



COFANET TERMS & CONDITIONS

**To Compagnie Française d'Assurance pour le Commerce Extérieur ('Coface') –
Egale1, 80 St Albans Road, Watford, WD17 1 RP**

We, 'The Insured', want to benefit from the services offered through Cofanet. We are also shown as 'The Insured' in the records of Coface. Cofanet will enable us to have on line access in order to:

- a) Manage our credit limits: make initial or modified applications for credit limits; monitor our current credit limits and @ ratings on buyers; request modifications in the amount of cover or cancel limits.
- b) Generate messages within the system to your underwriters.
- c) Have access to information concerning the activities or products of Coface or of its affiliates or partners.
- d) Consult, save and track @ratings on our buyers
- e) Purchase credit information reports on businesses in various countries, when available.

1) We acknowledge that you, Coface, are the author of Cofanet and owner of all intellectual property rights relating to it. This agreement is a non-exclusive non-transferable sublicense to use Cofanet. We undertake not to copy it (except as a back-up copy), nor to translate modify or re-engineer Cofanet and not to change any anomalies. We undertake not to assign this agreement to any third party nor to assign any right arising from it, not to sublicense Cofanet and not to put Cofanet at the disposal of any third party, free of charge or not. If you give written consent for Cofanet to be available to any of our associated or subsidiary companies, we warrant that all companies will conduct themselves within this agreement.

2) We will use Cofanet solely for the purposes of the management of our credit limits or for the services specified above. We acknowledge that Cofanet can be delivered to us through Internet. We accept your guarantee that Cofanet complies with the Cofanet User Guide but that you do not guarantee that Cofanet will meet our requirements nor that Cofanet is compatible with any hardware or software used by us jointly with Cofanet.



We acknowledge that the first use of Cofanet will constitute the acceptance of Cofanet whatever the form of its delivery. You have the right to make any change to Cofanet. In this event, we will adapt our IT environment in accordance with the instructions which will be given to us. We shall be given notice of changes for their implementation and if we cannot or do not want to modify our IT environment, we will be free to arrange immediate cancellation of Cofanet.

3) As a user of Cofanet, we will be allocated a subscriber number and a confidential access code. The subscriber number and access codes will be changed where necessary to prevent their use by any third party or any other unauthorised parties. We acknowledge that you shall not be liable in case of the theft of an access code or in case of unauthorised use of it. You may at your discretion act on instructions without taking steps to ensure the authenticity of them.

4) We accept that you will not guarantee that Cofanet will operate without delay, interruption or malfunction. While Cofanet is provided by you with reasonable skill or care, you are authorised to permit any interruption or malfunction of Cofanet due to exceptional circumstances or to any act arising from third party. Your right is acknowledged to subcontract your obligations in respect of Cofanet or to raise invoices for Cofanet items by a Coface subsidiary or associate company.

5) The information, the credit limits, the @ratings and the credit information reports which we access are all strictly confidential and only open to the exclusive use of our company. We undertake consequently not to communicate them to any third party, to resell them and to disclose to any third party the origin of our information. The viewing of Cofanet for the management of credit limits is included in your insurance charges, which are invoiced to us. You will provide details separately of the charges for any consultation of an @rating, any request for its tracking or the consultation of any information report. You will have the right to amend the amount of these charges by thirty days prior notice. Any consultation of an @rating, any request for its tracking or any consultation of a credit information report after this thirty days period will be deemed as an acceptance by us of the amended price.

6) We acknowledge that the @ratings will be delivered to us without warranty about their accuracy or adequacy and that you shall not be liable if the credit information reports, that we consult, contain errors or omissions. Consequently we shall be solely liable for the decisions that we shall take on their basis except in the case of limits provided for your insurance. We agree that you will be not be liable for any subsequent loss of profits, turnover, business opportunities, customers, goodwill or for any economic or consequential loss arising from Cofanet and the services described above. Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence. We acknowledge that we will be liable for damages arising from our acts, especially from the unauthorised access to Cofanet, from its destruction or from damages caused to Cofanet or from any act not performed in accordance with the User Guide and the present license.

7) In the event that you may be deemed liable for direct damages, we undertake that the amount of our claim would not exceed, for all loss or damage:

- For the use of Cofanet or the management of credit limits, the annual charges preceding the date of our claim.
- For the consultation of an @rating, its tracking or a consultation of a credit information report, the amount paid for the item.

8) This agreement may be cancelled at any time by us or by you with thirty days' notice in writing. If we breach any of our obligations arising or if we do not pay any sum on the due date, you have the right, to terminate Cofanet immediately. The Cofanet service will be terminated without further notice on termination of insurance specified above.

9) These terms and conditions are in compliance with English law. Any dispute arising from the validity, interpretation or performance of this agreement shall be governed accordingly.