General Terms and Conditions
of **HF Data Datenverarbeitungsgesellschaft m .b. H.**

These General Terms and Conditions (hereinafter "GTC") shall apply to all current and future services which are rendered vis-à-vis the contracting party (hereinafter "Customer") by HF Data Datenverarbeitungsgesellschaft m. b. H., FN [Business Register Number] 101378 k, Commercial Court Vienna (hereinafter also referred to as "HF Data"). General terms and conditions of the Customer which differ from HF Data's GTC shall not apply.

1. APPLICABILITY

1.1. These GTC shall apply to the work of HF Data as a clearing office of the Republic of Austria for data of the Business Register and the Real Property Database and for data of the Central Trade Register and of the Central Register of Residents (hereinafter the "Data").

1.2. As a clearing office HF Data is in charge of transportation of Data from the Federal Computing Centre to the Customer and collection of the fee levied by the Republic of Austria according to the regulations on fees as amended from time to time.

1.3. The remuneration that is charged in accordance with the price lists in addition to the fee defined in paragraph 1.2. shall be payable for the work of HF Data as a clearing office. Provision of hardware and software and advisory services of HF Data shall be invoiced separately subject to agreements to be concluded. In the case of update queries and special queries the fee and the remuneration of the clearing office shall be agreed and fixed separately.

1.4. A contractual relationship between HF Data and a Customer shall be deemed concluded as soon as HF Data advises the access data to the Customer via e-mail, fax or registered letter after receipt of the registration form.

1.4 We, HF Data, are your contracting party.

Phone: (+43) 1 98116-801

Fax: (+43) 1 98116-108

email: office@hfdata.at

Enquiries are usually answered within two working days.

For more detailed information about our company please see the legal information: https://www.austrian-registers.com/information/legal-information.

2. TERM OF THE CONTRACT

2.1. Unless otherwise provided, all contracts shall be concluded for an indefinite period of time. The contractual relationship may be terminated by HF Data and by the Customer as of the last day of every month by giving two months' notice. The date of receipt by HF Data shall be decisive; notice of termination shall be given in writing by fax, e-mail or letter.

2.2. HF Data shall be entitled to interrupt provision of services to a Customer immediately and without notice if the Customer seriously violates a contractual duty or if there are technical disturbances caused by the Customer, until repair of the same, or if there is a well-founded suspicion that activities originate from the Customer's connection network which are dangerous for either the security or the operation of HF Data or other computers.

2.3. HF Data shall be entitled to terminate the contract with immediate effect if
- a situation as described in paragraph 2.2. exists;

- insolvency proceedings are opened over the contracting party's assets or if a petition for opening of insolvency proceedings is dismissed for lack of sufficient assets;
- the Customer is still in default of his payment obligation fourteen days after a reminder.

2.4. HF Data shall resume provision of its services in the case of an interruption as defined in paragraph 2.2. as soon as the reasons for interruption have ceased and the Customer has reimbursed the costs of disconnection and reconnection. Interruption of provision of services as defined in paragraph 2.2. shall not release the Customer from his obligation to pay remuneration.

3. PRICES AND PAYMENT

3.1. The prices include no VAT; VAT shall be invoiced separately in the amount applicable to the service according to statutory provisions at the time it is provided. The prices stated by HF Data shall not include line charges up to the access point of HF Data. The records of HF Data shall be the basis for calculation of the services consumed. Invoices shall be issued according to volume of queries not later than by the end of the year.

3.2. All invoiced payments shall be due without deduction fourteen days after issuance of the invoice.

3.3. If the agreed remuneration is not received in the account stated on the invoice despite a reminder and granting of a grace period of fourteen days, HF Data may withhold its service and, in particular, as defined in paragraph 2.2., disable access without notice until receipt of payment. Disabling of access shall have no influence on the payment obligation for service periods that have not been terminated.

3.4. In the case of a delay in payment HF Data shall be entitled to charge default interest of 8% above the discount rate published by the Austrian Central Bank [*OeNB*]. The Customer shall be obliged to pay all necessary and expedient costs of lawyers' collection measures caused by him.

3.5. Any acquisition of a right by the Customer shall be subject to the condition precedent of fulfilment of his contractual duties.

3.6. Payments shall be set off against the oldest account receivable. A set-off against claims of HF Data shall not be permitted, save for a set-off against claims that have been ascertained by a court in a non-appealable manner or that have been recognised. The Customer shall not be entitled to withhold his payments on the ground of non-performance.

3.7. The Customer acknowledges that HF Data has no influence on the amount of the query fee prescribed by the Republic of Austria. An increase in the query fee will result in an increase in the remuneration for the work as a clearing office of the same extent.

3.8. The Customer's failure to have an ordered system installed despite having been granted a grace period shall constitute default in acceptance. HF Data shall be entitled to claim from

the Customer the agreed remuneration and reimbursement of expenses for services already rendered from the date of notice of readiness for installation advised to the Customer.

3.9 The Customer shall bear all bank charges related to payment of invoices of HF Data. If the bank of a Customer should invoice charges to HF Data, such charges shall be fully invoiced to the Customer.

3.10 For security reasons, the contract data can no longer be accessed via the Internet. However, you will receive them by e-mail.

4. Payments; Details regarding Online Payment

4.1. Services may be paid for by active payment via money transfer or online payment (VISA / MasterCard credit card, PayPal, EPS, Apple Pay, Giropay or SOFORT banking Klarna). However, payment will only be deemed made when it is credited to an account of our payment provider. Payments received will always be credited to the oldest unpaid invoice, irrespective of their indicated purpose.

4.2. Payments by credit card (Visa or MasterCard) will be processed technically by our payment service provider. You enter your card number, expiry date and security code on the website of our service provider, where the payment will subsequently be verified.

When paying by EPS you will be forwarded to the relevant online banking site after you have selected your principal bank. Verification (e.g. by user number and PIN) and the subsequent confirmation of payment (e.g. by TAN or a digital signature) will then be carried out on that site.

When paying by SOFORT banking, in principle, identity of the account holder will be verified and payment will be confirmed in the same way as with EPS, however, data will be entered and processed on the servers of Sofort GmbH. In contrast to EPS, SOFORT banking also allows payments from bank accounts which are not part of the (Austrian) EPS.

When paying by PayPal the customer will be forwarded to the website of the payment service provider, PayPal. There you must log in using your PayPal account and then confirm the payment.

4.3. If in the case of a direct debit order the customer's bank returns an amount that was debited before, we will inform you thereof and will be entitled to invoice charges of up to EUR 15. Those charges cover the additional bank charges incurred by us and the extra work of making another entry.

5.   WARRANTY AND LIABILITY

5.1. Prior to conclusion of the contract the Customer has sufficiently informed himself about the functioning of services of HF Data and confirms that he knows the scope of services in detail. Specifications of the Customer shall be made in writing.

5.2. HF Data shall render the services in accordance with the general state of the art. Due to the circumstances of the internet no guarantees of availability and/or quantitative transmission guarantees can be given. HF Data shall timely notify the Customer of interruptions or material restrictions to the extent that the same are necessary for maintenance, carrying out of work that is material to operation, for improvement of a network or service or for preventing disturbances. Such notices shall, however, only be given if the interruption concerns peak operating hours (Monday to Friday 8:00 a.m. to 6:00 p.m.).

5.3. HF Data shall make available Data as it was made available by the Federal Computing Centre. HF Data shall assume no

warranty or liability for accuracy or completeness of the transmitted Data.

5.4. Furthermore, HF Data shall be liable for claims which result from use of HF Data's services as a clearing office in the case of disturbances in data transmission, if any (mutilation of data, omissions) only if it is proved that the disturbance took place in the course of data transport effected by HF Data and if a person for whom HF Data is responsible has caused the disturbance at least due to gross negligence.

5.5. If, for whatsoever reason, HF Data is subject to a warranty obligation,
- HF Data shall fulfil such obligation by external access to the Customer's system, if possible;
- HF Data's warranty obligation shall be limited to defects which are reproducible.3

5.6. For the following damage any damages shall be excluded:
- loss of goodwill or business relationship;
- loss of data unless data backup is an express content of the agreed service;
- damage caused by delays;
- loss of production, lost profit, purely pecuniary damage;
- consequential damage and damage due to claims of third parties.

6.   DATA PROTECTION AND USE OF DATA

6.1. HF Data shall store and/or use master data and communication data subject to the relevant statutory provisions, in particular the Austrian Telecommunications Act [*Telekommunikationsgesetz*]. Furthermore, communication data may be used for repair of technical defects and for protection of its own and third-party computers to the necessary extent.

6.2. HF Data will store and process the personal data of the customer (in particular name, company, address and e-mail address) as well as the data required for purposes of billing and usage management (in particular the amount of queries, the inquiring body and the like). The purpose for processing the data is providing the contractual services, invoicing and accounting. In accordance with GDPR Art 6 (1) b, processing is necessary for the fulfillment of a contract to which the data subject is a party.
HF Data will take all technically possible and reasonable precautions to protect the stored data. Compass complies with the regulations of the Austrian Data Protection Act and the European General Data Protection Regulation. In addition, Directive (EU) 2019/1024 on the re-use of public sector information and the Austrian Information Reutilisation Act (Informations-weiterverwendungsgesetz) apply to the processing of publicly available official information.

6.3. Until further notice the Customer shall permit HF Data to include his name in a list of references which may be published on HF Data's website.

6.4. The Customer shall be subject to Austrian law. If the Customer violates statutory provisions (in particular the Austrian Copyright Act [*Urheberrechtsgesetz*] or the Austrian Data Protection Act [*Datenschutzgesetz*], the Customer shall be obliged to fully indemnify and hold harmless HF Data from and against any impending or occurring damage, which shall also include all costs of legal defence and pursuit of rights. The Customer's responsibility shall be independent of fault/absolute; the Customer shall be liable also for third parties whom he grants access to his activities via his connection. HF Data shall be entitled to report violations of laws to the Republic of Austria.

6.5. Moreover, until further notice the Customer agrees to receive advertising and information on products and services of HF Data via e-mail.

6.6. HF Data shall store the data retrieved by the Customer in such a way that the Customer may be transmitted the set of data again within a period of at least 24 hours and not more than fourteen (14) calendar days in the case of unplanned interruptions of the connection. There are no additional duties concerning the saving of retrieved data.

6.7. All information regarding the processing of your personal data can be found in our data privacy statement: https://www.austrian-registers.com/assets/pdf/en/data-protection-declaration.pdf.

7.   DUTIES OF THE CUSTOMER

7.1. The Customer shall be responsible for a connection to the internet and for the query software; HF Data will be pleased to offer relevant services upon request.

7.2. The Customer shall support HF Data in the performance of the contract to the necessary extent and shall make available the necessary infrastructure, such as suitable contact persons, hardware and software configuration, official permits and necessary connections.

7.3. The Customer shall grant HF Data technologically easy access to hardware and software. To the extent possible, e-mail shall be used for communication between the Customer and HF Data.

7.4. The Customer shall take reasonable precautions in the event that the software and hardware does not work properly in full or in part. In particular, the Customer shall make daily data backups if the current status of his data so requires.

7.5. The Customer shall be obliged to refrain from making available his access to HF Data and the related services as well as from passing on retrieved excerpts to third parties; any violation of this duty shall in any case be considered a material violation of the contract as defined in clause 2.2. All passwords assigned by HF Data shall be kept secret and a request for a change shall be made without delay if it may be presumed that unauthorised third parties have obtained knowledge thereof. The Customer shall be liable for damage resulting from insufficient keeping secret of passwords or passing them on to third parties by the Customer. Any suspicion of unauthorised use of the Customer's access by third parties must be notified to HF Data immediately.

7.6. The Customer shall notify changes of his name or business name as well as any change of his address and the type of his business entity/legal form and his Business Register Number to HF Data immediately, but not later than within one month of the change. If the Customer fails to notify such changes and if for that reason he does not receive legally relevant declarations of HF Data sent to the address most recently advised by him, in particular invoices, reminders or notices of termination, such declarations of HF Data shall be considered received nonetheless.

7.7. The Customer shall not be permitted to entice away staff members from HF Data.

7.8. The Customer shall promptly notify HF Data without delay of all circumstances which impair requirements necessary for operation of the equipment.

7.9. The Customer shall be prohibited from modifying the transmitted data (excerpts).

8.   OTHER PROVISIONS

8.1. On the part of the Customer a third party may enter into the contract only with HF Data's written consent. The Customer may make available equipment to a third party for permanent co-use or temporary sole use only with HF Data's prior written consent.

8.2. Performance periods of HF Data shall be reasonably extended, e.g. in the case of strike, lock-out, force majeure or events beyond HF Data's control.

9.   FINAL PROVISIONS

9.1. Modifications of or amendments to the individual contract shall be made in writing; this shall also apply to a waiver of the requirement of written form.

9.2. Modifications of or amendments to the GTC shall be notified to the Customer by letter, via e-mail or online upon the next login. Such modifications or amendments shall become part of the Contract unless the Customer objects thereto in writing within fourteen (14) days.

9.3. All contractual relationships concluded with the Customer shall be governed by Austrian law, and UN Sales Law and Austrian private international law shall be excluded.

9.4. The place of performance shall be the registered office of HF Data; the place of jurisdiction for legal disputes shall be the court at the registered office of HF Data having subject-matter jurisdiction.

9.5. If a provision is or becomes ineffective and/or incomplete or contradict statutory provisions, the provision that has become ineffective shall be replaced by a legally valid provision which comes as close as possible to the ineffective provision as to its economic effects. Ineffectiveness or incompleteness of a provision shall not affect the validity of the other provisions. This shall not apply if in that case adherence to the contract would constitute unacceptable hardship for one party.

11. JURISDICTION; CONCILIATION BOARD

11.1. The court having jurisdiction over the subject matter and our registered office is the exclusive place of jurisdiction for disputes. However, if you are a consumer as defined by the KSchG, the court having jurisdiction over the circuit in which you have your domicile, habitual residence or place of work will have jurisdiction.

11.2. In the case of disputes, we undertake vis-à-vis consumers to join the conciliation procedure of the internet Ombudsstelle:

www.ombudsstelle.at

For more detailed information on the different procedures please see "www.ombudsstelle.at".

To resolve disputes with us you may also use the ODR platform https://ec.europa.eu/consumers/odr. Our email address for this purpose is: office@hfdata.at