

**Prosimo, upoštevajte:** slovenski prevod izvirnega angleškega besedila je na voljo zgolj zaradi boljšega razumevanja. Čeprav smo ga pripravili nadvse skrbno, ne moremo jamčiti za njegovo točnost ali popolnost. **Pravno zavezujoča je samo angleška različica.**

## General Terms and Conditions for the provision of credit ratings GTC ACREDIA Grading<sup>A</sup>

## Splošni pogoji za pripravo bonitetnih ocen AGB ACREDIA Grading<sup>A</sup>

### § 1 General provisions

ACREDIA Services GmbH (hereinafter referred to as "ACREDIA") provides its clients on their behalf with ratings of the creditworthiness of their existing or potential business partners ("Gradings"). At the client's request, this Grading service will be activated for use on the ACT-Portal. The agreement between ACREDIA and the client about the provision of credit ratings (the Grading Agreement) is concluded by the activation on the ACT-Portal. These GTC ACREDIA Grading 2019 are deemed to have been agreed.

Furthermore, explicit reference is made to the validity of the General Terms and Conditions for the use of ACT-Portal, which govern the use of the Grading service on the ACT-Portal.

### § 2 Scope of services

From the time of activation, ACREDIA will provide the client – and any authorised third parties (such as, in particular, the client's assignees and insurance brokers) – with a Grading of each company for which a credit limit has been granted under the insurance contract with ACREDIA Versicherung AG, available for retrieval on the ACT-Portal. Gradings are exclusively transmitted electronically via the ACT-Portal.

The data of the company concerned that are taken into account and included in the Grading are continuously monitored and ACREDIA makes the daily updated Grading available to the client and authorised third parties for retrieval on the ACT-Portal. ACREDIA will provide the Grading as soon as possible. For legal and/or other reasons, it can happen that ACREDIA is not able to provide a Grading for the requested company.

It is not possible to provide a Grading regarding private persons, who are no entrepreneurs, and public companies. The Grading, which is made available for retrieval on the ACT-Portal, consists of a number (Grading class) between 1 ("Excellent creditworthiness") and 10 ("Insolvent") or "NR" (if no assessment is possible).

### 1. člen Splošno

ACREDIA Services GmbH (v nadaljevanju na kratko "ACREDIA") po naročilu komitenta pripravi bonitetne ocene ("Gradings") za njegove obstoječe oz. potencialne poslovne partnerje. Po naročilu komitenta je ta storitev ocenjevanja na voljo na portalu ACT. Dogovor o pripravi bonitetnih ocen med družbo ACREDIA in komitentom (dogovor o ocenjevanju) se sklene z aktiviranjem na portalu ACT. Veljajo dogovorjeni zadevni splošni pogoji poslovanja (AGB) za bonitetne ocene ACREDIA Grading 2019.

Poleg tega izrecno veljajo pogoji uporabe ACT, ki so osnova za uporabo storitve ocenjevanja na portalu ACT.

### 2. člen Obseg storitve

Družba ACREDIA omogoča komitentu – ter kvečjemu pooblaščenim tretjim osebam (zlasti cesionarjem in zavarovalnim posrednikom komitenta) – za vsako podjetje, za katerega v okviru sklenjene zavarovalne pogodbe pri družbi ACREDIA Versicherung AG obstaja zavarovalna vsota, od aktiviranja naprej priklic ocene na portalu ACT. Ocene se posredujejo izključno elektronsko prek portala ACT. Podatki zadevnega podjetja, ki so vključeni v oceno, se stalno spremljajo, družba ACREDIA pa komitentu ter pooblaščenim tretjim osebam omogoča priklic dnevno posodobljenih ocen na portalu ACT. Družba ACREDIA pripravi bonitetno oceno v najkrajšem možnem času. Zaradi pravnih ali drugih razlogov se lahko zgodi, da družba ACREDIA za zahtevano podjetje ne more zagotoviti ocene.

Za fizične osebe, ki ne poslujejo, ter za javna podjetja ocene ni mogoče pripraviti. Ocena, ki jo je mogoče priklicati na portalu ACT, je sestavljena iz števila (razred ocenjevanja) med 1 ("odlična kreditna sposobnost") in 10 ("plačilna nesposobnost") oz. oznake "NR", če ocena ni možna.

### § 3 Confidentiality and prohibition of disclosure

The transmission of the Gradings is carried out "strictly confidentially" for the exclusive use by the client as well as any authorised third parties and intended for their own use. The client undertakes to treat the confidential information received from ACREDIA confidentially. This obligation to secrecy must also be imposed to all persons involved in the electronic data traffic with ACREDIA (in particular also the authorised third parties and their employees). Breaches of contract by these persons will be treated as if they were the client's own.

It is not permitted to disclose the information to unauthorised third parties or to refer to this information in any communication with third parties or uninsured group companies and investment companies. This also applies to the disclosure of this information in processed form, in extracts, in part and in shortened versions. The client shall indemnify ACREDIA from all claims of third parties, in particular from claims of the (potential) business partner concerned, which may be asserted against ACREDIA after an unauthorised disclosure.

### § 4 Liability

The Gradings are exclusively for the information of the client as well as (if applicable) authorised third parties and are provided without any obligation. ACREDIA does not guarantee the completeness and correctness or the availability of the data and information. Claims for damages of any kind against ACREDIA are excluded, unless the legal representatives or employees of ACREDIA have acted intentionally or with gross negligence. Any liability for indirect damages and damage/harm caused by a defective product, as well as for damages due to force majeure is excluded. ACREDIA is also not liable for decisions made by the client on the basis of a credit rating received from ACREDIA.

### § 5 Data protection and data security

The client, ACREDIA as well as authorised third parties are obliged to comply with the provisions of the General Data Protection Regulation (GDPR) and the [Austrian] Data Protection Act (DSG).

The client may request a Grading only in the presence of a legitimate interest within the meaning of Article 6 (f) GDPR. Such a legitimate interest exists, for example, if the client seeks protection from serious financial disadvantages (creditor protection) as they might arise, for example, from impending payment difficulties of a (potential) contract partner. ACREDIA has the right to demand proof of the existence of a legitimate interest of the client. In case of doubt, the client must show probable cause for its legitimate interest according Article 6 (f) GDPR.

Details on the processing of personal data by ACREDIA can be found in its Privacy Policy, which is retrievable at [www.acredigroup.com/en/privacy-policy](http://www.acredigroup.com/en/privacy-policy).

### 3. člen Zaupnost in prepoved posredovanja

Posredovanje ocen je "strogo zaupno", izključno za uporabo prek komitenta ter kvečjemu pooblaščenih tretjih oseb in za lastno uporabo. Komitent se zavezuje, da bo zaupne informacije, ki jih prejme od družbe ACREDIA, obravnaval kot zaupne. Ta obveznost zaupnosti velja za vse osebe, ki so udeležene pri elektronskem upravljanju podatkov z družbo ACREDIA (zlasti pooblaščen tretje osebe ter njihovi zaposleni). Odgovornost za kršitve pogodbe s strani teh oseb je enaka kot za lastno malomarnost.

Posredovanje informacij nepooblaščenim tretjim osebam ali sklicevanje na informacije do tretjih oseb ali nezavarovanih podjetij koncerna in holdingov ni dovoljeno. To velja tudi za posredovanje v predelani obliki, v izvlečkih, v delnih zalogah in povzetkih. Komitent štiti družbo ACREDIA pred zahtevki tretjih oseb, zlasti zahtevki (potencialnega) poslovnega partnerja, ki se lahko uveljavljajo proti družbi ACREDIA po katerikoli nepooblaščen izročitvi.

### 4. člen Jamstvo

Ocene so namenjene izključno informacijam komitenta ter kvečjemu pooblaščenih tretjih oseb ter se posredujejo brez kakršne koli odgovornosti. ACREDIA ne jamči za popolnost, točnost in razpoložljivost podatkov ter informacij. Zahtevki za kakršnokoli škodo proti družbi ACREDIA so izključeni, razen če so zakoniti zastopniki ali zaposleni družbe ACREDIA ravnali naklepno ali iz hude malomarnosti. Jamstvo za posredno in posledično škodo ali za škodo, ki jo je povzročila višja sila, je izrecno izključeno. ACREDIA tudi ne odgovarja za odločitve, ki jih sprejme komitent zaradi bonitetne ocene, prejete od družbe ACREDIA.

### 5. člen Varstvo in varnost podatkov

Komitent, družba ACREDIA ter pooblaščen tretje osebe se zavezujejo, da bodo upoštevale določbe Splošne uredbe o varstvu podatkov (GDPR) in zakona o varstvu fizičnih oseb v zvezi z obdelavo osebnih podatkov (DSG).

Komitent sme zaprositi za oceno le v primeru upravičenega interesa skladno s točko f 6. člena Splošne uredbe o varstvu podatkov. Tovrsten upravičen interes obstaja, če se komitent želi obvarovati pred morebitno hudo finančno škodo (zaščita upnikov), ki lahko nastane zaradi grozečih težav s plačilom (potencialnega) pogodbenega partnerja. Družba ACREDIA ima pravico do preverjanja upravičenega interesa komitenta. V primeru dvoma lahko komitent svoj upravičen interes upraviči skladno s točko f 6. člena Splošne uredbe o varstvu podatkov.

Podrobnosti o obdelavi osebnih podatkov s strani družbe ACREDIA so na voljo v izjavi o varstvu podatkov, ki je dostopna na [www.acredigroup.com/en/privacy-policy](http://www.acredigroup.com/en/privacy-policy).

#### ACREDIA Services GmbH – Debt Collection

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## § 6 Duration of the contract

The Grading Agreement is concluded indefinitely. It ends at the latest with the termination of the corresponding insurance contract, without any further notice required. The right of use for a co-insured company ends with the termination of the insurance cover for the co-insured company.

ACREDIA and the client are each entitled to terminate the Grading Agreement at any time in writing, subject to a one-month notice period with effect to at the last day of the month. In addition, both contractual partners are entitled to terminate the contract at any time for good cause with immediate effect. A good cause is, in particular, the failure to comply with the client's obligation to treat the Gradings strictly confidentially and not to pass them on without authorisation. For the client, especially an amendment of the GTC ACREDIA Grading 2019 is an important cause for termination without notice.

## § 7 Final provisions

Place of performance is Vienna. For any disputes, the court competent for commercial matters in Vienna is agreed as sole place of jurisdiction. The contractual relationship is subject to Austrian law, to the exclusion of conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

Amendments and supplements to the Grading Agreement must be in writing. The client will be notified in writing of any changes to the GTC ACREDIA Grading 2019 at least one month before they become effective. The respective amendment shall become effective if the client does not exercise its right to termination for cause.

Should individual provisions be or become ineffective, the validity of the remaining provisions shall remain unaffected. The contractual partners undertake to replace any ineffective provisions with provisions that match most closely the economic purpose of this contract. n

## 6. člen Trajanje pogodbe

Dogovor o ocenjevanju se sklenu za nedoločen čas. Konča se najpozneje s prenehanjem ustrezne zavarovalne pogodbe, brez nadaljnje odpovedi. Pravica do uporabe za sozavarovanca se konča s prenehanjem zavarovalnega varstva za tega.

Družba ACREDIA in komitent sta upravičena, da dogovor o ocenjevanju kadarkoli pisno odpovesta ob upoštevanju odpovednega roka enega meseca, in sicer zadnji dan v mesecu. Poleg tega sta oba pogodbeni partnerja upravičena, da pogodbo s takojšnjim učinkom kadarkoli razveljavita ob navedbi pomembnega razloga. Pomemben razlog je zlasti neupoštevanje odgovornosti komitenta, ki z ocenami ne ravna strogo zaupno ter jih neupravičeno posreduje naprej. Za komitenta predstavlja zlasti sprememba splošnih pogojev poslovanja (AGB) za bonitetne ocene ACREDIA Grading 2019 pomemben razlog za izredno odpoved.

## 7. člen Končne določbe

Kraj izpolnitve je Dunaj. Za vse morebitne spore je izključna pristojnost dogovorjena na sodiščih za gospodarske zadeve na Dunaju. Za pogodbeno razmerje velja avstrijsko pravo, pri čemer so izključena kolizijska pravila in Konvencija ZN o pogodbah o mednarodni prodaji blaga.

Spremembe in dopolnitve dogovora o ocenjevanju morajo biti v pisni obliki. O spremembah splošnih pogojev poslovanja (AGB) za bonitetne ocene ACREDIA Grading 2019 se komitenta pisno obvesti najpozneje en mesec pred njihovo uveljavitvijo. Sprememba začne veljati, če komitent ne uveljavlja svoje pravice o izredni odpovedi.

Če so posamezne določbe neveljavne ali to postanejo, veljavnost preostalih določb ostane nespremenjena. Pogodbeni stranki se zavezuje, da bosta zamenjali neveljavne določbe s tistimi, ki so najbližje gospodarskemu namenu te pogodbe. n