

Online Service of Euler Hermes Collections GmbH

We _____
(name and address of company)

hereby apply for:

- new access
- an addition to the existing access (e. g. additional users, authorization)

for the Euler Hermes Collections GmbH Online Service for:

- our company
- the following co-insured companies/further partners:

The online access is required for the following areas:

- cover for bad debts (credit insurance), sureties,
- guarantees and bonds (guarantee credit),
- collection

Online matters will be handled:

- by us
- by the aforementioned companies/partners

The employees listed below are to have access to the contract with the number:

_____ **List/company number (where applicable):** _____

The following employees are to be authorized to use the online service:

1. Mr/Ms	2. Mr/Ms	3. Mr/Ms
_____	_____	_____
First name	First name	First name
_____	_____	_____
Surname	Surname	Surname
_____	_____	_____
Phone	Phone	Phone
_____	_____	_____
E-mail	E-mail	E-mail

We and the companies signing below agreed to be bound by the terms and conditions for the utilization of Euler Hermes Collections GmbH online Service

Place/Date	Stamps/signature of costomer/insured
Place/Date	Stamps/signature of costomer/insured

<p>Euler Hermes Collections GmbH Zeppelinstr. 48 14471 Potsdam</p>	<p>Tel. +49 (0)3 31/2 78 90-000 Fax +49 (0)3 31/50 57-121 collections.de@eulerhermes.com www.eulerhermes-collections.de</p> <p>Mitglied des Bundesverbandes Deutscher Inkasso-Unternehmen</p>	<p>Commerzbank AG IBAN: DE96 1608 0000 0200 6777 00; BIC: DRESDEFF160 Für Schuldnerzahlungen IBAN: DE69 1608 0000 0200 6777 01; BIC: DRESDEFF160 Gläubiger-ID: DE78ZZZ00000097893 Ust-ID-Nr. DE 263 979 246; Sitz der Gesellschaft: Potsdam Registergericht: Potsdam HRB 21719 Geschäftsführer: Kai Olbrich</p>	<p>Als Inkassounternehmen zugelassen Zulassungsbehörde ist der Präsident des Brandenburgischen Oberlandesgerichts, Gertrud-Piter-Platz 11, 14770 Brandenburg an der Havel (zugleich Registrierungsbehörde gem. Rechtsdienstleistungsgesetz) Eingetragen unter AZ: 3712 E-6.52</p>
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Online Service of Euler Hermes Collections GmbH

General Terms and Conditions

§ 1 General

1. In order to be able to transfer and process data more rapidly in the context of existing collection contracts, Euler Hermes Collections (hereinafter “Euler Hermes”) offers an online service to the client and its associated companies as an additional service.
2. The term “contractual partner” means in what follows the client, its associated companies as mentioned in the application for access to the online service and Euler Hermes. The client and its associated companies will be referred to in what follows as “AG”.
3. Any written form requirement stipulated in the service agreement will not apply when notifications are sent under the online service.

§ 2 Access

Access to Euler Hermes’ online service will be enabled in the context of existing technical and operational capacities through access authorisation (e.g. ID and password). AG may change the access authorisation at any time.

§ 3 Authorised users

1. AG is required to notify Euler Hermes in writing of all employees envisaged for the use of the online service and notify any changes immediately.
2. AG will require the authorised employees and other third parties to make regular use of the access rights and treat them in strict confidence. The password must be changed at regular intervals, at the latest every three months. In no circumstances may an unauthorised employee of AG, a non-authorised outsider or an employee of Euler Hermes be given the password.
3. If AG has reason to assume that an unauthorised member of the company or a third party has procured access to access data, Euler Hermes must be immediately informed of this. The access right will in this case be blocked until AG has been given a new access right.
4. On the Departure of an authorised employee, AG must immediately change the existing password or have it blocked by the online support of Euler Hermes.

§ 4 Handling by third parties

AG can also have the online service handled by a third party if AG has given the third party suitable authorisation and submitted it to Euler Hermes.

§ 5 User hours

1. In principle AG will have access throughout the day. To ensure data security, data backups will be performed at regular intervals and system maintenance or software maintenance work will be carried out.
2. The availability of the applications and data will be secured by the currently applicable internal standard procedures. However, no guarantee of availability can be given.

§ 6 Liability and warranty

1. Euler Hermes will not be liable for damage caused to AG by misuse or loss of the access right.
2. Euler Hermes does not accept any liability for the regular functioning of the transfer cables, including data security.
3. Euler Hermes will essentially only be liable for damage caused intentionally or through gross negligence or which is based on the breach of a cardinal duty. In terms of amount, liability will be limited to compensation of the typically foreseeable damage.

§ 7 Data protection

1. The online service shall be used in compliance with the applicable data protection regulations. Liability for violations of these regulations shall lie with the contracting party in whose area of responsibility the violations occur.
2. AG may only use the data/information made available to it for the purpose of performing the underlying collection contract and the conditions for the online service.
3. If a transfer of data is enabled by a call by AG of a database of Euler Hermes or one of its subsidiaries, then the following will apply: AG will be responsible for the admissibility of the call. Euler Hermes will be entitled to verify the admissibility of individual calls by spot checks. AG must be given information about this on demand.
4. AG must impose a confidentiality commitment on its employees or third parties who need access to the data. It must take suitable measures for the protection and security of the data against unauthorised access, specifically to the extent that is standard and necessary for the protection of its own data.
5. Identification and verification data, such as registration marking, date and time, will be processed and used for the purpose of documentation and settlement. AG undertakes to inform any users accordingly.

§ 8 Duration of use and exclusion

1. The access right to the online service will end automatically with the termination of the underlying collection contract. If inclusion lapses for a given company, the use right will also end for that company.
2. AG will be entitled to cancel the online service at any time in writing. Euler Hermes Collections GmbH will be entitled, if this condition is not met, to block the online service immediately, even before receiving the cancellation notice.

§ 9 Place of performance and legal venue

The place of performance and legal venue is Potsdam, if AG is a merchant.

§ 10 Final provisions

If individual provisions of these conditions for use of the online service are or become invalid, the validity of the other provisions will not be affected by this.