

## APPLICATION

FOR THE ONLINE SERVICES COFANET AND COFAMOVE FOR CREDIT INSTITUTIONS

Coface, Niederlassung in Deutschland

For the credit institution:

\_\_\_\_\_

Broker number (if available):

\_\_\_\_\_

Company:

Street, no.:

Post code/Town or city:

The following persons of the above listed companies shall be granted a read access to CofaNet and to CofaMove with their own respective user name and password.

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Should you wish to name further users, please use an extra page.

By signing we confirm that the above information is complete and correct and we agree to the following terms of use for the Online Services Cofanet and CofaMove for Credit Institutions.

Place/Date \_\_\_\_\_

Company stamp and signature \_\_\_\_\_

# TERMS OF USE OF THE ONLINE SERVICES COFANET AND COFAMOVE FOR CREDIT INSTITUTIONS

## ARTICLE 1 SERVICE

1.1 For the credit institution, Compagnie Française d'Assurance pour le Commerce Extérieur SA, Niederlassung in Deutschland (Coface), provides extra service through the access to the online services CofaNet and CofaMove. The access to the online services has been granted for the purpose of assisting the credit institutions in their communication with Coface, with a particular focus on their client care, and this by means of state-of-the-art technology.

1.2 The online services are available to the user on a 24/7 basis. Coface expressly disclaims liability for any restrictions of the user's right to access and availability of the services, in particular, due to maintenance, interruptions, failure of the website or other malfunctions. Coface reserves the right to terminate or restrict access to its online services, part thereof or individual applications at any time or to exclude certain users from access in justified exceptional cases.

## ARTICLE 2 FEES

The credit institution may use the access to the online services of Coface free of charge. All costs arising in connection with peripheral equipment at the premises of the credit institution as well as all fees charged for the line connection shall be borne by the credit institution.

## ARTICLE 3 DATA PROTECTION AND CONFIDENTIALITY

3.1 All and any information on EDP programs, processes / sequences of operations used and related document shall be strictly confidential and is for internal use by the credit institution company only. Such information may not be disclosed at all, and this neither for a valuable consideration nor free of charge. The credit institution will take adequate measures thereby ensuring that its employees observe confidentiality and comply with data protection.

3.2 The credit institution shall receive an access code and a personal/confidential password per authorised user. The password must be changed with each respective initial use of the online services access. The credit institution and all authorised users shall keep confidential the access code and the password, and unauthorised third parties shall have no access thereto. The credit institution undertakes to inform Coface without undue delay if an authorised user is to be removed or replaced especially where such user leaves the company. Where an unauthorised user leaves the company, the credit institution shall ensure that all passwords used up to the resignation of that employee are changed without delay.

3.3 The credit institution undertakes to use the data exclusively under the terms and conditions of the authorisation granted by its customer.

3.4 The credit institution undertakes to use the access to the online services exclusively for the account management of its respective customer, in particular, in order to update the status of insurance cover of the receivables assigned by the customer as security and in order to assert vis-à-vis the insurer any claims for indemnification for assigned receivables upon occurrence of a claim.

## ARTICLE 4 LIABILITY

4.1 Coface shall not be liable for any damage the credit institution suffers as a consequence of password/access code abuse or loss. The access code may be changed at any time if the credit institution so desires.

4.2 Coface shall neither be liable for the operability of technical devices and the EDP programs, nor shall it be liable for the functioning and the availability of the access to the online services. Coface neither warrants that the access to the online services is tailored specifically to meet the credit institution's individual needs, nor does it warrant or make any representations regarding the compatibility with the computer programs the credit institution uses for the access to the online services.

## ARTICLE 5 EXCLUSION

Failure to comply with the obligations contained herein shall entitle Coface to disable the access to the online services immediately. This shall not affect any claims for damages that may arise.

## ARTICLE 6 AUTHORISATION

Authority to access individual policies shall automatically lapse upon expiry of the respective contracts.