General Terms and Conditions of Compass-Verlag GmbH

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all present and future services provided by Compass-Verlag GmbH, FN [Austrian Business Register number] 124277k, Commercial Court Vienna [*HG Wien*] (hereinafter also referred to as "Compass") to the contracting party (hereinafter referred to as "Subscriber") in connection with the product "Wirtschafts-Compass". Terms or conditions of the Subscriber which differ from the GTC of Compass-Verlag GmbH do not apply.

1. Services

We, Compass-Verlag GmbH, Schönbrunner Straße 231, 1120 Vienna, are your contractual partner. Our contact details are:

Phone: (+43) 1 98116-400
Fax: (+43) 1 98116-118
Email: office[at]compass.at

Inquiries are usually answered within two business days. Further information about our company can be found in the legal notice at https://compass.at/de/ueber-compass.

1.2. "Wirtschafts-Compass" is a web-based application via which the Subscriber may search the Compass databases. The Compass databases are fed from different sources which are linked to one another. The subject matter of the contract, the ancillary conditions of which are stipulated herein, is paid use of Wirtschafts-Compass. Regarding the costs a distinction has to be made between the remuneration to which Compass is entitled and the official fees for specific searches. The conclusion of the contract, the type and volume of the services to be rendered (i.e. the Wirtschafts-Compass specifications), the amount of costs and the term of the contract are separately documented in writing. Unless otherwise agreed, availability guarantees in specific contracts refer to one year.

1.3. The use of Compass services is generally intended only for businesses within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*, "KSchG"). Business status must – where possible – be verified during the registration process by appropriate documentation (e.g. company register number or GISA number) or at least expressly confirmed. Consumers are not permitted to use Wirtschafts-Compass.
An exception applies to the use of Compass services via the website https://www.firmenbuchgrundbuch.at/, which is also directed at consumers. In the case of consumer transactions, the provisions of the Consumer Protection Act (hereinafter "KSchG") shall apply, as well as those of the Distance and Off-Premises Contracts Act (*Fern- und Auswärtsgeschäfte-Gesetz*, "FAGG") and the Consumer Warranty Act (*Verbrauchergewährleistungsgesetz*, "VGG"). If an amendment to the General Terms and Conditions is not exclusively to the benefit of private customers, they shall be entitled to terminate the contract prematurely. The contractual relationship between Compass and a customer is deemed concluded as soon as the customer requests, against payment, the transmission of the contractual data and Compass, after receipt of the request, transmits the requested data from the queried database to the customer. This constitutes a one-time service, meaning that upon fulfilment of the respective obligations by both parties, the contract is deemed fully performed. For this reason, in the case of a consumer transaction, the customer is not entitled to a right of withdrawal pursuant to Section 18 (1) item 1 FAGG.

1.4. In the top line of the application Wirtschafts-Compass, right below the URL, "Support" on the right-hand side provides a link to:

a. "Hilfe zu Suche, Monitoring und Services", which offers details on the contents of the databases and search features; they constitute supplements to the contractual services defined in each case.
b. "AGB und Gebührenliste", which offers these GTC as amended from time to time and a regularly updated list of the official fees that will be charged and of the multi-user fee.
c. "Kontakt", which contains information on the service desk.

1.5. Changes to the sub-pages or documents mentioned in Clause 1.4. will immediately become part of the contract if

they are purely advantageous for the Subscriber because of a functional enhancement or if they relate to the official fees. The Subscriber acknowledges and agrees that changes to and enhancements of the application, including, without limitation, with respect to the contents and the database software, may be adapted or renewed by Compass or a group company of Compass at any time. If such changes extend to large areas Compass will inform the Subscriber thereof in writing fourteen (14) days before the change and advise the content of the change.

1.6. Compass grants the Subscriber a non-exclusive right to search the Compass databases covered by the specific contract and to use the results for their own or internal purposes, which right is limited to the term of the contract and not transferable to third parties. Specifically, the Subscriber has the right to fill in the search mask, give search instructions upon having filled in the provided search mask and print the results or export them to a document (e.g. an Excel file). This granting of rights is exhaustive; any use beyond the above volume requires the express prior written consent of Compass.

1.7. The Subscriber's internet connection is adequate, and they acknowledge that the speed of the search of the database contents depends on the internet connection used by them. During maintenance or system-related shutdowns or during backup times the application may be unavailable (=fault). Liability for availability of data/services is limited insofar as after such a fault the Subscriber is only entitled to a price reduction if the fault is attributable to Compass. If this is the case, a pro-rata price reduction corresponding to the extent of the fault may be claimed.

1.8. Prior to conclusion of the contract the Subscriber has sufficiently informed themself about the functioning of Compass' services and confirms that they know the services in detail. Owing to this knowledge the Subscriber has decided to use Compass' services in their business in the way defined by themself. They must seek advice on doubtful issues from Compass' employees or knowledgeable third parties before concluding the contract and they confirm that they possess all the information necessary for proper use of the services provided by Compass. Specifications of the Subscriber must be advised in writing. If training with regard to the search functions of the database contents is requested by the Subscriber, a separate written agreement will be required.

1.9. The Subscriber acknowledges that the services being the subject matter of the contract may also be provided by a group company of Compass and gives their consent thereto. The following companies are deemed group companies: Compass-Datenbank GmbH, Compass-Redaktion GmbH, and HF Data Datenverarbeitungsgesellschaft m.b.H. Using or hiring a company other than those mentioned as a subcontractor of Compass requires the Subscriber's written consent.

2. Obligations of the subscriber

2.1. The Subscriber's access to the application is enabled via customer identification (page ID), user name and password. The Subscriber is responsible for keeping these access data secret and is liable vis-à-vis Compass for all damage that may arise due to misuse of the password (for further regulations in this regard see Clause 2.4.). In general the Subscriber must observe all legislation applicable to the use of the data provided, such as the Austrian Telecommunications Act [*Telekommunikationsgesetz*] or the Austrian Data Protection Act [*Datenschutzgesetz*] on their own initiative. Compass is under no obligation to provide warnings or clarifications.

2.2. In any case the Subscriber is only allowed to print, store or use the searched data for their own or internal purposes. Any disclosure of data or forwarding of print-outs to third parties, be it for consideration or for free, in a changed or unchanged form, is prohibited. Compass is entitled to take appropriate technical steps to monitor compliance with this restriction on use. The Subscriber is under a general obligation to keep secret any and all data and information received by them during performance of the contract by Compass for an unlimited period of time.

2.3. The contents and structure of the databases and the search methodology as well as the software and its specific functionalities are the intellectual property of Compass. The Subscriber observes the Austrian Copyright Act [*Urheberrechtsgesetz*], including, without limitation, with respect to the provisions on databases and database works. In this context the Subscriber undertakes to refrain from anything that might allow them or third parties to imitate the search methodology or the contents or structure of the databases or the software, parts of the software or its functionalities (e.g. by reverse engineering). In

particular, the Subscriber is prohibited from feeding all or parts of the searched data into a separate database.

2.4. Not later than upon signing the contract the Subscriber must provide Compass with the name of an administrator. The administrator will be granted the right to create and manage users for use of the contents of the database. Only natural persons may be created as users. Every user is responsible for using and keeping secret their user ID and required to protect their access data against unauthorised access. In the case of misuse of a user ID Compass may block the access concerned. The administrator will immediately be informed of any such block and help clear it up. If the Subscriber failed to fulfil their obligation to properly keep the access data safe, which they will have the burden to prove, they will become liable vis-à-vis Compass for any damage suffered.

2.5. The Subscriber must immediately notify Compass of all circumstances that may compromise any requirements that need to be fulfilled to enable operation of the search application. If Compass learns of facts which may prevent Compass from rendering its services in compliance with the contract, Compass will immediately inform the Subscriber thereof and of the conclusions drawn therefrom.

2.6. The obligations defined in this Clause, in particular those in paragraphs 2.1., 2.2. and 2.3., will survive termination of the contract with Compass. If Compass is held liable by third parties on account of a violation of an obligation that can be deduced from the contract by the Subscriber, the Subscriber must fully indemnify and hold harmless Compass.

2.7. The customer shall refrain from using technical methods to carry out automated search, retrieval, or download requests that exceed normal usage behavior and are likely to impair the system stability or performance of the services provided by Compass-Verlag GmbH or HF Data.

In the event of a breach, Compass-Verlag GmbH shall be entitled to introduce rate limiting, block the customer's access and to terminate the contract with immediate effect for good cause. Any further statutory or contractual rights of the provider — in particular claims for damages or injunctive relief — shall remain unaffected by this provision.

3. Fees

3.1. The Subscriber is required to pay the contractually agreed prices or the prices according to the price list as amended from time to time; stability of value is deemed agreed. The benchmark for calculation of value adjustments is the Consumer Price Index, which is published monthly by Statistics Austria, or an index replacing the same *ex officio*. The reference figure for adjustments is the index figure published for the month in which the contract is concluded. All changes are calculated to one commercially rounded decimal place. Compass will review the applicability of the stable-value cause at regular intervals and at least once every calendar year and is entitled to charge the Subscriber any resulting increase amounts, including retrospectively. Offsetting such increased amounts against receivables from Compass is excluded.

3.2. Billed amounts are payable immediately upon receipt of the bill. In the case of a lump-sum arrangement, bills will be issued at the beginning of the lump-sum period. Any acquisition of title by the Subscriber is subject to the condition precedent of fulfilment of their contractual obligations. Payments will always be credited to the oldest account receivable. The Subscriber is not entitled to withhold payments on account of potential default on the part of Compass. In the case of late payment statutory late payment interest and the necessary dunning and collection charges as defined in Section 1333 of the Austrian Civil Code [*ABGB*] will be charged and the said statutory provision will be extended beyond its area of application to cover legal relationships with consumers as defined by the Austrian Consumer Protection Act [*KSchG*].

3.3. Compass is entitled to pass on increases in its cost prices (including, without limitation, the data procurement prices) to the Subscriber. The Subscriber will be informed about the price increase at least one month before it will become effective. If a monthly or annual lump sum has been agreed, Compass will also be entitled to raise the lump sum if the user frequency exceeds the frequency on which the calculation is based by 3% or more or if the user frequency increases by 3% or more year on year.

3.4 The Subscriber must immediately notify Compass in writing of any changes of their name or business name or any change of their address or of the type of their business entity/legal form and their Business Register Number. If the

Subscriber fails to notify such changes and if for that reason they do not receive legally relevant communication from Compass sent to the address or email address most recently advised by them, in particular bills, payment reminders or notices of termination, such communication from Compass will be considered received nonetheless.

4. Warranty and liability

4.1. Compass assumes no warranty for uninterrupted availability of its services and is not liable for any damage the Subscriber may suffer as a result of search operation faults. Warranty only applies to the extent that Compass has made an express written promise with regard to a specific quality of the service item. Any advertising materials whatsoever provided by Compass that contain technical data or quality descriptions constitute no promised qualities. Due to the nature of the internet no guarantee whatsoever is made regarding permanent availability and/or accessibility of the contents of the database. Compass will timely notify the Subscriber of any interruptions or material restrictions, to the extent that the same are necessary for maintenance, carrying out of internal work or for preventing faults. Such advised interruptions do not entitle the Subscriber to a reduction in charges (unless Clause 1.5. applies).

4.2. To the extent permitted by law the following limitations of liability are agreed: any liability of Compass for damage caused by slight negligence on the part of an officer, employee or agent [translator's note: *Erfüllungsgehilfe* as defined in Section 1313a *ABGB*] is fully excluded. Any liability of Compass for damage caused by gross negligence on the part of an officer, employee or agent is limited to half of the contract value for the specific claim. The total of all claims for damages which result from one particular service that is continuously provided, can be limited and is thus coherent is deemed a single claim. These limitations of liability shall not apply to consumer transactions within the meaning of the Austrian Consumer Protection Act (KSchG).

4.3. Compass is not liable for completeness or accuracy of information contents and/or for profit lost or for pecuniary or consequential damages arising from the use of search results. Under the limitations of liability of paragraph 4.1 and the limitations of liability of paragraph

4.2. Compass only warrants that the information purchased at the instigation of Compass will not be changed by Compass in such a way that the change affects the informative value of the information. Print-outs of search results may also contain additional limitations of liability. The Subscriber acknowledges and agrees that they are also deemed agreed.

4.4. Any claim of the Subscriber for damages will become time-barred 18 months after the date the Subscriber becomes aware of the damage and of the party who caused the damage and in any case 10 years after occurrence of the damage.

4.5. If the Subscriber is held liable or threatened to be held liable for an infringement of intellectual property rights of third parties due to use of the products being the subject matter of the contract, the Subscriber will immediately inform Compass. The Subscriber will grant Compass the possibility to defend the claim and/or obtain full justice; otherwise they will lose their right of recourse.

4.6. The participant (“TN”) shall be informed by Compass about necessary updates, the implementation of such updates, and the consequences of failing to install them (§ 7 VGG). In this regard, Compass shall be liable for those updates that are necessary to ensure that the digital services continue to conform to the contract. No liability whatsoever shall be assumed for any defects that are solely attributable to the consumer’s failure to install an update that was required as part of the update process.

5. Term of the agreement/termination

5.1. Unless otherwise agreed in the relevant contract, the contract will be concluded for an indefinite period of time. Contracts concluded for an indefinite period of time and contracts renewed for an indefinite period of time may be terminated by either party without stating reasons as of the end of any quarter by giving one month's written notice.

5.2. Compass is entitled to terminate the contractual relationship for important reason (cause) with immediate effect and without observing a notice period. Causes include but are not limited to (a) violation by the Subscriber of their contractual obligations; (b) opening of insolvency proceedings over the assets of the Subscriber or non-opening of insolvency proceedings for lack of sufficient assets to cover the costs; (c) late payment on the part of

the Subscriber despite having been granted a grace period of 14 days to fulfil the outstanding payment obligations.
5.3. In the cases stated above Compass is also entitled to temporarily block the Subscriber's access. The contractual obligations of the Subscriber will not be affected thereby. The block will be lifted if and when the reasons for the block no longer exist and the Subscriber has refunded the costs of the block and lifting of the same.

6. Fair use

6.1. The Subscriber will not exceed the contractually agreed search volume during the term of the contract. A tolerance threshold of 3% is deemed agreed (fair use). If the volume is exceeded in the said monitoring period, the searched data content will be charged at a later point.

6.2. In the case of violations of the fair use provisions, Compass reserves the right to terminate the contractual relationship with the Subscriber with immediate effect.

7. Enticing away of staff

Both parties are prohibited from enticing away staff of the respective other party. In the case of non-compliance the Subscriber or Compass will owe a contractual penalty of EUR 50,000 in each case, which is not subject to a judicial right of reduction. Any additional damage must be compensated for.

8. System changes

Compass may decide at its own discretion to change the mode of data transmission and the data structure after having given 3 months' notice and expiry of that period. Where necessary, Compass is also entitled to extend or shorten this period by one to two months.

9. Register of Beneficial Owners

9.1. Extracts from the official Austrian Register of Beneficial Owners ("WiEReG") may also be requested via Compass services. In this context, Compass acts solely as a technical intermediary for the transmission of extracts and assumes no contractual obligations beyond this function. In particular, Compass shall not be responsible for any content-related service disruptions or technical delivery failures attributable to the sphere of the WiEReG operator (currently the Austrian Federal Ministry of Finance).

9.2. The WiEReG is not public but is subject to access requirements determined by the operator. Compass has no influence over these access requirements and assumes no contractual responsibility for any services in this connection.

9.3. Due to its role as a technical intermediary, Compass may be subject to certain due diligence obligations towards the WiEReg operator. In this context, it may be necessary for Compass to obtain and store evidence (including, but not limited to) regarding the customer's identity, professional authorization, and power of representation. If such evidence is not provided, the customer may be excluded from the WiEReG service. The sole responsibility for granting access lies with the operator, and Compass assumes no contractual responsibility in this regard.

10. Registration via ID Austria

10.1. There is a technical option to register with Wirtschafts-Compass by using the "ID Austria" service. This option is generally intended only for businesses within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*, "KSchG") and for adults only. Business status must – where possible – be verified during the registration process by appropriate documentation (e.g. company register number or GISA number) or at least expressly confirmed. Consumers are not permitted to use Wirtschafts-Compass. An exception applies to the use of Compass services via the website https://www.firmenbuchgrundbuch.at/, which is also directed at consumers.

10.2. Compass shall not be responsible for service disruptions or technical delivery failures attributable to the sphere of the Republic of Austria as the operator of ID Austria.

11. Final provisions

11.1. Modifications of or amendments to any contract must be made in writing; this also applies to an abolishment of the requirement of written form.

11.2. The Subscriber will be notified of modifications of or amendments to the GTC by letter, e-mail or online upon the next login. Such modifications or amendments will

become part of the contract unless the Subscriber objects thereto in writing within a maximum of fourteen (14) days.

11.3. All contractual relationships concluded with the Subscriber are governed by Austrian law; UN Sales Law and Austrian private international law is excluded. The place of performance and the place of jurisdiction is Vienna.

11.4. If a consumer within the meaning of the Austrian Consumer Protection Act (KSchG) has their domicile or habitual residence in Austria, or is employed in Austria, jurisdiction for any action brought against them may only be established before the court in whose district their domicile, habitual residence, or place of employment is located; this shall not apply to legal disputes that have already arisen. For any judicial disputes arising from the contract, the mandatory consumer protection provisions applicable at the consumer's place of residence shall also apply to the contractual relationship. The nature of the service shall remain unaffected by this.
We undertake to participate in dispute resolution proceedings before the Internet Ombudsman in the event of disputes. Information on the types of proceedings is available at www.ombudsmann.at. The EU Online Dispute Resolution (ODR) platform may also be used to resolve disputes with our company: https://ec.europa.eu/consumers/odr.

11.5. If any provision is or becomes ineffective and/or incomplete or contradicts statutory requirements, the provision that has become ineffective will be replaced by a legally valid provision which comes as close as possible to the ineffective provision in terms of its financial effects. The ineffectiveness or incompleteness of any provision will not affect the validity of the other provisions.

11.6. At https://compass.at/gdpr/compass.pdf reference is made to data protection law issues.

12. Special Provisions for the "DataSelect" Service

12.1. The "DataSelect" service provides data on Austrian companies, which can be selected, exported, and further processed according to numerous selection criteria. Details regarding the scope of services can be found on the website https://wirtschaftscompass.at/de.

12.2. We grant you a non-transferable, non-exclusive right, limited to the duration of the contractual relationship, to access the data stored in the database via remote data transmission and to retrieve and process a contractually defined number of company data records. For this purpose, you enter search queries using the provided search interface and are authorized to print or save the results.

12.3. All information is produced and updated with the greatest care; however, responsibility for the use of the data rests exclusively with the customer. In particular, please note that certain forms of advertising (e.g. email spamming and cold calling) are subject to restrictions under Austrian law and that the companies listed have not given separate consent to being contacted through such forms of advertising. You must therefore obtain their consent yourself.

12.4. You hereby undertake to comply with the provisions of the applicable laws (in particular the Telecommunications Act 2021, the Austrian Data Protection Act (DSG), and the GDPR) when using the data or any part thereof.

12.5. Various annual packages are available (e.g. "DataSelect Basic" or "DataSelect Premium"). By purchasing an annual package, you acquire the right to carry out a specified quota of data exports (e.g. 8,000 data exports). Each completed data export reduces the available quota by the number of exports used. The number of search criteria by which the desired results can be filtered varies depending on the annual package and quota size. Data relating to a specific organization (e.g. a company) that has already been exported once during the same contractual period is automatically recognized by the system and will not be counted again in subsequent exports.

12.6. The contract term begins on the day the order is confirmed by Compass, runs for one year, and ends automatically thereafter. The data export quota must be used within this period. Any unused data export quota expires at the end of the term.

12.7. If additional annual packages are purchased, each shall have its own separate contract term of one year. Any parallel contract terms resulting from multiple purchases shall have no effect on each other, and unused quotas from

the respective previous year cannot be carried over into a new contractual year or from one contract term to another.

12.8. In addition to annual packages, one-time data selections may also be purchased and carried out. In such cases, a fixed price per data record shall be charged, and any discounts applicable to annual packages shall not apply. Combination with quotas from annual packages is not possible. For individual data purchases, a minimum order value of EUR 90 (excluding VAT) applies.

13. Special Provisions for Services as a Clearing Office ("Verrechnungsstelle")

13.1. Where official, fee-based documents from the databases of the Republic of Austria are obtained directly via Compass-Verlag GmbH, the company acts as a sub-clearing office of HF Data Datenverarbeitungsgesellschaft m.b.H. (hereinafter referred to as the "Clearing Office" or "HF Data"). This applies in particular to data and documents from the Austrian Companies Register (Firmenbuch), the Land Register (Grundbuch), the Central Trade Register (Zentrales Gewerberegister), and the Central Register of Residents (Zentrales Melderegister).

13.2. As the Clearing Office, HF Data is responsible for transmitting the contractual data from the Austrian Federal Computing Centre (Bundesrechenzentrum) to the customer and for collecting the fees prescribed by the Republic of Austria in accordance with the applicable fee regulations in their current version. Value-added tax (VAT) is not included in the prices.

13.3. In addition to the official fees pursuant to clause 1.4., Compass-Verlag GmbH shall charge a clearing office surcharge for its services and, where applicable, a service fee for processing.

13.4. The records of HF Data shall be authoritative for determining the services used. Invoicing shall be based on the volume retrieved and shall occur no later than the end of the calendar year.

13.5. The contractual data and documents shall be transmitted to the customer in the form in which they are provided by the Austrian Federal Computing Centre. Compass-Verlag GmbH provides no warranty and assumes no liability for the accuracy or completeness of the transmitted contractual data.

13.6. Compass-Verlag GmbH shall only be liable for claims arising from disruptions in data transmission (distortions, omissions) in connection with HF Data's activities as Clearing Office if it is proven that the disruption occurred during the data transmission carried out by HF Data and that a person for whom HF Data is responsible caused the disruption at least through gross negligence.

13.7. Should Compass-Verlag GmbH be subject to any warranty obligation for any reason whatsoever:

- such obligation shall, where possible, be fulfilled by Compass through external access to the customer's system; and
- the warranty obligation shall be limited to defects that are reproducible.

13.8. Any liability for damages is excluded for the following types of damage:

- loss of goodwill and business relationships;
- loss of data, unless data backup is expressly part of the agreed services;
- damages caused by delay;
- production downtime, loss of profit, and purely financial losses;
- consequential damages and damages arising from third-party claims.

14. Special Provisions for Payments; Details regarding Online Payment

14.1. Services may be paid for by active payment via money transfer or online payment (VISA / MasterCard credit card, PayPal, EPS, Apple Pay, Giropay or SOFORT banking Klarna). However, payment will only be deemed made when it is credited to an account of our payment provider. Payments received will always be credited to the oldest unpaid invoice, irrespective of their indicated purpose.

14.2. Payments by credit card (Visa or MasterCard) will be processed technically by our payment service provider. You enter your card number, expiry date and security code on the website of our service provider, where the payment will subsequently be verified. When paying by EPS you will be forwarded to the relevant online banking site after you have selected your principal bank. Verification (e.g. by user number and PIN) and the subsequent confirmation of payment (e.g. by TAN or a digital signature) will then be carried out on that site. When paying by SOFORT banking, in principle, identity of the account holder will be verified and payment will be confirmed in the same way as with

EPS, however, data will be entered and processed on the servers of Sofort GmbH. In contrast to EPS, SOFORT banking also allows payments from bank accounts which are not part of the (Austrian) EPS. When paying by PayPal the customer will be forwarded to the website of the payment service provider, PayPal. There you must log in using your PayPal account and then confirm the payment.

14.3. If in the case of a direct debit order the customer's bank returns an amount that was debited before, we will inform you thereof and will be entitled to invoice charges of up to EUR 15. Those charges cover the additional bank charges incurred by us and the extra work of making another entry.