

DEFINITIONS

The words written in capital letters in General Terms and Conditions of Contracts (GTC) and in the particular Orders have the following meaning:

Bisnode Polska – Bisnode Polska sp. z o.o. with its registered office in Warsaw, Plac Europejski 2, 00-844 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS No.: 0000228478, NIP (Tax Identification Number): 774 285 50 54, REGON (National Business Register Number): 140015088,

Bisnode D&B – “Bisnode D&B Polska” sp. z o.o. with its registered office in Warsaw, Plac Europejski 2, 00-844 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS No.: 00000044469, NIP (Tax Identification Number): 526 001 44 44, REGON (National Business Register Number): 010339883 – the franchisee of the brand, products and services of D&B in Europe,

Bisnode – Bisnode Polska or Bisnode D&B

D&B – Dun & Bradstreet Inc. with its registered office in New York, 103 JFK Parkway, Short Hills, NJ 07078, USA, listed on the New York Stock Exchange - the biggest and oldest economic intelligence service in the world, owner of the Bisnode Group since 08/01/2021.

Ordering Party – a legal entity, an organisational unit that is not a legal entity, which is granted legal capacity by law, or a natural person that is not a consumer within the meaning of Article 221 of the Civil Code, having its registered office or place of residence in the European Economic Area, placing an Order,

Parties – the Ordering Party and Bisnode,

General Terms and Conditions of Contracts – these General Terms and Conditions of Contracts of Bisnode,

Contract – an obligation relationship which arises between Bisnode and the Ordering Party in accordance with the provisions of these General Terms and Conditions of Contracts,

Order – willingness to purchase the goods or services of Bisnode expressed by the Ordering Party in writing or via the means of distance communication in the manner specified in these General Terms and Conditions of Contracts, on the basis of which an Agreement is concluded by the Parties,

Work – a manifestation of creative activity of an individual nature, particularly in On-line Services and Reports, constituting the subject of copyrights of Bisnode, D&B or another entity which is part of the D&B company group,

Licence – authorisation for the Ordering Party to use On-line Services and Reports in accordance with the conditions specified in the General Terms and Conditions of Contracts or the Contract,

On-line Service – a systematised, accessible on-line repertory of information concerning entrepreneurs which includes analyses and related services, created by Bisnode or D&B,

Report – a list of pieces of information prepared by Bisnode concerning a particular entrepreneur, whom the Order relates to,

Update on Request – creation or update of a Report indicated by the Ordering Party,

Monitoring Report – a report ordered in reaction to a notification sent by e-mail or from the On-line Service concerning changes in the Report. A Report downloaded in reaction to a notification sent by e-mail or from the On-line Service concerning changes in the previously downloaded Report constitutes an overview,

BIG Report – a report from the BIG (Economic Information Bureau) indicated by Bisnode, available for purchase in the On-line Service,

Domestic review – downloading from the On-line Service of an available, complete Report on a Polish entrepreneur,

Foreign review – downloading from the On-line Service of an available, current Report on an enterprise operating outside the territory of Poland,

Data export – downloading available business data from the On-line Service contained in a Report an enterprise in the form of a standardised database structure (Excel format).

Limit – a maximal number of products/services provided by Bisnode available under the Licence,

Access – possibility to use on-line all the information included in the On-line Service, to which the Order pertains, by an individual login and password,

Price List – provisions determining the remuneration for particular goods and services provided by Bisnode,

Businesss day – days from Monday through Friday excluding public holidays,

Force Majeure – all the circumstances or events independent from Bisnode, especially operation of the elements (i.a. floods, fires, hurricanes), power outage, telecommunication failure, decisions of the state authorities or other events on the occurrence of which Bisnode can exert no influence.

I. SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF CONTRACTS.

1. The General Terms and Conditions set out the rules for concluding Contracts for the sale of goods and the provision of services offered by Bisnode with customers being legal persons, organisational units without legal personality but which are granted legal capacity by an Act, or natural persons who are not consumers as defined in Article 22¹ of the Civil Code, having their registered office or a place of residence in the territory of a country belonging to the European Economic Area.
2. These General Terms and Conditions of Contracts are applicable to and constitute an integral part of all the Contracts and Orders relating to the sale and provision of Bisnode services unless the Parties stipulate otherwise. Every derogation from the application of these General Terms and Conditions of Contracts requires a written form in order to be valid. In case the provisions of the General Terms and Conditions of Contracts conflict with the content of the accepted Order, the provisions of the accepted Order shall prevail, unless they would be, in the light of generally applicable law, invalid or ineffective.
3. By concluding the Contract/placing an Order, the Ordering Party confirms its acceptance of these General Terms and Conditions, as an integral part of Contracts concluded with Bisnode.
4. The document on the General Terms and Conditions of Contracts does not require signature by the Parties and is available at www.bisnode.pl and at the Bisnode registered office.

II. CONCLUSION AND TERM OF THE CONTRACT

1. A Contract with the Ordering Party shall be concluded in particular on the basis of the Order placed with Bisnode, after its acceptance by the Parties. The Order may be placed in writing or by means of distance communication, namely by completing a form available on the Bisnode's website or via e-mail. Acceptance of the terms and conditions of the Order takes place after it is signed by the Parties. Bisnode shall have the right to refuse to accept the Order. In the event that Bisnode refuses to accept the Order, the Ordering Party shall have no right to claim against Bisnode in this respect.
2. The Contract or Order may be signed in particular with the use of a tool which is made available to Bisnode by an external supplier, enabling both Bisnode and the Ordering Party to affix an electronic signature.
3. The Order shall specify the detailed scope of Bisnode's services ordered by the Ordering Party, the period of provision of the services to which the Order relates, the Limits, as well as any other information required by Bisnode in the Order Form or any other information necessary for the performance of the Order, which Bisnode may request from the Ordering Party.
4. The Contract concluded for a definite term cannot be terminated prior to the lapse of the period, for which it is concluded, except for the cases specified in the General Terms and Conditions of Contracts.
5. The Contract concluded for an indefinite term may be terminated by each of the Parties with a six-months' notice.
6. In the event of termination of the Contract in the manner described in sections 4-5 above, the Ordering Party shall in no event be entitled to claim reimbursement of the remuneration paid from Bisnode.
7. Bisnode shall be entitled to terminate the Contract immediately, regardless of the term for which it was concluded, in the event that the Ordering Party fails to make timely payments stipulated in the Contract, or otherwise violates the provisions of the Agreement or the General Terms and Conditions of Contracts.
8. Announcements, advertisements, Price Lists and other commercial information of Bisnode constitute an invitation to commence negotiations in order to conclude the Contract, unless it unambiguously appears from their content that they constitute the offer solely addressed to a particular person or people.

III. ACCESS TO ON-LINE SERVICES

1. Access to the On-line Service shall take place by providing the Ordering Party with logins and passwords within 7 business days from the date on which the Bisnode account is credited with the payment of remuneration. The access shall be treated as confidential information and will be made available by Bisnode only to a person authorised by the Ordering Party to its receipt.
2. The Customer is obliged to comply with the terms of use of the On-line Service made available by Bisnode at <https://on-line.dnb.com.pl/>. At the same time, the Ordering Party represents that prior to the conclusion of the Agreement it has familiarised itself with the terms referred to in the preceding sentence.
3. The Ordering Party shall be entitled to use the On-line Service, Reports, and other Works solely under and within the scope of the Licence granted by Bisnode. The detailed terms and conditions of the Licence are specified in the Order.
4. The Ordering Party shall be fully responsible for the manner and purpose of use of the Access, including any actions by its employees or any third party to whom it has granted the Access. In particular, the Ordering Party shall be obliged to pay remuneration in accordance with the Price List or the Order in the event of

- exceeding the Limits or ordering paid options as a result of using the Access by the Ordering Party's employees or by third parties to whom it has entrusted the Access. Bisnode shall not be obliged to inform the Ordering Party that the Limits have been exceeded.
5. The Ordering Party shall not be entitled to make available, transfer or disclose the Access to On-line Services nor to information obtained from the On-line Service to unauthorised third parties. In the event that the Ordering Party breaches the provisions of this section, it shall pay Bisnode liquidated damages amounting to 10% of the Order value for each case of breach. In the event that the damage suffered by Bisnode exceeds the value of the liquidated damages, the Ordering Party undertakes to remedy the damage according to general rules exceeding the value of the liquidated damages.
 6. Bisnode shall not be liable to the Ordering Party for any potential use of the Limits or any other negative consequences arising as a result of transferring Access to third parties by the Ordering Party.
 7. The Ordering Party undertakes to use the Access to the Bisnode On-line Services and the information obtained from the On-line Service only in the territory of the Republic of Poland, and in particular the Ordering Party is not authorised to make it available to the users who will use the Bisnode On-line Services outside the territory of the Republic of Poland. In the case of a breach of the provisions of this section, the Ordering Party shall be obliged to release Bisnode from any claims of third parties in this respect, make good the damage suffered by Bisnode, as well as to refund Bisnode all costs incurred in connection with the necessity to defend its rights, including the costs of potential administrative penalties.
 8. The Ordering Party undertakes not to use, without a prior written consent of Bisnode, any devices, software, scripts or any other technical means used for automatic data downloading from the Bisnode databases, and not to take any actions which may in any way disturb functioning of the Bisnode software, databases or the On-line Service. In the case of a breach of the provisions of this section, the Ordering Party shall be obliged to release Bisnode from any claims of third parties arising out of actions taken by the Ordering Party, to remedy the damage suffered by Bisnode, as well as to refund Bisnode all costs incurred in connection with the necessity to defend its rights.
 9. Bisnode undertakes to exercise the utmost care so that the information provided on the basis of the Order in the On-line Services is reliable and complete.
 10. Without prejudice to generally applicable laws on the protection of personal data, Bisnode reserves the right to refuse to disclose the sources of information contained in the Works.

IV. REMUNERATION

1. The remuneration for the goods offered or services rendered by Bisnode for the Ordering Party shall be determined by Bisnode in net amount in particular Orders.
2. In the case that the Ordering Party does not use the joint Order value during the Licence period, all the unused Limits or the unused budget for Updates on Request shall not be extended to the consecutive periods of cooperation and the remuneration shall not be subject to refund.
3. Should the Ordering Party resign from the Order after Bisnode has commenced action leading to completion of the Order, the Ordering Party shall bear the full costs of completion of the Order.
4. In the case of failure to pay the amount due for the Order completed by Bisnode, Bisnode has the right to block Access to the On-line Service covered by the Order, as well as to refuse to accept further Orders from the Ordering Party until the payment of the overdue payment is settled, however the blocking period does not affect the duration of the Order, which is not extended accordingly.
5. The Parties accept the possibility of introducing new payable functionalities to the products offered by Bisnode in the Contract. Bisnode will place information concerning a new functionality on the website and will advise the Ordering Party on its introduction by e-mail. Using the new functionalities is not obligatory, an additional fee will be charged according to the prices currently standing at Bisnode and the prices made available to Ordering Company only in case of using the functionality by Ordering Company. The above will not be treated as an alteration of the Contract stipulations and will not require signing of an annex.

V. COMPLAINT PROCESS. LIABILITY OF THE PARTIES

1. The Ordering Party has the right to file a written complaint concerning the goods or services provided by Bisnode within 30 days from the date of delivery of the goods or the provision of services by Bisnode, or from the date on which the goods were to be delivered or the service was to be provided in accordance with the Order.
2. **In order to be processed, all complaints must be submitted in writing to Bisnode or by e-mail to kontakt.pl@bisnode.com.**
3. Bisnode shall consider the complaint within 14 business days from the date of the complaint receipt from Ordering Party. Failure to process a complaint within the time limit specified in the preceding sentence shall in no case constitute grounds for Bisnode to consider the complaint to be justified.

4. By placing an Order, the Ordering Party declares that it is aware of and agrees to the fact that it uses the information supplied by Bisnode as part of Contracts at its exclusive risk and that such information shall not be the basis to assert any claims against Bisnode in relation to the use of the information, including claims for loss of profits or claims for damage resulting from the use of the data obtained from Bisnode based on the concluded Contracts.
5. The Ordering Party shall not be entitled to assert any claims against Bisnode for damage resulting from the delay or extension of the Order completion deadline if the delay or extension is caused by reasons for which Bisnode is not responsible, in particular Force Majeure or actions attributable to the Ordering Party.
6. Bisnode's compensation liability shall be limited to the real damage suffered by the Ordering Party (entirely excluding indirect damages, including lost profits) and to (i) the amount not exceeding the remuneration determined in accordance with the provisions of the Order, which the complaint relates to, or (ii) the amount of PLN 90,000.00, depending on which of these amounts is lower.

VI. COPYRIGHTS AND CONFIDENTIALITY OF INFORMATION

1. Bisnode holds all the intellectual property rights, including the author's economic rights in the Works made available to the Ordering Party. In particular, Bisnode holds exclusive and non-transferable to third parties rights in logotypes and registered trademarks marked in the On-line Services being Bisnode's property.
2. Bisnode shall not transfer the author's economic rights in the Works to the Ordering Party, unless anything else has been directly stipulated by Bisnode in the Order or the Contract. Without a written consent of Bisnode, the Ordering Party shall have no right to distribute, either for remuneration or free of charge, in their entirety or in part of the Works made available by Bisnode, to rent or lease them, publish and make them available, multiply or modify using any kind of technology or technical means.
3. Each information or its part included in the Works of Bisnode must be treated by the Ordering Party as strictly confidential and may be used only for own needs of the Ordering Party related to the conducted business activities, unless it has already been publicised earlier in the public open registers.
4. The Ordering Party shall be obliged not to provide, forward or disclose any information obtained in connection with the conclusion of the Contract or during the performance of the Contract, its part or related comments in any form to third parties, unless the Ordering Party has an explicit written consent of Bisnode, or is required to do so in accordance with the applicable provisions of law.
5. In the case that the Ordering Party used data obtained from Bisnode in order to transfer commercial information by e-mail or present the product range by phone, the Ordering Party shall be obliged to obtain in advance a relevant consent from the recipient in accordance with the provisions of the Act of 18 July 2002 on Providing Services by Electronic Means and the Telecommunications Act of 16 July 2004, in particular its Article 172(1).
6. In the event of a breach of the provisions of sections 2-5 above, the Ordering Party shall release Bisnode from any claims of third parties in this respect and pay Bisnode liquidated damages amounting to the remuneration relating to the Order based on which data subject to the breach were obtained. In the event that the damage suffered by Bisnode exceeds the value of the liquidated damages, the Ordering Party is obliged to repair it, over and above the value of liquidated damages, on general principles.
7. Information provided by the Ordering Party to Bisnode is treated as strictly confidential. In order to provide confidentiality the data transferred by electronic mail shall be protected with a password.

VII. PERSONAL DATA

1. Within the meaning of Regulation 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "General Regulation" or "GDPR") Bisnode is the controller of personal data contained in the products in the portfolio, in particular in On-line Services, subject to exceptional situations in which the personal data controller is another entity, D&B in particular.
2. The Ordering Party confirms that it is aware that:
 - 2.1. the information delivered by Bisnode, based on the Order and within the DunTrade® programme, may contain personal data,
 - 2.2. it becomes a separate controller of personal data received from Bisnode, which it processes within the meaning of the General Regulation,
 - 2.3. it is obliged to perform all obligations incumbent on the controller of personal data, as specified in the generally applicable legal regulations concerning the protection of personal data, in particular in the General Regulation.
3. Based on the transparency principle referred to in Article 5(1)(a) of the GDPR, if the Ordering Party, using personal data obtained from Bisnode, contacts data subjects, the Ordering Party shall be obliged to inform such data subjects both about Bisnode as the data source and about the possibility of obtaining further

information about Bisnode's processing of personal data at the following address:
<https://www.bisnode.pl/duje-dane-biznesowe/>.

VIII. PERSONAL DATA PROCESSING OUTSOURCING

1. In order to enable Bisnode to perform some of the concluded Contracts, it may be necessary to provide Bisnode with personal data, the controller of which is the Ordering Party. Due to the provisions of the preceding sentence and Article 28 of the GDPR, the inclusion of the provisions concerning the outsourcing of the processing of personal data in the contents of these General Terms and Conditions of Contracts is necessary and is a condition of further cooperation between the Parties in the performance of the Contract.
2. The Ordering Party, as the controller of the personal data of its customers, potential customers or their affiliates, pursuant to Article 28 of the GDPR hereby outsources to Bisnode the processing of the following personal data for the term of the Contract: first and last name, company, country, NIP number, REGON number, first and last name of the contact person, telephone number and e-mail address of the contact person, financial data in the form of balance sheet or profit and loss account and data from simplified accounting (hereinafter referred to as "the Personal Data").
3. Bisnode processes the Personal Data outsourced to it within the scope and purpose defined in this section, without precluding Bisnode, as its controller, from independently processing the Personal Data within the limits and under the generally applicable provisions of law, including the GDPR.
4. The Ordering Party declares and guarantees that the processing, in particular the collection of the Personal Data, takes place in accordance with the GDPR and other generally applicable legal regulations and that the Ordering Party is the entity authorised to entrust Bisnode with the processing of the Personal Data. In addition, the Ordering Party undertakes to periodically check the correctness of the entrusted Personal Data in substance.
5. Bisnode declares and warrants that it implements and applies appropriate technical and organisational measures to ensure that the processing of the Personal Data entrusted to it is carried out in accordance with the provisions of this clause (VIII. Personal data processing outsourcing) and the generally applicable law in the field of Personal Data protection, in particular in accordance with the GDPR. These measures shall be kept under constant review and updated as necessary.
6. The following categories of processing activities may be undertaken with respect to the Personal Data: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
7. The remuneration to which Bisnode is entitled for entrusting the processing of the Personal Data by the Ordering Party shall be covered by the remuneration resulting from the Contract.
8. The Ordering Party grants Bisnode a general consent to use the services of other processors. Bisnode uses a list of these entities, which is updated on an ongoing basis. Bisnode shall notify the Ordering Party of any intended changes to the addition or replacement of the listed entities, thereby giving the Ordering Party the opportunity to object to such changes.
9. In the case of instructions/orders given by the Ordering Party, Bisnode shall be obliged to immediately inform the Ordering Party of the situation when, in its opinion, the instruction/order given constitutes a breach of the provisions of the GDPR or other generally applicable provisions of the law concerning the protection of personal data.
10. Bisnode shall have the right to suspend the execution of the Ordering Party's instruction/order, which, in its opinion, constitutes a breach of the provisions of the GDPR or other generally applicable provisions of the law, until it is confirmed or modified by the Ordering Party.
11. Within the limits of entrusting the processing of the Personal Data, Bisnode shall be entitled and obliged to grant authorisations to process the Personal Data to persons employed by it or cooperating with it on the basis of civil-law agreements. Bisnode shall be obliged to ensure that persons who are not authorised to do so do not participate in the processing of the Personal Data.
12. Bisnode shall be obliged in particular to:
 - 12.1. the processing of the Personal Data only on documented instructions from the Ordering Party, including the transfer of the Personal Data to a third country or international organisation, unless such an obligation follows from generally applicable provisions of the law. At the same time, the Parties agree that the processing of the Personal Data to the extent, for the purpose and within the time specified in this clause constitutes the processing of the Personal Data on the documented instructions from the Ordering Party. Any additional instructions regarding the processing of the Personal Data shall be provided to Bisnode by the Ordering Party by electronic means,
 - 12.2. ensure that persons authorised to process the Personal Data undertake to maintain secrecy or be subject to an appropriate statutory obligation of secrecy,
 - 12.3. take all measures required under Article 32 of the GDPR, taking into account the state of technical knowledge, costs of implementation and the nature, scope, context and purposes of the processing, as well as the risk of infringement of the rights or freedoms of natural persons with different probability and severity of the risk,
 - 12.4. observe the conditions of using the services of another processor referred to in Article 28(2) and (4) of the GDPR; In the case of sub-entrustment of the processing of the Personal Data, Bisnode undertakes to include in its agreements with sub-processors provisions according to which sub-processing agreements shall be automatically terminated in the event of termination of the Contract,
 - 12.5. taking into account the nature of processing, as far as possible, assist the Ordering Party, through appropriate technical and organisational means, in fulfilling the obligation to respond to the request of the data subject, in the scope of exercising his/her rights set forth in Chapter III of the GDPR (in particular, to immediately inform the Ordering Party that the data subject has sent Bisnode correspondence containing a request to exercise his/her rights set forth in Chapter III of the GDPR, as well as to make the contents of such correspondence available),
 - 12.6. taking into account the nature of processing and the available information, help the Controller in fulfilling the obligations defined in Articles 32-36 of the GDPR,
 - 12.7. provide the Ordering Party with all the information necessary to demonstrate compliance with its obligations set out in this contract and to allow the Ordering Party or any auditor authorised by the Ordering Party to conduct audits, including inspections, as well as to actively cooperate audit personnel. The Parties agree that audits and inspections shall be conducted by the Ordering Party at least 14 (in words: fourteen) days in advance.
13. Without the explicit instructions from the Ordering Party, Bisnode shall not be obliged to notify the supervisory authority or the data subjects of any Personal Data breach.
14. The costs related to the audit, referred to in section 12.7 above, shall be borne by the entity which commissioned the audit, without the right to demand reimbursement of such costs, or payment of any additional remuneration.
15. In the event of termination or expiration of the Contract, Bisnode shall immediately return to the Ordering Party all Personal Data (and copies thereof) the processing of which has been entrusted to it or, with a written commitment from the Ordering Party, shall destroy the Personal Data entrusted to it, including effectively remove them from the electronic media at its disposal, unless the storage of the Personal Data is required under UE law or the generally applicable law in the territory of the Republic of Poland.
16. In the event that Bisnode violates the provisions of this clause or generally applicable laws regarding the protection of personal data, and as a result of which the Ordering Party is obliged to pay compensation or is fined, Bisnode undertakes to reimburse the Ordering Party for the losses and costs incurred in this respect.
17. Bisnode shall be liable, as referred to in section 16 above, solely due to wilful misconduct. Bisnode's liability to the Ordering Party for damages shall be limited to the net remuneration specified in the Contract or Order. For the avoidance of any doubt, the Parties indicate that Bisnode shall not be liable in particular in a situation where damage occurred due to the fact of Personal Data processing in accordance with the instructions/orders of the Ordering Party.

IX. DUNTRADE® PROGRAMME

1. Participation in the DunTrade® programme is voluntary, free of charge and lasts indefinitely after acceptance of the General Terms and Conditions of Contracts expressed in the Order for the On-line Service selected by the Ordering Party.
2. In order to participate in the DunTrade® programme, the Ordering Party must provide reliable information about its customers (in terms of their payment balances) in the form of a receivables report every month. The receivables report referred to in the preceding sentence should include the following: registration name, address, NIP number, value of liabilities towards the Ordering Party, ageing structure of liabilities towards the Ordering Party and information on bankruptcy applications filed by the Ordering Party.
3. The receivables report referred to in item 2 above shall be delivered by the Ordering Party by the 15th day of each calendar month, as at the last day of the month preceding the month in which the receivables report is delivered (excluding disputed receivables).
4. The Ordering Party declares that its processing of personal data within the receivables reports, referred to in section 2 above, shall be carried in accordance with the generally applicable provisions of law, and also that it is an entity authorised to provide Bisnode with personal data contained in the receivables reports, and that this data is correct. In the event that any of the statements referred to in the preceding sentence proves to be untrue, the Ordering Party shall indemnify Bisnode against any third party claims in this respect, redress damage suffered by

- Bisnode and hold Bisnode harmless from and against all costs and expenses incurred in connection with the necessity to defend its rights, including any administrative penalties.
- The Ordering Party using the DunTrade® programme shall receive feedback on its customers in respect of their account balance in the form of an aggregated receivables ageing report submitted by the other programme participants (while maintaining their anonymity) in accordance with the models provided by Bisnode.
 - In case of denying the truthfulness of the data concerning payment experience included in the receivables ageing reports, Bisnode shall have the right to demand confirmation and the Ordering Party shall be obliged to present an accounting document, on the basis of which the occurrence of the payment delay in doubt was listed.
 - If an affected third party makes a claim regarding the correctness of the information provided as part of the DunTrade® programme, Bisnode shall first try to resolve the dispute amicably. If Bisnode incurs costs due to the claims, referred to in the preceding sentence, Bisnode shall exercise the right of recourse against the Ordering Party who sent untrue information to Bisnode concerning the affected entrepreneur.

- form and the scope of its use. The Ordering Party shall have the right to withdraw its consent concerning the use of its logotype in the scope and form presented by Bisnode.
- The Parties undertake to update the data included in the Order, which influence its fulfilment, in writing in order to be valid. The Ordering Party shall be obliged in particular to notify Bisnode in writing on the change of the correspondence address, to which the invoice and all the correspondence should be sent. The invoice and other correspondence shall be deemed duly served to the address specified in the Order within 7 days from the date of their sending.
- Subject to the provisions of the General Terms and Conditions of Contracts, any amendments to the terms and conditions of the Contract and Order shall not be valid unless made in writing.
- Possible disputes arising in connection with the concluded Contracts shall be settled by the Common Court competent for Bisnode’s registered office.
- In matters not provided for in the Contract, the Order and these General Terms and Conditions of Contracts, the provisions of the Civil Code and other generally applicable legal regulations shall apply.

X. DEADLINES FOR THE IMPLEMENTATION OF THE UPDATE ON REQUEST

Zone	Standard	Express	Super express
Poland	5	3	1
I	5	3	-
II	5	-	-
III	5	-	-
IV	10	7	-
V	14	10	-
Translation of the foreign report into Polish	5	3	-

Deadlines are in business days, counted from the day following order placement. Preparation of the report as Express – 2x the price, as Super express – 3x the price. The countries or geographical zones assigned to particular zones in the above table are listed in the Order.

The provisions of the General Terms and Conditions of Contracts of Bisnode Polska were approved and signed by Andrzej Osiński, authorised to the sole representation of the Management Board of Bisnode.

As of 01 April 2021, these General Terms and Conditions of Contracts shall replace in their entirety all the provisions of the General Terms and Conditions of Contracts that have been in force so far.

Bisnode has joined Dun & Bradstreet. Please note that until further notice the formal legal entity name Bisnode remains in relation to registration number/VAT number.

XI. CHANGE TO THE GENERAL TERMS AND CONDITIONS OF CONTRACTS AND PRICE LISTS.

- Bisnode shall inform the Ordering Party via e-mail or the On-line Service each time if a change to the contents of the General Terms and Conditions of Contracts takes place, and of the date of its entry into force. The changes are effective as of the determined date of their entry into force, unless the Ordering Party terminates the Contract with the 14-day (say: fourteen) period of notice, counting from the date on which the information concerning the change was received.
- If any of the provisions of the General Terms and Conditions of Contracts are found invalid or ineffective by any competent court or as a result of future legislative or administrative actions, such finding or actions shall not invalidate or make ineffective other provisions of this document. If the stipulations of these General Terms and Conditions of Contracts are found illegal or ineffective definitely, these stipulations are deemed to be excluded from these General Terms and Conditions of Contracts, but all the remaining stipulations will still be fully in force and effective, and stipulations considered illegal or ineffective will be substituted by stipulations with similar meaning, reflecting the intention of the original stipulation within the scope permitted by the applicable provisions of law.

XII. FINAL PROVISIONS

- The Ordering Party agrees to make the content of the Contracts and details of the services provided by Bisnode available to the Bisnode Group entities authorised by Bisnode, including members of their authorities and employees. The transfer of the aforementioned information may take place particularly in order to fulfil obligations resulting from Polish law and foreign law, concluding other agreements with the Ordering Party or submitting other offers.
- The Ordering Party grants Bisnode a consent to use the Ordering Party’s logotype for marketing and contact purposes. Prior to the use of the Ordering Party’s logotype, Bisnode undertakes to contact the Ordering Party and to determine the