

General Terms and Conditions of HF Data Datenverarbeitungsgesellschaft m.b.H. for HF Data "Easy" services

Since 1 April 2011 these General Terms and Conditions (hereinafter "GTC") have been applicable to all HF Data "Easy" services provided to 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"). Terms and conditions of the Customer which differ from HF Data's GTC for "Easy" shall not apply.

1. APPLICABILITY

1.1. These GTC shall apply to the activities of HF Data as a clearing office of the Republic of Austria for data from the Business Register and the Plot Database (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 activities of HF Data as a clearing office.

1.4. The contractual relationship between HF Data and a Customer shall be deemed concluded and fulfilled at the same time as soon as HF data transmits the Data from the public register searched after receipt of the Customer's enquiry. Thus, no rescission as defined in the Austrian Consumer Protection Act [*Konsumentenschutzgesetz/KSchG*] is possible (see Section 5f (1) *KSchG*).

1.5. 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 either to the security or the operation of HF Data or to other computers or if the Customer will obviously be unable to fulfil his payment obligation.

1.6. The language of the contract, purchase orders and business transactions shall be German.

2. PRICES AND PAYMENT

2.1. The Customer shall be advised of the amount of the fees plus VAT already prior to the search of the registers and billed subsequently. Billing shall be effected in euros. 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. With HF Data "Easy" payment will usually be effected via the internet by means of the Customer's credit card or via e-banking (eps-online remittance). By using HF Data "Easy" the Customer agrees to electronic transmission of bills. HF Data shall warrant authenticity and intactness of the contents of the bill. However, if by revocation of this agreement the Customer expressly desires that the bill be sent by post, he shall have to pay the price therefor according to the price list.

2.2. With respect to e-banking HF Data confirms that this payment mode has been activated for its purposes. The Customer knows that for access to e-banking via the internet, WAP, text message, MS Money and phone personal identification features have to be entered (depending on the application either a PIN or a digital signature) for authentication

and that for remittances additional authentication is required by entering a secret TAN (transaction number) which can only be used once. The Customer shall be obliged to safekeep all data required for payment via e-banking with utmost care in order to avoid any abusive access to his account. In this connection he has assumed duties to exercise due care and to monitor vis-à-vis his bank, which also have protective effects on HF Data. If the Customer caused abusive access to his account due to a violation of his duties to exercise due care and to monitor, he shall be liable to HF Data for any damage caused to HF Data by such access.

2.3. In connection with use of credit cards on the internet the Customer shall treat his data with equal care in order to prevent any abuse of his credit card. If the Customer learns of any circumstances due to which blocking of his card seems to be necessary, he shall have his card blocked immediately. In the event that HF Data suffers damage due to abuse of the Customer's credit card, paragraph 2.2 shall apply *mutatis mutandis*. If the credit card company - where the Customer has no claim against HF Data - fails to effect or reverts a payment transaction by credit card which was approved by the Customer, HF Data shall be entitled to charge a processing fee according to the price list. In such a case the Customer shall also compensate HF Data for any disadvantages suffered by HF Data due to such non-payment or reverse entry.

2.4. The Customer shall bear all bank charges related to payments owed in connection with purchase of Data. If the bank of a Customer should invoice charges to HF Data, such charges shall be fully invoiced to the Customer.

2.5. 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. Specifically, for each dunning letter sent by a lawyer an amount according to the price list shall be paid.

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

2.7. Any consideration, costs or fees levied in addition to payment via the internet shall be due for payment within 14 days of billing without any deduction. Payments shall always be credited to the oldest account receivable.

2.8. The Customer acknowledges that HF Data has no influence on the amount of the search fee prescribed by the Republic of Austria. Any increase in the search fee will result in an increase in the consideration for the activities as a clearing office of the same extent.

3. WARRANTY AND LIABILITY

3.1. HF Data shall render the services considering the general state of the art. However, due to the nature of the internet no availability guarantees and/or qualitative transmission guarantees can be made. 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 necessary for 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.).

3.2 HF Data shall make available Data as it was made available by the Federal Computing Centre. For that reason HF Data is unable to assume any warranty or liability for accuracy or completeness of the Data, which is thus merely forwarded.

3.3. 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 the disturbance took place in the course of data transport carried out by HF Data. Liability for slight negligence of officers, staff or agents of HF Data shall be expressly excluded. Liability for damage caused by delays, for lost profit, purely pecuniary damage, loss of goodwill or business relations, consequential damage and damage on the ground of third-party claims shall also be excluded.

4. DATA PROTECTION AND USE OF DATA

4.1. HF Data shall store and/or use data in accordance with the relevant statutory provisions, in particular the Austrian Telecommunications Act [Telekommunikationsgesetz/TKG]. Contract data shall be stored for billing purposes or repair of technical defects, if necessary, and for protection of HF Data's own and third-party computers to the extent necessary and shall be disclosed to the Customer at any time upon request. A cookie including a session ID will be stored, which is required in the ordering procedure for allocation of the selected products. Such cookie shall store no other customer-specific data. Unless required for performance of the contract no customer data shall be disclosed to third parties.

4.2. 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 2003/98/EG on the re-use of public sector information and the Austrian Information Reutilisation Act (Informationsweiterverwendungsgesetz) apply to the processing of publicly available official information.

4.3. The Customer shall be subject to the Austrian legal regime. If the Customer violates statutory provisions (in particular the Austrian Copyright Act [Urheberrechtsgesetz/UrhG] 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 necessary costs of legal defence and pursuit of rights. The Customer shall also be liable for third parties to whom he grants access to his activities. HF Data shall be entitled to report violations of laws of the Republic of Austria.

4.4. The Customer will only receive advertising and information about products and services of HF Data by e-mail if he has expressly agreed thereto.

4.5. HF Data shall store the data retrieved by the Customer in such a way that in the case of unplanned interruptions of the connection the data will be available again at no extra charge within a minimum of 24 hours and a maximum of fourteen (14) calendar days. There are no additional duties concerning the storing of retrieved data.

5. DUTIES OF THE CUSTOMER

5.1. The Customer shall be responsible for his own access to the internet and for creating the prerequisites to be able to use the services of HF Data. If the Customer is unable to open, view or print the documents delivered by HF Data for reasons for which the Customer is solely responsible, this shall not affect his payment obligations. The Customer shall also make data backups if the current status of his data so requires. To the extent possible, e-mail shall be used for communication between the Customer and HF Data.

5.2. The Customer shall not make available the retrieved documents to third parties. He shall only be entitled to internal use of the retrieved documents for private purposes. Moreover, he shall be prohibited from creating collections of data out of the retrieved documents and from distributing the same. The Customer shall also be prohibited from modifying the transmitted documents (excerpts).

5.3. The Customer shall promptly notify HF Data without delay of all circumstances which impair requirements that need to be fulfilled for operation of the equipment.

6. OTHER PROVISIONS

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

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

6.3. 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.

6.4. 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. If the consumer's domicile or habitual residence is in Austria or if he works in Austria, only the court in the circuit of which the consumer's domicile, habitual residence or place of work is situated can have jurisdiction over a claim against the Customer; the foregoing shall not apply to legal disputes that have already arisen. The mandatory consumer-law provisions applicable at the consumer's domicile shall also be applicable to any legal disputes arising out of the contract. The peculiarity of the service shall remain unaffected thereby.

6.5. If a provision is or becomes ineffective and/or incomplete or contradicts statutory requirements, 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.

6.6. For all communications with HF Data the e-mail address service@firmenbuchgrundbuch.at shall be used.

6.7. HF Data is willing to join the information and mediation procedure of the internet ombudsman (www.ombudsmann.at) but shall not bear the costs of the same. If the internet ombudsman is unable to achieve an amicable resolution within four (4) weeks of instruction, either party shall be free to address the courts of law.