

## APPLICATION

FOR THE ONLINE-SERVICE:

COFACE DEBITORENMANAGEMENT GMBH  
 ONLINE-SERVICE  
 P.O.Box/1209  
 55002 Mainz

In accordance with the provisions of the attached Provisions for the Use of the ONLINE-SERVICE (Status: May 1, 2021) we would like to register the Coface Debitoren ONLINE-SERVICE.

Company (Stamp)

Having their own respective password, the following persons shall be authorised to use the ONLINE-SERVICE, and they shall be given authority to submit accounts receivable in respect of the companies specified. We undertake to notify Coface Debitoren without undue delay of any changes with respect to the authorised users, and this in particular where authorised users have terminated their employment.

SURNAME, FIRST NAME	PHONE	FAX	E-MAIL
1.			
2.			
3.			
4.			

Place/Date

Signature/Stamp

Name of Signatory (please use block letters)

## PROVISIONS FOR THE USE OF THE ONLINE-SERVICE

### § 1 SCOPE OF PERFORMANCE

1.1 Coface Debitorenmanagement GmbH (hereafter referred to as Coface Debitoren) offers the ONLINE-SERVICE to the user as an additional service. The purpose of the ONLINE-SERVICE is to support the user in his communication with Coface Debitoren by the aim of modern technical facilities. The user is able to examine his files, to transmit debt collection cases and further information. The files contain both amicable arrangement and legal procedure. Files in legal procedure are processed by the contractual lawyers of Coface Debitoren. As far as the user examines these files, the provisions are valid according to amicable arrangement.

1.2 The ONLINE-SERVICE can be used 24 hours without a guarantee of availability.

### § 2 AUTHORIZED PERSONNEL

The user commits himself to immediately inform Coface Debitoren about authorized users (authorized personnel) as well as about modifications concerning the authorized personnel. In particular, the exclusion of authorized personnel from the employment with the user has to be reported. In this case, the user is obligated additionally to take care that passwords previously applied have been changed.

### § 3 COSTS

The use of the ONLINE-SERVICE with Coface Debitoren takes place without special additional charges to the fees laid down in terms and conditions. The costs for technical facilities in the user's locations as well as for costs arising from cable connections of the user are paid for by the user.

### § 4 CARE

With regard to the transfer of debt collection cases via the ONLINE-SERVICE, the user commits himself to provide any necessary information complete.

### § 5 DATA PROTECTION / CONFIDENTIALITY

5.1 In accordance with section 13 subsection 1 of the DS-GVO/GDPR, the user as well as all of its authorised users (cf. § 2) are hereby informed that usage data will be stored and mechanically processed for documentation and billing purposes.

5.2 The user undertakes to treat all information about the IT programmes, the procedures used, documents and records confidentially and to take all necessary precautions to ensure confidentiality vis-à-vis third parties. The user may use the data obtained for its own purposes only. The user shall oblige its own employees in an appropriate form to maintain confidentiality and comply with data protection rules, in particular, with respect to the proper use of the password:

- Each authorised user must use his or her own password.
- The personal password must be treated as strictly confidential and may under no circumstances be passed on to other staff, any outsiders or employees of Coface Debitoren.
- The personal password must be changed regularly, at least every three months.

### § 6 INTELLECTUAL PROPERTY

The ONLINE SERVICE the system, the structure of the database as well as individual documents are the intellectual property of Coface Debitoren. The user and his or her authorised users undertake not to reproduce the system or the structure of the database. Documents viewed may only be reproduced for the purpose of the user's internal processing of the collection order. This obligation shall continue to apply after the termination of the contractual relationship with Coface Debitoren.

### § 7 LIABILITY AND GUARANTEE

Coface Debitoren is not liable for damages by the user which result from misuse or loss of the password or other identification codes. Upon his request, identification codes can be changed at any time. Coface Debitoren reserves the right to change the identification codes at regularly intervals. Coface Debitoren does not assume any guarantee obligations concerning the operability of the technical facilities and the EDP-program.

Coface Debitoren provides information via the ONLINE-SERVICE in accordance with § 1 of this provision. Coface Debitoren will be unable to verify the accuracy of such information in every case and will therefore accept no liability for any errors therein or omissions thereto. Furthermore, Coface Debitoren excludes any liability for subsequent damage. Coface Debitoren does not warrant the correctness and completeness of the queried data or the information contained therein, or the availability of specific data.

### § 8 EXCLUSION

In case of non-compliance with these conditions, Coface Debitoren may immediately interrupt the ONLINE-SERVICE. Eventual compensations for damage remain unaffected.

### § 9 AUTHORIZATION

The authorization to make use of the ONLINE-SERVICE ends with the termination of the contractual relationship with Coface Debitoren.

updated: May 1, 2021