



TERMS and CONDITIONS

1. Coface Bulgaria Credit Management Services (hereafter referred to as Coface) offers its Clients direct access to data stored in the Coface database „ Coface Central Europe Online „ (hereafter referred to as „ ICON „) .
The Client shall be defined as the company or sole trader to which or to whom Coface provides online credit management services. The Client may have more than one user who is permitted to access ICON. The user shall be defined as a natural person, who must be registered separately in the system. An access authorization may only be issued to one specific user and may not be utilized by more than one user.
2. Coface hereby licenses the information provided on a non-exclusive basis to the Client for his internal use only and the Client agrees to only make the information available to his own employees on a need to know basis. The Client shall maintain the confidentiality of all information to the same degree that he uses for handling of his own confidential information and data.
3. ICON shall be available to the Client for queries 24 hours per day, 7 days per week. Coface reserves the right to close the system for maintenance and technical reasons.
Although Coface endeavours to provide uninterrupted access, permanent availability can not be guaranteed.
4. Coface shall not be liable for any damages resulting from the use of ICON. When Coface provides information via ICON, which may in whole or in part represent expressions of advice or opinions based on data supplied by third parties, Coface will be unable to verify the accuracy of such information in every case and will therefore accept no liability for any errors therein or omissions thereto. Furthermore, Coface excludes any liability for subsequent damage.
5. Coface shall provide the Client with a complete range of business information and direct access to its services via ICON. The information provided is restricted in use to the Client, who is obliged to maintain the confidentiality of this information. The Client shall be responsible for any damages to Coface or to third parties resulting from violation of this provision.
6. The Client shall agree, within reason, to use and equip the user workstations both technically and commercially in such a way that unauthorized persons cannot access the database. The access authorization provided by Coface to users shall remain confidential.
7. Coface does not warrant the correctness and completeness of the queried data or the information contained therein, or the availability of specific data. The Client agrees and understands that the information provided
 - (a) is based upon subjective determination;
 - (b) is subject to obsolescence at varying and unpredictable rates and may therefore not be current or include subsequent material changes or events;
 - (c) may not be complete and is not guaranteed;
 - (d) is subject to changes made from time to time;
 - (e) may not be immediately available;
 - (f) may not be available for all companies and businesses;
 - (g) are confidential and provided to you for your use at your sole risk and liability, and
 - (h) are proprietary and copyrighted information.
8. The Client represents and acknowledges that
 - (a) he regularly uses in his business data similar the information and data provided via ICON and is familiar with the rights, conditions and limitations in its use;
 - (b) Coface, and its parent companies, subsidiaries and affiliates shall not bear any responsibility or liability for any business, financial or other decisions made by the Client based upon the provided information; and
 - (c) the Client shall exercise his independent business judgment in making such decisions.
9. By accepting these Terms and Conditions, the Client expressly acknowledges his/her compliance with the provisions of the Data Protection for the processing and transfer of data and also agrees to the corresponding processing and communication of data by Coface or one of its subsidiaries. The communication of data is part of the business activities of Coface.
10. (a) All copyright and ownership rights in and to ICON and the information provided are reserved. Nothing in these Terms and Conditions shall be understood as granting, expressly or by implication or estoppel, any rights in and to the provided information to the Client except for the limited non-exclusive license granted in this article.
 - (b) The Client agrees to refrain from all activities that would enable him/her or third parties to reproduce the query system, structure of the database, or forms of individual documents. This obligation shall also remain in effect after the termination of the contractual relationship with Coface.
 - (c) The Client may copy the provided information either electronically or otherwise, provided he does not disseminate or disclose it in any way to any third party without the prior express written consent of Coface.
11. Coface reserves the right to terminate, without notice, the relationship with the Client if he/she has not fulfilled a fundamental obligation. Furthermore, the General Terms and Conditions for the various services shall apply.
12. The fees for queries in the ICON database are provided in the corresponding price list, offer or online order confirmation screen.
13. These Terms and Conditions shall be governed by Bulgarian law. The exclusive place of jurisdiction is Sofia.



Disclaimer:

The information and/or data provided are subject to the general terms and conditions or individual contract terms and may be used only for the purpose they have been requested for.

The information and/or data provided may in whole or in part represent or contain advice or opinion based on information or data provided by third parties the accuracy or completeness of which can-

not be verified in every case. Therefore, Coface does not warrant the accuracy and completeness of any information and/or data provided or the validity of any advice or opinion contained therein and will accept no liability for any error therein or omission therefrom.

The recipient undertakes at all times to exercise its own judgement in the use of the information and/or data provided and shall be solely liable for all opinions, recommendations, forecasts or comments made or actions taken.