

Creditsafe Nederland B.V.
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 Nederland B.V. (“**Creditsafe**”) a company incorporated in the Netherlands under registered number 34288893 at the registered address Jan Pietersz. Coenstraat 10, 2595 WP The Hague.
- 1.2. The Creditsafe service (“**Service**”) purchased by the Customer will consist of products detailed in the Order Confirmation and may include the following:
 - 1.2.1. Company Credit Reports and Check&Decide (which provide information on and assessment of the creditworthiness of third parties via the internet); and/or
 - 1.2.2. Provision of marketing and prospecting data via the internet; and/or
 - 1.2.3. Services provided in conjunction with third parties (including provision of consumer reporting services and Creditsafe Protect) which may be subject to additional terms.
- 1.3. This Agreement consists of the order confirmation issued by Creditsafe relating to the Service (the “**Order Confirmation**”) and these terms and conditions detailed in this Agreement and constitutes the entire agreement between the Customer and Creditsafe in relation to the Service.
- 1.4. 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 terms and conditions, where the terms of the Order Confirmation conflict with these terms and conditions, these terms and conditions shall take precedence.

FOR TRIAL CUSTOMERS ONLY

- 1.5. Creditsafe’s website at www.creditsafe.com/nl (as amended from time to time) may give the Customer the opportunity to request:
 - 1.5.1. a free Company Credit Report in relation to a nominated business; and/or
 - 1.5.2. a free demonstration of Creditsafe’s standard website service; and/or
 - 1.5.3. a time-limited trial to access Creditsafe’s standard website service or API, (collectively, the “**Trial**”). The free Company 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**”.
- 1.6. Clauses 1.5 to 1.12 shall apply to Customers who request a Trial only.
- 1.7. 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, the individual warrants that it has authority to bind the Customer to this Agreement.
- 1.8. By electronically accepting these terms and conditions 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.

- 1.9. These terms and conditions 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.
- 1.10. Clauses 1.2, 1.3, 1.4, 3, 5.7, 5.8, 7.1.1, 13, 14 and 15 of this Agreement shall not apply to Customers who request a Trial.
- 1.11. 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.
- 1.12. Subject to clause 7.1, where the Customer is given access to Creditsafe’s services or the Trial Content through the Trial, it shall be limited to the between Creditsafe and the Customer agreed term but with a maximum of three (3) months, after which the Customer’s access shall terminate.

2. Quotation and Agreement

- 2.1. Quotations issued by Creditsafe will be valid for a period of no longer than 30 days from date of the quotation, unless stated otherwise. Creditsafe will only be bound to quotations if the acceptance of such is confirmed by the Customer in writing within 30 days, unless stated otherwise.
- 2.2. 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.
- 2.3. The Customer may be contacted during this Agreement period regarding new developments and products, and the Customer agrees to being so contacted.
- 2.4. From time to time Creditsafe may at its absolute discretion, make and/or apply updates, alterations, modifications and adaptations to the Service or any element of the Service (“**Alterations**”). Creditsafe will take reasonable steps to inform the Customer of these Alterations with as much advance warning as possible.
- 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 delays, delivery failures, 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.

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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 received by Creditsafe within 21 days of the invoice date unless otherwise stated in the Order Confirmation.
- 3.2. All prices referred to in this Agreement are exclusive of Dutch VAT (*Dutch: BTW*) or other similar turnover taxes. Such taxes are payable together with the amounts that the taxes relate to.
- 3.3. 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 CBS Dienstenprijzen; commerciële dienstverlening en transport, index.

Such developments shall also give Creditsafe the right to increase its prices annually in the course of an Agreement with a maximum of the CBS Dienstenprijzen; commerciële dienstverlening en transport, index.
- 3.4. In the event that the Service is suspended in accordance with clause 7, then Creditsafe shall be under no obligation to:
 - 3.4.1. Re-instate the Service; and/or
 - 3.4.2. Recompense the Customer in respect of any period of suspension from the time of payment default to receipt of payment.
- 3.5. If the Customer fails to pay Creditsafe any sum due pursuant to the Agreement, the Customer will be in default by operation of law (*Dutch: van rechtswege*) and all the amount(s) outstanding will become due with immediate effect. The Customer shall be liable to pay interest to Creditsafe on such sum from the due date for payment at the annual rate of 2% above the statutory commercial interest rate, accruing on a daily basis until payment is made, whether before or after any judgment.
- 3.6. If the Customer is declared bankrupt or is granted moratorium (*Dutch: surseance van betaling*) or a resolution for the dissolution or liquidation of its company is adopted or if the Customer is in default with respect to any of its obligations hereunder, then, in any of such event, the principal of the amount outstanding to Creditsafe under this Agreement and any interest accrued thereon shall be immediately due and payable without presentment, demand, protest or notice of any kind.
- 3.7. Creditsafe reserves the right to claim reasonable costs for obtaining payment out of court. Such costs for the obtaining of payment shall amount to 15% of the principal sum. If and to the extent that there is a situation in which the said percentage for the calculation of these costs for the obtaining of payment cannot be applied, such costs shall be calculated in accordance with the existing legislation and regulations, and in particular the provisions

- of article 6:96 of the Dutch Civil Code, and in accordance with case law.
- 3.8. The Customer agrees to fully indemnify Creditsafe against all third party costs incurred in the pursuit of payment.
 - 3.9. The Customer acknowledges and agrees that:
 - 3.9.1. 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; and
 - 3.9.2. any failure by the Customer to pay Creditsafe's invoices on time may have an adverse impact on the Customer's credit ratings.
 - 3.10. 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.

4. Creditsafe's Proprietary Rights

- In this clause 4 the term "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in look-and-feel (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.
- 4.1. Except as expressly provided herein access to the Service 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 is protected by Intellectual Property Rights. All Intellectual Property Rights in or arising out of or in connection with the Service shall be owned by Creditsafe or, where relevant, its third party subcontractors or the third party providers.
 - 4.3 The Customer is not permitted and will not allow any third party to adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with any element of the Service without Creditsafe's written permission. Creditsafe may take steps to assist identification of its Service.

4.4 Data Protection

- 4.4.1 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 Dutch Implementation Act of the GDPR; and (iii) any successor legislation to any of the foregoing, together with and any judicial or

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administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Dutch Data Protection Authority (*Dutch: Autoriteit Persoonsgegevens*) 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; and
 - (c) **"SCC"** means 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.
- 4.4.2 This clause 4 sets out the framework for the sharing of personal data between the parties as independent data controllers.
- 4.4.3 The Customer is responsible for establishing the lawful basis for processing personal data obtained pursuant to use of the Service 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.
- 4.4.4 The Customer acknowledges that accessing personal data through the use of the Service 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.
- 4.4.5 The Customer agrees that it shall only access and use the Service for the purpose of credit checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement, and other lawful business due diligence purposes.
- 4.4.6 The Customer acknowledges that it is its duty to record and demonstrate the existence of its lawful basis for processing.
- 4.4.7 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. If the Customer takes the compliance monitoring service it shall be required to enter into separate data protection terms covering that service which for the avoidance of doubt are applicable only to that service.
- 4.4.8 Where the Customer provides Creditsafe with data or information 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 GDPR as applicable.

- 4.4.9 Subject always to clause 5.2, 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**") solely in accordance with clause 5.2) based outside the European Economic Area ("**EEA**") in a country or territory that has not been granted adequacy status pursuant to the GDPR (a "**Third Country**") pursuant to this Agreement, the SCC shall apply to such transfers, as applicable. For the purpose of the SCC, the data exporter shall be i) Safe Information Group NV; and ii) Creditsafe, and the data importer shall be i) Creditsafe; and ii) the Customer (or its Group Company) located in the Third Country. For the avoidance of doubt, SCC that apply pursuant to this clause 4.4.9 shall automatically cease to apply in the event that the Third Country in which the Customer (or its group company or affiliate, as the case may be) is based is granted adequacy status pursuant to the GDPR. 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 to a Group Company based outside the EEA in a country or territory that has not been granted adequacy status pursuant to the GDPR (which is subject always to the prior approval of 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 these terms and conditions.
- 4.4.10 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.
- 4.4.11 The parties agree that if:
- (a) the Data Protection Legislation changes in such a way that Creditsafe considers that any provisions of this clause 4.4 (including the SCC) are no longer adequate for the purposes of governing lawful data sharing exercises; and/or
 - (b) the SCC are amended, replaced and/or superseded by any new standard contractual clauses approved by a competent authority,

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then Creditsafe may adapt, update or replace the terms of this clause 4.4 as it considers reasonably necessary in light of such changes.

5. Customer Obligations and Conduct

5.1 The Customer shall:

- 5.1.1. provide Creditsafe with any information or assistance which the parties have agreed the Customer shall provide in order for Creditsafe to perform its obligations under this Agreement, and shall use all reasonable endeavors to ensure that any such information provided to Creditsafe is complete, accurate and in the agreed format;
 - 5.1.2. not to do anything to harm Creditsafe's reputation;
 - 5.1.3. abide by all laws & regulations applicable to its use of the Service and the data contained therein, including full compliance with all aspects of Data Protection Legislation;
 - 5.1.4. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means. The Customer will not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service. The Customer will not access all or any part of the Service in order to build a product or service which competes with the Service nor will the Customer use the Service to provide services to third parties. Use of any automated system or software to extract data from the Creditsafe website, the Creditsafe application(s) or the Service ("screen scraping") is expressly prohibited.
- 5.2. 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 Netherlands 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 part of the Service. The Customer may not include the Service in any product or service which the Customer sells.
- 5.3. During this Agreement the Customer agrees not to attempt to gain unauthorised access to the Service or modify the same.
- 5.4. 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.
- 5.5. The Customer agrees to be responsible for maintaining the confidentiality of its password and account details.
- 5.6. The use of the Service provided under the terms of this Agreement is limited to the amount of designated users indicated in the Order Confirmation and may not be used by any other persons other than the indicated designated users. The use of the Service by more individuals, either simultaneously or otherwise will require the provision of additional licenses.

- 5.7. 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.
- 5.8. 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 Dutch Telecommunication Act (*Dutch: Telecommunicatiewet*).
- 5.9. The Customer is not permitted to use Prospecting Data which has a non-mailing-indicator ("**NMI**") from the Dutch Chamber of Commerce for direct marketing activities (commercial and charitable purposes), such as physical mail and door-to-door visits. The most up to date information about the NMI can be found on the website of the Dutch Chamber of Commerce at <https://www.kvk.nl/english/report-a-change/protecting-your-data-with-the-non-mailing-indicator/> and may be changed from time to time by the Dutch Chamber of Commerce, although the actual information on this website is binding between the parties. In the event of a breach of the aforementioned obligation(s), Creditsafe has the right to suspend or terminate the supply of this Prospecting Data to the Customer, with immediate effect, without prejudice to Creditsafe's right to claim damages and compensation.

6. Warranties and Limitation of Liability

- 6.1. Customer understands and accepts that for the products and/or services information is used that is based on and consists of data supplied to Creditsafe by third parties or otherwise publicly available and that Creditsafe is not able to guarantee the correctness and/or check or verify the completeness of such data. Creditsafe agrees to exercise all reasonable care and expertise in the collection and use of the data, but does not guarantee the correctness or suitability of the data and accepts no liability for any inaccuracy, incompleteness or other imperfection in the information supplied by it. The Service is subject to availability. Should any third party data become unavailable entitled to obtain a similar service from another third party supplier.
- 6.2. The Service is subject to availability. Should any third party data become unavailable to Creditsafe, Creditsafe shall be entitled to obtain a similar service from another third party supplier.
- 6.3. Specifically, Creditsafe gives the Customer no warranty or assurance about the contents of the Service. Whilst Creditsafe does endeavour to maintain the accuracy and the quality of the Service, information contained may be

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- incorrect or out of date. Therefore, any use of the Service is at the Customer's own risk.
- 6.4. Subject to clause 6.6 Creditsafe shall not be liable for any indirect or consequential loss. Creditsafe shall not be liable for the following types of financial loss (whether direct or indirect): (i) loss of profits, (ii) loss of earnings, (iii) loss of business or goodwill, in addition to the following types of anticipated or incidental losses; (iv) loss of anticipated savings, (v) increase in bad debt and (vi) failure to reduce bad debt.
- 6.5. 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.
- 6.6. Nothing in this clause 6 or any other provision of this Agreement shall seek to exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other liability that cannot be lawfully excluded or limited.
- 6.7. 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.

7. Termination

- 7.1. Creditsafe shall be entitled to terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 7.1.1. 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
- 7.1.2. 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; or
- 7.1.3. the Customer is unable to pay its debts, or becomes insolvent, or is subject to an order 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).
- 7.2. 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.
- 7.3. Upon termination or expiration of this Agreement:
- 7.3.1. all rights and licences granted under this Agreement, including the right to access and use the Service, shall immediately terminate; and 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); and

- 7.3.2. the Customer shall immediately pay to Creditsafe all of Creditsafe's outstanding and unpaid invoices;
- 7.3.3. 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
- 7.3.4. clauses 3, 4, 5, 6, 7, 8, and 12 shall continue with full force and effect.

8. Indemnity

- 8.1. 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 or incurred or suffered by Creditsafe or its parents, subsidiaries, affiliates, officers or employees in connection with the Customer's breach of this Agreement.

9. Assignment

- 9.1. Creditsafe may assign the rights and obligations of this Agreement to a third party without the consent of the Customer.

10. Change of Agreement

- 10.1 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 Client's business, to be determined at the sole discretion of Creditsafe, Creditsafe will notify Client, by registered mail, six (6) months before such a change is implemented. If Client does not agree to such a change, then either Party may, within thirty (30) days after the notification was sent by Creditsafe, terminate this Agreement in relevant part upon written notice to the other Party, with effect from the day the change is implemented. Continued use of the Services shall constitute Client's consent to such changes.
- 10.2 By way of derogation from article 16.3, all disputes in connection with the assessment made by Creditsafe on the 'direct material and adverse effect on the operation of Client's business' shall be referred to an independent expert to be agreed upon by Parties

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. In addition to the interpretation of force majeure (*Dutch: overmacht*) in law (clause 6:75 of Dutch Civil Code) and jurisprudence this includes without limitation internet

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outages, communications outages, war, terrorist attacks, epidemic, pandemic, fire, flood, act of God or change of law.

- 11.2. Creditsafe may invoke force majeure if the circumstances preventing fulfilment arise after Creditsafe should have fulfilled its obligations.

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.

- 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;
- 12.2.2. And 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. 3D Ledger

- 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 and its affiliates will make available to their customers.

14. International Company Credit Reports

- 14.1 Company Credit Reports providing details of companies based outside the Netherlands 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 Company Credit Reports providing details of companies outside the Netherlands are provided within the specific timeframes detailed at the Creditsafe website.

15. Media Solutions

- 15.1 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.

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 data subjects as set out in the SCC (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 and the provision of the Service and the relationship between the Customer and Creditsafe shall be governed by the laws of the Netherlands. The Customer agrees irrevocably to submit to the exclusive jurisdiction of the competent courts of the Hague in the Netherlands.
- 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.
- 16.5. Creditsafe may unilaterally vary any term of this Agreement in order to comply with any legislation applicable to the provision of the Service.