



General Terms and Conditions

§ 1 General points

The terms and conditions hereunder apply to all reports supplied by EOS-OIA at present, as well as those to be supplied at a future date, irrespective of whether or not the customer is referred to these terms and conditions by EOS-OIA on further occasions.

§ 2 Subject matter

1. EOS-OIA supplies its customers with various forms of business information, both in Germany and abroad, for the customers' commercial purpose.
2. Ordering a report is defined as an instruction to supply commercial information on the basis which has become known to EOS-OIA and which is considered fundamental for an assessment of the circumstances. Certain report products consist of data available from the database and do not involve additional research or a check on up-to-dateness.
3. Requests for reports on other credit-reporting agencies cannot be complied with. We reserve the right to decline reports for any well-founded reason. Individual reasons need not be expounded upon further.
4. The customer agrees not to disclose the origin of the information received.

§ 3 Charges and Fees

1. The customer is to pay EOS-OIA the charges and fees of the ordered report as mentioned in our pricelist for Business Credit Reports,
2. In case of overdue payment, EOS-OIA is authorized to exclude the customer from receiving future commercial information until payment is complete.
3. The points purchased by the customer with regard to obtaining business information are valid for two years. After this, these points will expire, without replacement, unless other differing written agreements are made between the contracting parties.
4. The customer may only offset the claims of EOS-OIA or affect a right of retention when the customer's counterclaim is indisputable or non-appealable.

§ 4 Liability and Guarantee

1. EOS-OIA cannot guarantee that the information is final and definite nor guarantee the inspection of official and other registers.

§ 5 Prohibited disclosure of information

1. An assignment of claim of the right to convey business information and/or the further disclosure of information or the right to retrieval or viewing of information held in readiness— albeit to or by affiliated companies, subsidiaries or other third parties unaltered or after further processing, in short summaries or in part is prohibited.
2. Should willful or negligent breach of these regulations occur, a contractual penalty for each case of violation which is to be set by EOS-OIA as appears just and in disputed cases to be checked by the competent court will be imposed upon the customer. EOS-OIA reserves the right to assert further damages incurred.

3. The customer is solely liable for damage arising to himself, affiliated companies, subsidiaries or any third parties arising from the disclosure or further processing of information, in breach of contract.
4. The items mentioned above do not apply to credit reporting agencies.

§ 6 Data Protection

1. According to the Federal Data Protection Act (BDSG), the transmission of personal data requires among others definite proof of professional interest. With regard to the personal data contained within commercial reports, the customer agrees to produce plausible evidence of his professional interest, when required, as stipulated in § 29 Para. 2 item 1 a BDSG. EOS-OIA reserves the right to examine proof of professional interest, in a particular case, without having to substantiate this.
2. The customer may only use or process information received for the original purpose for which it was intended. The processing or use for alternative purposes is only permissible under the terms of the BDSG.
3. The customer is obliged to bind staff and other third parties who may need access to confidential data, to utmost secrecy. In order to ensure the protection and security of data entrusted to him, the customer is obliged to take suitable precautions against unauthorized access by personnel or third parties. These precautions should be equivalent to those exercised by the customer in securing his own confidential files.
4. The customer is hereby informed that identification data and other useful data, e.g. address information and order date, are electronically stored and are used for documentation and accounting purposes as well as data security checks.

§ 7 Place for fulfillment of contract, court of jurisdiction and applicable law

1. EOS-OIA headquarters serve as the place for fulfillment of contract as well as the court of jurisdiction for all contracts made by registered traders.
2. The conditions of the report contract are subject to German law.

§ 8 Final clauses

1. All copyright is reserved.
2. All alterations, supplementary details, collateral agreements and special arrangements pertaining to a report contract cannot take effect without EOS-OIA's written consent. The same applies to any possible reversal of this clause.
3. Should any regulations featured within these terms and conditions not be applicable or become null and void, the validity of the remaining terms is unaffected. The contractual parties pledge themselves to replace possible ineffective regulations by such which seem most similar to the economic purpose of this contract.