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保戶查詢其投保及最近一期繳費狀況專線:(02) 2577-5797

科法斯產物貿易信用保險資訊服務附加條款

108.11.15 科保字第 1080086 號備查

OPTIONS - INFORMATION SERVICES

[O_SER_INFOR_02_ST]

This Option defines the conditions to which in addition to the information services dedicated to the management of the **Credit Decisions** of the **Contract**, the *Information Service Provider* will provide **You Information Services** for your internal use.

1. Description of the Information Services

Different **Information Services** products will be available through [our online system/CofaNet] as follows.

	Products	Maximum amount	Monitoring	selected
Credit Opinions	@rating Credit Opinion monitored	According to the @rating scale	√	√ or N/A
	Customized Credit Opinion	Amount requested by You	√	√ or N/A
Business Credit Report	Full Report - Instant Delivery	Recommended maximum credit	N/A	√ or N/A
	Full Report – New Investigation	Recommended maximum credit		√ or N/A
	Snapshot Report	Recommended maximum credit		√ or N/A
DRAs	DRA monitored	The Debtor Risk Assessment aims to measure the credit risk of a company from a 12 months perspective.	√	√ or N/A



The Credit Opinions will be expressed in the currency that is available for the **Contract** and the Business Reports will be expressed in the currency available to the *Information Service Provider*.

1.1 Credit opinions :

The Credit Opinion is an indicator of the company's capacity to honour its financial commitments.

@rating Credit Opinion products:

The @rating Credit Opinion is a recommended credit amount expressed according to a credit scale defined in the Special Terms, and the maximum value @rating Credit Opinion is limited to the maximum value of the scale.

The @rating Credit Opinion is offered in the form of two different products: "@rating Credit Opinion check" and "@rating Credit Opinion monitored".

- @rating Credit Opinion monitored

An @rating Credit Opinion that is monitored. Each change in @rating Credit Opinion will then be notified to You via [our online system/CofaNet]. You are free to interrupt the monitored @rating Credit Opinions at any time through [our online system/CofaNet].

Customized Credit Opinion:

The Customized Credit Opinion provides a credit assessment based on an amount requested by You. The Customized Credit Opinion is monitored for decrease only meaning that if the credit assessment of the company decreases, You will then be notified of the decrease via [our online system/CofaNet]. You are free to cancel the Customized Credit Opinion at any time through [our online system/CofaNet].

- Transformation of a Customized Credit Opinion into a **Credit Limit**: We agree to transform the Customized Credit opinion delivered by the *Information Service Provider* automatically into a **Credit Limit**. Using this facility you will indicate the amount you wish to transform into a **Credit Limit** within the limit of the amount of the Customized Credit Opinion agreed by the *Information Service Provider* .as at the date of your request for transformation.

1.2 Business Reports

Coface Business Reports are produced or provided by several Coface partners, the *Information Service Provider* is thus a reseller of these reports providing legal, economic and financial information on companies. The format and the contents of the reports have a standardized structure, regardless of country. All reports are delivered to You via [our Online System/CofaNet].

- Full report – instant delivery

The Full report –instant delivery provides comprehensive and extensive information allowing in-depth analysis of the credit risk of the company. The Full report is delivered instantly online according to Coface partners availability.

- Full report – new investigation

The Full report –new investigation provides comprehensive and extensive information allowing in-depth analysis of the credit risk of the company. The Full report- new investigation is delivered within a number of days depending on Coface partners agreement.

- Snapshot report

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The Snapshot Report contains basic business information data. It is available according to the availability of the Coface partners database, in most cases with instant online delivery and for a few countries with a delivery delay depending on the connections with the Coface partners.

1.3 Debtor Risk Assessment

The Debtor Risk Assessment (or DRA) aims to measure the credit risk of a company from a 12 months perspective. The assessment is calculated using different indicators such as financial strength, profitability, solvency, environmental factors and management of the company. The scale ranges from 0 (defaulting companies) to 10 (highest assessment). The assessment of the buyer's risk is displayed in CofaNet under the abbreviation "DRA" (Debtor Risk Assessment).

- DRA monitored

The Client may choose to monitor the DRA. In this case, each change will then be notified to the Client via CofaNet. The Client is free to interrupt the monitored DRA at any time through [our online system/CofaNet].

For the avoidance of doubt with respect to the Discretionary Credit Limits of your Contract, in no case shall an Information Services product be construed as an Adverse Information, except when this Information Services product is a condition to the use of the Discretionary Credit Limit.

2 Intellectual Property and Confidentiality

2.1 Except for the Business Reports provided by Coface Partners, the *Information Service Provider* is the exclusive owner and producer of the database from which the **Information Services** under this Option are provided. Therefore, these **Information Services** benefit from the protection granted to authors.

2.2 Through this Option You will be provided with **Information Services** and data. This does not imply the transfer of any intellectual property rights to You, which is expressly agreed by You.

In particular, the copying, resale, rental, loan, exchange, and communication of this information or any part thereof to other companies, related or not, including inside the same group, in your country or abroad, is strictly prohibited.

Similarly, you agree not to alter, misrepresent, decompile or disassemble the information provided in any manner whatsoever, nor extract the information in whole or in part, in particular to create other files for third parties.

2.3. A Maximum Credit Recommendation contained in an information report is not a formal credit limit decision issued by an empowered Credit insurance Risk underwriter and any unpaid amount on a debtor would not qualify as a claim under a credit insurance policy.

Coface makes its best efforts to provide updated information but does not warrant the accuracy, completeness or reliability of any information sources used.

Coface shall not be held responsible for any consequences of any decision taken based on the information contained in this report. Under no circumstances shall Coface, its affiliates or related persons be liable for any direct, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable, arising as a direct or indirect consequence of using the information contained in this report

As the recipient of the information report, you undertake to respect and comply with all applicable legislation on personal data protection regarding all personal data which may be contained in this report. You remain liable to implement all appropriate measures ensuring the protection, safety and confidentiality of

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the personal data contained in this report and to prevent it from being distorted, damaged or communicated to unauthorized third parties in accordance with the applicable law.

You shall be liable for any of your acts and omissions relating to the abovementioned obligations that result in a breach of personal data protection.

As the recipient of the information, you acknowledge that credit ratings embedded in Coface Information products qualify as private credit ratings under applicable regulation. As a consequence you are bound by a duty of confidentiality and shall keep the information included therein strictly confidential, not use it in any way that would bring it into the public domain and avoid its disclosure, including to the rated company when such company is a third party.

3 Confidentiality

The **Information Services** provided to You under this Option are strictly confidential and personal and reserved for your exclusive internal end use, for the purposes of your business, excluding any transfer to third parties.

Accordingly, You will not disclose the information to third parties, transmit or sell it, whether gratuitously or against payment, in whole or in part, by any means whatsoever. Such disclosure will lead to the immediate cancellation of this Option and the granting of damages.

The content of this Option is part of this confidential information.

4 Conditions of the use of Information Services

4.1 It is your responsibility to take the necessary measures towards your employees or any third party acting on your behalf to secure access and enforce your contractual obligations relating to the use of the **Information Services**.

4.2 You shall hold the *Information Service Provider* harmless from all the consequences that may result from improper use of the **Information Services**.

4.3 The information contained in any updates provided to You in relation to the **Information Services** are subject to the same provisions as the information originally transmitted.

5 Liability

5.1 The **Information Services** are provided in good faith and based on its availability and its publication by official sources. The *Information Service Provider* agrees to implement all means to keep the database as complete and up-to-date as possible, but no obligation of result can be enforced against it.

In particular, the *Information Service Provider* shall be released from any liability for errors or omissions in the data and in the event it no longer has available the sources of information necessary for the provision of the **Information Services** including after a force majeure event or in case of non-publication of the necessary information by the competent authorities.

5.2 **Information Services** under this Option are provided regardless of any actual coverage or insurance. Information derived from **Information Services** provided to You are only a supplement to the information available elsewhere. You are therefore solely responsible for the decisions that you take based on the **Information Services** and the consequences resulting therefrom.

5.3 The *Information Service Provider* shall in no event be held liable for consequential or indirect loss such as commercial loss, loss of goodwill, any disruption to business, loss of opportunity, loss of image, suffered by You or any third party arising out of this Option.

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5.4 In the case the *Information Service Provider* is held liable for direct damage suffered by you, such liability shall not, on any grounds of liability, in the case of a breach committed during the execution of the Option, exceed a maximum amount equal to two times the amount paid by You to the *Information Service Provider* for **Information Services** during the course of the 12 months previous to the occurrence of the damage.

As an exception to the foregoing provisions, the Business Reports are issued directly by Coface partners under their own and sole responsibility.

6 Fees and Prices

Your use of **Information Services** is subject to the due payment to the *Information Service Provider* of the **Information Services fees** as mentioned in the article 6.3.1 of Special Terms.

7 Effectiveness and termination of this Option

The **Information Services** shall be effective from the *date of effect* specified in the Special Terms and will remain in effect until the date of termination of your **Contract**.

Notwithstanding the above, in case of breach of any of your obligations arising from this Option (e.g. non-payment of the **Information Services fee** if applicable or non-compliance to the its terms and conditions), We will have the right, after a 30-day registered notice or immediately in case of a breach which cannot be remedied or in case of gross misconduct, to terminate this Option.

8 Definitions:

Information Services: A range of information products provided by the *Information Service Provider*, available through [our online system/CofaNet].

Information Services Fee: fee payable for each use of **Information Services**