

# GENERAL TERMS AND CONDITIONS

## of Schweizerischer Verband Creditreform Gen



The following terms and conditions shall apply to requests of SVC services through members and customers (hereinafter uniformly referred to as member):

### I. PRODUCTS, SERVICES

1. SVC Members shall be entitled to benefit from services and products at preferential conditions, among others in the following areas:
  - Economic and creditworthiness-related information
  - Monitoring
  - Enrichments and matches
  - Amicable debt collection
  - Publications
2. The services offered and fees shall be based on the prevailing product catalogues and tariffs. These shall be subject to changes at any time.
3. SVC shall retain ownership of and all copyrights, rights of use and exploitation rights to retrieved data.
4. The information and monitoring services of SVC shall be based on the processing of selected creditworthiness-relevant facts known and accessible to SVC, on publicly accessible data, and on economic and business-related estimates. They shall be intended as decision-making aids and shall not replace the member's own judgment. The interpretation of the information received and credit decision-making shall be the member's sole responsibility. Any credit limits shall be based exclusively on facts known to SVC as well as on estimates and shall be purely indicative.
5. The member shall be given direct access to data stored in the SVC-owned database. It shall be available to the member at all times, except during updates and maintenance. No availability guarantee shall be given.
6. With some information products, the members can define the graphic display of creditworthiness on an individual basis. This requires a definition of the display criteria by the member. The member can modify these definitions at any time.
7. Information provided by SVC shall reflect its respective status in the database. No guarantee is given that this is correct, complete or up to date.

### II. DATA PROTECTION, DATA SECURITY

8. The retrieval and use of information relevant to creditworthiness that is not publicly accessible shall be permitted exclusively with a view to the assessment of economically relevant facts and for the member's own use (subject to clause 11 hereafter). It shall require an overriding (justified) interest of the member pursuant to Art. 31 FADP.
9. The member shall ensure that proof can be produced of the justification reason indicated. Upon demand, the relevant documents (notes, correspondence) shall be made available to SVC for random checks.
10. A user identification and a password are used as credentials for electronic requests. Should there be any reason to believe that unauthorized persons have gained knowledge of these, SVC must be notified immediately. The same

applies when staff who knew access credentials leave the company. SVC shall not be liable for misuse by third parties. SVC shall be entitled to change the access credentials at any time.

11. To pass on information that is relevant to creditworthiness and is not publicly available to the member's customers, the conclusion of an additional agreement shall be required. The member shall guarantee to SVC that its customers who receive this information have an overriding interest within the meaning of clause 8 above and shall in turn assume the duties and obligations resulting from the Data Protection Act. Apart from that, it shall not be permitted to disclose or pass on any such information.
12. The member shall take appropriate security precautions to ensure that no unauthorised persons (members of the company not involved and third parties) do not gain access to the information relevant to creditworthiness that is not publicly accessible.
13. In the event that data from SVC is communicated, the provisions of the Data Protection Act must be observed.
14. Passing on of SVC information relevant to creditworthiness that is not publicly accessible in countries without a suitable level of data security pursuant to Art. 16 FADP is prohibited.
15. The member shall be liable to the Association for any damage caused to the latter due to non-compliance with the aforesaid duties and obligations, in particular resulting from any indiscretion or misuse of the information provided.
16. To promote the purpose of the Cooperative, members of SVC may themselves supply the Association with debt enforcement extracts they have obtained themselves, making available to it, as far as operationally possible, their own payment-related experiences. This information shall be represented according to the facts. Upon demand, SVC shall be given access to the documents the information provided is based on. The data suppliers shall be liable to SVC for the consequences of any untrue information provided.
17. SVC shall be entitled to use, in its database, its own payment-related experiences as well as those provided by third parties.
18. If the credit worthiness check is carried out by means of match queries, SVC shall be entitled to store in its database any data communicated by the customer.
19. The member is obliged to inform their customers about the passing on of information for order and payment processing to the SVC and its processing within the framework of the creditworthiness check (Art. 19 FADP).
20. The member is informed that the SVC does not make any automated individual decisions. It merely provides information as a basis for making decisions about the creditworthiness of the person concerned. It is the member's

responsibility to comply with the data protection regulations.

21. Usage data will be stored and processed for documentation and billing purposes.

### III. DEFAULT, LIABILITY

22. In the event of any default of payment, SVC shall be entitled to default interest of 8%. A fee of CHF 20.00 shall be charged for every reminder.
23. SVC services shall be provided to the exclusion of any liability of SVC, its organs, employees, agents or representatives, general managers or cooperation partners, as well as their employees, agents or representatives or other assistants. SVC shall be liable neither for the contents or scope of its database, nor for the contents of any individual records or information, or the functionality of its IT systems.

### IV. FINAL PROVISIONS

24. Failure to comply with the obligations specified herein may result in exclusion from the Association or refusal to provide any further information with no consequences in terms of costs or compensation at the expense of the Association.
25. The member agrees that general correspondence with the SVC shall be conducted by e-mail.
26. The member agrees to be informed about SVC offers and other topics from the circle of the Cooperative.
27. Any covenants deviating from these General Terms and Conditions shall only be binding if set out in writing. In case of doubt, the General Terms and Conditions shall have precedence.
28. SVC processes personal data in accordance with the data protection declaration ([creditreform.ch/en/your-right](https://www.creditreform.ch/en/your-right)).
29. The place of jurisdiction for any disputes arising from this agreement shall be the domicile of SVC.

These Terms and Conditions were approved by the Executive Board of SVC on 09.08.2023 and came into force on September 1st 2023. They shall replace the General Terms and Conditions of November 1st 2019.

The German version shall prevail.

Zurich, 09.08.2023

Schweizerischer Verband Creditreform Gen

  
Raoul Egeli  
President

  
Claude Federer  
Secretary