

Specific terms and conditions

Definitions:

Unless the context requires otherwise, the terms in this agreement shall have the following meaning :

Agreement : means this “ End User subscription agreement”

Authorized User : End User or people authorized by End User to use the Services within End Users company or legal entity

Authorized Use : use by End User of the data delivered through the Services for direct marketing purposes.

Processor : data Processor according to art. 1. (e) of the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (“Eur. Privacy Directive”).

Effective date : the date on which End User clicked the “I accept the specific “terms and conditions” and the “terms and condition” button.

End User : you, your company or legal entity including all Authorized Users that use the Services.

End User Data : the data that was submitted to Bisnode Belgium for the purpose of the use of the Services.

Fee(s) : the fee(s) payable to Bisnode Belgium for the use of the Services.

Website : the present website.

1. Every order placed either off line or via the Website, implies a formal acceptance of the present specific terms and conditions and the “Bisnode terms and conditions”, excluding the application of End Users proper terms and conditions.
2. Bisnode Belgium reserves the right to refuse to award a login or to refuse an order or a delivery, especially in the case where the client is not recognized in its referential files or in case of anomaly in the procedure.
3. Bisnode Belgium grants to End User a non exclusive license to use the data obtained in the framework of the Services for direct marketing purposes, excluded any other direct or indirect performance for third parties (including any kind of sales, distribution, transfer, directly or indirectly, free of charge or for consideration, license to third parties or any other use by third parties) and against payment of the Fee(s).
4. In order to obtain access to the Services, End User is requested to identify to receive a login and password. Aforementioned login and password are strictly confidential. End User undertakes to carefully preserve this information in order to avoid any abuse by people that are not Authorized Users. Bisnode Belgium cannot be hold responsibly in case of unauthorized use of the End Users login and password due to inaccurate behavior of End User with regard to the protection of his login and password. End User undertakes to inform Bisnode Belgium as soon as possible, in case he would become aware of unauthorized use of his login and password by an unauthorized user.
5. For the realization of the Services (the Purpose), End User has to upload End User Data containing personal data in the sense of the Belgian law of December 8, 1992 on Privacy Protection in relation to the Processing of Personal Data as modified by the law of December 11, 1998 implementing Directive 95/46/EC (“the Privacy act”).
As a consequence, in processing personal data, Bisnode Belgium shall respect all provisions of the Privacy Act. Bisnode Belgium warrants that it will comply with all requirements of this legislation and that its employees, partners, subcontractors etc shall respect all the provisions of the applicable Belgian and, if applicable, European legislation related to Data Protection.
6. Bisnode Belgium recognizes that the End User is the owner of the End User data (or disposes of all required usage rights). Bisnode Belgium will act as a Data Processor with regard to the personal data contained in End Users database and commits to process the personal data only upon explicit instruction of the End User.
7. Bisnode Belgium undertakes to use the End User data only for the realization of Services.
Bisnode Belgium warrants that it will not make the End User's data public in any manner nor reproduce it or use it to enhance his proper databases, unless prior written agreement from the End User or in case of legal obligation to do so.

BISNODE BELGIUM NV/SA

Researchdreef 65 Allée de la Recherche
1070 Brussels, Belgium
T +32 (0)2 555 94 44
F +32 (0)2 521 12 00
www.bisnode.be

IBAN: BE22 2100 7875 3847
BIC: GEBABEBB
BTW/TVA BE 0458.662.817
RPM/RPR 0458.662.817

These confidentiality obligations shall however not apply to any portion of the End User Data which Bisnode Belgium can prove

- a) was already known to Bisnode Belgium prior to any disclosure by End User,
- b) was publicly available prior to any disclosure by End User, or subsequently becomes public information through no breach of this agreement ,
- c) was received by the Bisnode Belgium from a third party lawfully in possession of the same and not in breach of any agreement or any confidential relationship with End User or
- d) was independently developed by Bisnode Belgium, its parent or affiliated companies without reliance upon the confidential Information of the End User.

8. Bisnode Belgium will install and use appropriate technical and organizational measures to warrant the confidentiality and security of the End User Data during the processing by Bisnode Belgium or any person acting within its legal competence.
9. If Bisnode Belgium discovers at any moment that there is infringement of the security of the End User Data, it shall immediately notify the End User of the nature and gravity of the infringement and will take all the required remedial measures.
10. Bisnode Belgium will store the End User Data no longer than is necessary for the Purpose. Bisnode Belgium warrants indemnifying End User against damages suffered by End User as a result of non-compliance of Bisnode Belgium with the provisions of this agreement or the provisions of the Privacy Act.
Where Bisnode Belgium subcontracts its obligations under this clause, it shall impose the same obligations regarding confidentiality and security of End User Data to the subcontractor as those imposed to Bisnode Belgium.
Where the subcontractor fails to fulfill its data protection obligations as set out in the present clause, Bisnode Belgium shall remain fully liable to the End User for the performance of the subcontractor's obligations under the present clause.
11. The Fee applicable to the Services is the fee that is mentioned on the offer. All fees mentioned are VAT exclusive.
12. Bisnode Belgium's invoices are due 30 days end of month following the invoice date. If payment is not received by the due date the amount owed will be automatically subject to a late payment interest of 1% per month. Moreover, the amount due will also be increased by 15% and no less than € 50.00. If the End User requests that Bisnode Belgium's invoices are addressed to a third party, the End User will guarantee payment.
13. Bisnode Belgium commits to take maximum care of the delivery and where appropriate, the update of the delivered data. Unless otherwise indicated in writing, the processing of the Services is estimated to take one (1) business day. Except otherwise indicated in writing, Bisnode Belgium does not warrant the delivered data to be complete or free of error nor does Bisnode Belgium warrant the delivered data to fit for the realization of a defined objective or the achievement of a result. Bisnode Belgium cannot be held responsible for error, fault or concealment in the information supplied by the End User.
14. Compensations at the expense of Bisnode Belgium will not exceed the price of the disputed service. In case of consecutive services the compensation is limited to the disputed services that were performed within the three last months.
15. All complaints regarding the delivery of the Services shall be notified in writing to Bisnode Belgium within 15 days after delivery of Services. For invoices, a term of 1 month after invoice date shall apply.

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