and
 - 14.3 for the purposes of internal analytics by Creditsafe and/or the Creditsafe Group,
 - 14.4 "Creditsafe Group": means collectively any member of the Creditsafe group of companies from time to time, including but not limited to Creditsafe and any subsidiary, holding company or affiliate from time to time of Creditsafe, and any subsidiary or affiliate from time to time of a holding company of Creditsafe.
- 14.5 Creditsafe may only divulge information in respect of the origin of Risk Intelligence Data if required by law or with the prior consent of the Customer.
- 14.6 The Customer warrants that the licence of the Risk Intelligence Data complies with the relevant provisions of Data Protection Legislation and any other applicable legislation and that the Customer has all necessary approvals, licences, notices and consents in place to share the Risk Intelligence Data with Creditsafe and the Creditsafe Group.

15. International Credit Reports

- 15.1. Company credit reports providing details of companies based outside the Grand Duchy of Luxembourg are provided on a subject to availability basis, and the countries from which reports are available may vary throughout the course of the term of this Agreement.
- 15.2. Company credit reports providing details of companies outside the Grand Duchy of Luxembourg are provided within the specific timeframes detailed at the Creditsafe website.
- 15.3. The customer acknowledges, accepts and agrees that each Company credit report request made by the Customer made in respect of any given business will be deducted from the credit balance set out in the Order Confirmation. For the avoidance of doubt, if a company credit report is requested multiple times on the same company on the same day or otherwise, each time a report is requested one credit will be deducted from the balance set out in the Order Confirmation.



16. Miscellaneous

- 16.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.
- 16.2. Except for any rights of (i) data subjects as set out in the SCC; and/or (ii) any Data Supplier (in each case, to the extent applicable), the parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement.
- 16.3. The terms of this Agreement, the provision of the Service, the relationship between the Customer and Creditsafe and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by the laws of the Grand Duchy of Luxembourg. The Customer agrees irrevocably to submit to the exclusive jurisdiction of the courts of Luxembourg City to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.
- 16.4. The failure of Creditsafe to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. The Service is subject to availability.
- 16.5. Should any third party data become unavailable to Creditsafe, Creditsafe shall be entitled to obtain a similar service from another third party supplier.
- 16.6. Creditsafe may unilaterally vary any term of this Agreement in order to comply with any legislation applicable to the provision of the Services.
- 16.7. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

17. Media Solutions

- 17.1. Creditsafe is not responsible for the quality or availability of the content produced by the media sources. Should any of the Media Solutions service and content be deemed to be infringing any law or right of a third party, Creditsafe has the right to remove the infringing material without obtaining the Customer's consent. Creditsafe will be entitled to take all such steps that it considers to be necessary for the purpose of bringing an end to such infringement. Creditsafe is not liable for Customer's negligence or misuse of the Media Solutions service or content from third parties. Where access to websites require payments the customer will be responsible for paying the same.

