### **Appendix 2: General Terms and Conditions**

### **Section 1 Definitions**

In these General Terms & Conditions the following definitions apply:

#### **Definitions**

- a) Subscription Agreement: the meaning given to it under Subscription Agreement, "WHEREAS" Under C.
- b) Subscription Terms: the terms and conditions governing the use of the products and services offered by CreditDevice, either web-based or related.
- c) T&C's: these General Terms and Conditions
- d) Service Level: a description or enumeration of the minimum acceptable service level offered by CreditDevice for maintenance of the Web Application, including a description of consequences in case CreditDevice does not or insufficiently uphold the service level due to a cause attributable to CreditDevice.
- e) Agreement: the agreement governing the Web Application and/or other products or services. In case a separate agreement is concluded for the use of a product, these T&C's are also applicable to that agreement.
- f) Web Application: the internet application offered by CreditDevice to be used for debtor management of one or more Administrations, or for the purpose of requesting Credit information reports by the Client.
- g) Notice: a notice from a User to CreditDevice with regards to the functioning of the Web Application or a question about the implementation of the Web Application.
- h) Response Time: the time elapsed between receipt of a Notice and the start of Support by CreditDevice.
- i) Service Hours: the normal business hours of CreditDevice, being Monday to Friday (inclusive) from 8:30 until 17:30 (8:30 AM until 5:30 PM) Dutch time (GMT+1 or GMT+2 Summer Time), excluding officially recognized Dutch holidays.
- j) Administrator: a User appointed by the Client to administer the Web Application.
- k) User: a private person who uses the Web Application for and on behalf of the Client and who has access to one or more Administrations.
- I) Environment: a part of the Web Application containing a collection of Administrations of one specific Client. Users of this Client alone have access to the environment by entering a username, password and Client specific code.
- m) Administration: a specific debtor management environment for a specified natural person or legal entity within an Environment to which a User has optional access.
- n) Servers: the system of linked computers and related software containing webserver software, supporting software or database software, used by CreditDevice to provide and maintain the Web Application on the Internet.
- o) CreditDevice: the maker and exclusive owner of the credit management software DirectDebiteur, registered at the Dutch Chamber of Commerce under number 27308139, with its registered office in The Netherlands, Noordwijk (Zuid-Holland), Rudolf Tappenbeckweg 4, 2202 CD.
- p) Client: the legal entity, named XXXXXXXXX, with which CreditDevice enters into an Agreement for the provision of its services and products, registered at XXXXXXXXXX under number XXXXXXXXX, with its registered office in XXXXXXXXXXXX.
- q) ISO Certificate. The Security description CreditDevice has been sent by CreditDevice per separate e-mail as part of the Data Processing Agreement to Client.

# **Section 2 Applicability Terms & Conditions**

- 2.1. These T&C's are applicable to every quote and offer of CreditDevice and to every Agreement between CreditDevice and a Client. These T&C's have been made available to the Client and the Client confirms by signing the quotation and/or the Agreement that the Client has received the T&C's.
- 2.2. Any deviations from these T&C's are only valid if they have been explicitly agreed in writing.
- 2.3. The applicability of any purchase- or other terms and conditions of the Client is rejected.
- 2.4. If one or more of the provisions in these T&C's are invalid or should be declared void, the remaining provisions of these T&C's will continue to apply. CreditDevice and the Client will then enter into consultation in order to agree on new provisions to replace the invalid and/or invalidated provisions, taking into account (if, and as far as possible) the purpose and scope of the original provision(s).
- 2.5. Should an Agreement between CreditDevice and a Client conflict with the T&C's, the provisions of the Agreement prevail.

# **Section 3 Offers and quotes**

- 3.1. Offers made by CreditDevice are without obligation; they will be valid for 30 days, unless stated otherwise. CreditDevice is only bound by the offer if the acceptance thereof is confirmed in writing by the other Party within 30 days, unless stated otherwise.
- 3.2. The prices in the mentioned offers and quotations are exclusive of VAT.
- 3.3. If the acceptance deviates (on minor points) from the offer included in the quotation, CreditDevice is not bound by this. The Agreement is then not concluded in accordance with this deviating acceptance, unless CreditDevice indicates otherwise.

- 3.4. A composite quotation does not oblige CreditDevice to execute part of the assignment against a corresponding part of the quoted price.
- 3.5. Offers and quotations do not automatically apply to future assignments.

# **Section 4 Execution of the Agreement**

- 4.1. CreditDevice will execute the Agreement according to the best of its knowledge and ability and according the requirements of good workmanship. All this based on the current state of science.
- 4.2. If and to the extent proper execution is required, CreditDevice has the right to have certain work done by third Parties.
- 4.3. Client will ensure that all data that CreditDevice indicates to be necessary for the execution of the Agreement, or for which the Client should reasonably understand that they are necessary for the execution of the Agreement, is provided to CreditDevice in a timely manner. If the information which is required for the execution of the Agreement has not been provided to CreditDevice in time, CreditDevice has the right to suspend the execution of the Agreement and/or charge the extra costs following the delay to the Client.
- 4.4. CreditDevice is not liable for damage of whatever nature, caused by CreditDevice's assumption of incorrect and/or incomplete data provided by the Client, unless CreditDevice should have been aware of this inaccuracy or incompleteness.
- 4.5. If it has been agreed that the Agreement will be implemented in phases, CreditDevice can suspend the implementation of the parts that belong to the next phase until the Client has approved the results of the preceding phase in writing.
- 4.6. If work is carried out by CreditDevice or third parties engaged by CreditDevice in the context of the Agreement at the location of the Client or at another location designated by the Client, the Client shall provide the facilities reasonably required by that employee, free of charge.
- 4.7. Client indemnifies CreditDevice against any claims from third parties who suffer damage related to the implementation of the Agreement and which is attributable to the Client.

# **Section 5 Amendments to the Agreement**

If amendments occur in the Agreement or related factual circumstances, CreditDevice is no longer bound by any – fixed – rate Agreements it has made. Parties will enter into negotiations with each other regarding the contractual consequences of the amendment. If these negotiations do not lead to an Agreement, CreditDevice has the right to terminate the Agreement immediately. This termination does not lead to any right on compensation for the Client

# Section 6 Contract duration; execution period

- 6.1 The Client and CreditDevice enter into an agreement for an indefinite period, unless the nature of the Agreement states otherwise, or the Parties explicitly agree otherwise in writing.
- 6.2 If, within the duration of the Agreement, a period for the completion of certain activities has been agreed, this is never a strict deadline. If the execution is exceeded, Client must therefore give CreditDevice written notice of default.

# **Section 7 Web Application**

- 7.1 CreditDevice shall, as long as an Agreement is in full force and effect, provide the Client with full access to the Web Application and keep the Web Application in operation in accordance with the terms of the Agreement. Should the Agreement expire or be terminated, access to the Web Application will be terminated.
- 7.2 The Client shall use the Web Application for the benefit of its own Environment or debtor management system.
- 7.3 CreditDevice shall offer the Web Application in concordance with the Service Levels contained in the Service Level Agreement. The Service Level Agreement governs the consequences should CreditDevice not uphold a Service Level. Availability percentages in the Service Level Agreement shall be measured over a period of a calender year and the nearest available measuring point.
- 7.4 Availability means that the Web Application shall be available on the Servers and accessible on the URL provided to the Client. Availability does not mean the existence of a point-to-point connection between the systems of the Client and the Servers, due to the fact that CreditDevice does not have any control over the system of the Client, nor over the internet infrastructure in between.
- 7.5 CreditDevice reserves the right to alter the offered functionalities of the Web Application from time to time in order to improve or change the functionality of the Web Application and/or to fix bugs. CreditDevice shall employ its best efforts to fix any errors in the Web Application, but cannot guarantee all errors will be fixed. At all times shall the Client be informed by CreditDevice of a change in the functionalities of the Web Application caused by an alteration of the Web Application.

### Section 8 Use of the Web Application

8.1. CreditDevice cannot warrant that the software shall at all times be void of any errors and fully functioning without any interruptions. CreditDevice shall employ its best efforts to fix any errors in the software within reasonable

- time. The relevant efforts and corresponding reasonable repair times are described more specifically in the "Service Level Agreement".
- 8.2. CreditDevice excludes liability for any faults and errors in the accuracy and integrality of the results of the services and the data generated using the services. The Client is solely responsible to monitor and verify the results of the services and the use of the Web Application regularly.
- 8.3. Client will use the information provided by CreditDevice regarding measures to prevent and limit the consequences of disruptions, defects in the service, mutilation or loss of data or other incidents to monitor the risks for Clients' organization, and take measures if needed.
- 8.4. Users determine, in their sole discretion, which information will be stored and/or exchanged using the Web Application.
- 8.5. The Client is solely responsible and liable for the information and corresponding infringements to the rights of third parties. CreditDevice excludes liability for any and all claims, losses, damages and costs arising out of or connected to information stored in and/or exchanged through the Web Application. The Client indemnifies CreditDevice for any and all such claims, losses, damages and costs, including, but not limited to legal costs incurred by CreditDevice to defend itself.
- 8.6. CreditDevice excludes liability for the accuracy and integrality of data. CreditDevice shall employ its best efforts to correctly validate and process any data provided. Any incorrect data provided by Users that may be considered valid on its own, cannot be recognized by the Web Application as such and is, as a consequence, never stored correctly.
- 8.7. In the event Users have used the Web Application to store and/or exchange unlawful information, CreditDevice will take prompt action to remove the information or block access to it. CreditDevice can, under no circumstances, be held liable for any loss, damages and costs, arising out of or in connection with such illegal use.
- 8.8. CreditDevice, the Client and the Users shall strictly keep all usernames and passwords of Users, whether provided by CreditDevice or created by Users themselves, confident. CreditDevice excludes liability for any improper use or loss of usernames and passwords by the Client, and reasonably assumes at all times that Users gaining access to the Web Application with a username and password are authorised by the Client to do so. In the event the Client knows or should reasonably know usernames and/or passwords have been obtained and/or are being used by unauthorised third parties, the Client shall inform CreditDevice promptly both via telephone and in writing.
- 8.9. Users cannot change their own passwords. A superuser/ Administrator shall change the passwords of Users on a regular basis via the configuration in order to avoid improper use.
- 8.10. CreditDevice and the Client cannot, without prior written consent of the other Party (which shall not be unreasonably withheld) transfer their rights and obligations under the Agreement to a third party; CreditDevice reserves the right to attach conditions to its consent that it shall think fit.
- 8.11. Although CreditDevice does not put in place a fixed limit to the amount of data and/or source files to be processed by the Client, the Client does not have a right to process an unlimited amount of data. In the event the use of the Client is higher than on average, calculated against the number of Users per Environment, CreditDevice shall inform the Client. Should the Client choose to ignore this notice and subsequently fail to reduce the average usage, CreditDevice reserves the right to charge the Client additional costs, of which the Client shall be given prior written notice.

### **Section 9 Support and Advice**

- 9.1. The Client has the right to receive support via e-mail and telephone, as further set out in the Service Level Agreement. CreditDevice will grant the right to contact the helpdesk to a maximum of four Users per Environment, unless otherwise agreed. All other Users can ask questions and receive support via the four Users having direct access to the helpdesk. CreditDevice shall employ its best efforts to answer questions adequately. CreditDevice warrants the accuracy and/or integrality of any answers given and/or solutions provided; however, in case (employees of) Client shall have to process the aforementioned given answers and/or solutions provided by CreditDevice, this processing remains the possibility of Client.
- 9.2. The Client and CreditDevice can agree on supplementary consultancy and/or advice services separately and in writing. CreditDevice shall employ its utmost efforts to execute such supplementary services with care, in concordance with the agreed terms and procedures.

# **Section 10 Prices and invoicing**

- 10.1. CreditDevice charges Client a rate for the services and products provided, in accordance with the usual rates, calculation methods and working methods.
- 10.2. License fees will be invoiced yearly upfront.
- 10.3. Payment term is 30 days from invoice date; payment is made in a manner to be indicated by CreditDevice, in the currency in which the declaration is made.
- 10.4. If Client fails to pay within the 30-days period, Client is in default. The Client then owes an interest of 1% per month, unless the legal interest is higher, in which case the legal interest applies. Interest on the claimable amount will be calculated from the moment the Client is in default, until the moment of payment of the full amount.

- 10.5. In case of liquidation, bankruptcy, seizure or suspension of payment of the Client, CreditDevice's claim against Client is due immediately.
- 10.6. CreditDevice has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the initial sum and the current interest.
- 10.7. CreditDevice can refuse full repayment of the principal, if the outstanding and current interest, as well as the costs, are not paid.
- 10.8. One-off costs on behalf of the implementation of the Web application are invoiced in two parts; 40% of the one-off costs will be invoiced after the Agreement has been signed, after which the remaining part of the one-off costs will be invoiced after Go-live of the Web application.
- 10.9. Price increases by CreditDevice can be implemented at the end of each calendar year, if and insofar as this is done under the following conditions:
- 10.10. CreditDevice is entitled to adjust the rates and other prices every calendar year (for the first time after the first license year) with a percentage equal to the CBS index regarding the Consumer price index (CPI, price index 2006 = 100) in the year preceding. Price increases are notified to the Client at the time of the increase by separate email.
- 10.11. If CreditDevice increases its rates with more than five percent per calendar year, Client is entitled to terminate the Agreement, even if the agreed cancellation period of three months has expired.

#### Section 11 Collection costs

- 11.1. All claims of CreditDevice will be immediately due when the Client's bankruptcy is filed, Client applies suspension of payment, liquidates or dies, and in any circumstances where the claim of CreditDevice would jeopardized.
- 11.2. CreditDevice shall at all times have the right to require full or partial prepayment by the Client, to dispatch items under cash or to require the Client to provide CreditDevice with security for the fulfillment of its obligations.
- 11.3. If the Client is in default, or in default with the fulfillment of one or more of its obligations, all reasonable costs to obtain payment outside of court shall be borne by the Client. Client will be liable for at least 15% of the amount due to CreditDevice, with a minimum of EURO 115 (excluding VAT). If CreditDevice proves reasonably to have incurred higher costs, there costs are also eligible for reimbursement.
- 11.4. Client is obliged to reimburse all reasonable costs incurred by CreditDevice in connection with a judicial proceeding, in which the Client has been fully or substantially unsuccessful. These costs will include, in any event, the costs of external experts, bailiffs and lawyers, even if such costs exceed the amount allocated by the court.

# **Section 12 Complaint procedure**

- 12.1. Disputes regarding performed work must be reported by the Client in writing to CreditDevice within 8 days after detection, but no later than 14 days after completion of the work in question. The notice of default must include as detailed a description of the defect as possible, so that CreditDevice is able to respond appropriately.
- 12.2. In case a dispute is justified, CreditDevice will still perform the work as agreed, unless this has become demonstrably pointless for the Client, which must be communicated in writing by Client.
- 12.3. If it is no longer possible or useful to provide the agreed services, CreditDevice will only be liable within the limits of Article 15 "Liability".
- 12.4. The provisions as set out above are subject to what has been agreed in the SLA; provisions included in the SLA always prevail above provisions from the T&C's.

# **Section 13 Cancellation of the Agreement**

- 13.1. Both parties may terminate the Agreement by cancellation in writing at any time, bearing in mind the contractual term of notice of three months.
- 13.2. If the Agreement is terminated prematurely by CreditDevice, CreditDevice will, in consultation with the Client, arrange that the work still to be performed by third parties will be transferred, unless there are facts and circumstances on which the termination is based and which are attributable to the Client.
- 13.3. If the transfer of work leads to extra costs for CreditDevice, these extra costs will be invoiced to the Client by CreditDevice.

#### **Section 14 Suspension and rescission**

- 14.1. CreditDevice is entitled to suspend the fulfillment of the obligations or terminate the Agreement with immediate effect, if:
- 14.2. Client does not fulfill or does not fully comply with the obligations under the Agreement;
- 14.3. After parties have entered into the Agreement, CreditDevice has given good reason to fear that Client will not fulfill its obligations;
- 14.4. At the time of the conclusion of the Agreement, the Client was requested to provide security for the fulfillment of his obligations under the Agreement, and this security is not provided or is insufficient. As soon as Client provides the security, the power to suspend expires, unless the fulfillment of the obligations is then unreasonably delayed.
- 14.5. Furthermore, CreditDevice is authorized to rescind the Agreement if circumstances arise that are of such nature that fulfillment of the Agreement can no longer be required or, according to criteria of reasonableness and fairness, unchanged maintenance or fulfillment of the Agreement in reasonableness should not be expected.

- 14.6. If the Agreement is rescind or cancelled, the claims of CreditDevice on the Client are immediately due and payable. If CreditDevice suspends fulfillment of its obligations, it retains its claims un de the law and Agreement.
- 14.7. CreditDevice at all times retains the right to claim compensation.

# **Section 15 Liability**

- 15.1. Although CreditDevice does its upmost best to perform their assignments to the best of its ability, CreditDevice cannot be held liable for any damage, for whatever reason, suffered by the Client and/or third party due to improper fulfillment of the assignment by CreditDevice, except insofar as the Client proves that CreditDevice can be blamed for intent and/or gross negligence.
- 15.2. CreditDevice is not liable for any damage to property of the Client, damage to property of third parties, business or stagnation damage, or any other consequential damage and damage as a result of liability towards third parties.
- 15.3. In the event a case of damage occurs and is being found, the Client shall promptly but no later than ten working days report this to CreditDevice by registered mail. Should the Client fail to do so, it loses every right to compensation for damages and losses. However, CreditDevice shall in every case employ its best efforts to solve the issue
- 15.4. If, despite the foregoing provisions, CreditDevice is considered liable by the competent Court in any event, the liability of CreditDevice for whatever reason will in all cases be limited to a maximum of the fee invoiced by to the Client by CreditDevice, up to a maximum period of six months.
- 15.5. Client indemnifies CreditDevice unconditionally against third-party claims arising from and/or related to the implementation of the Agreement.
- 15.6. In the event it can be demonstrated that a certain use by the Client or its Users has an adverse effect on the operation of the Web Application, CreditDevice shall have the right to, without any prior warning or notice, block access to the Web Application for a certain period of time.

# **Section 16 Force Majeure**

- 16.1. CreditDevice shall not be held liable for any failure to fulfil its obligations under the Agreement if such failure has been caused by an event of Force Majeure; an event beyond the control CreditDevice, which could not be reasonably foreseen at the time of the conclusion of the contract and the effect of which cannot be avoided by appropriate measures.
- 16.2. In these T&C's Force Majeure shall mean, in addition to what is understood by law and legal prudence, all external causes, foreseen or unforeseen, on which CreditDevice cannot exercise any influence, but as a result of which CreditDevice is unable to meet its obligations, such as but not exclusively, a non-attributable failure by suppliers of CreditDevice, measures or regulations of governments, strikes, malfunctions in (part of) electricity facilities, Internet connections and/or in the telephone network. Strikes in the CreditDevice company are included
- 16.3. CreditDevice also has the right to invoke Force Majeure, if the circumstance that prevents (further) fulfillment, occurs after CreditDevice had to fulfill its commitment.
- 16.4. For as long as CreditDevice is unable to fulfil its obligations under the Agreement duly and timely because of an event of Force Majeure, the Client has the right to postpone its payment obligation for the Web Application under the Agreement.
- 16.5. In the event the Force Majeure situation continues to exist, Parties can suspend the obligations of the Agreement during this period. If this period lasts longer than two months, each Party is entitled to rescind the Agreement without obligation to compensate for damage to the other Party.
- 16.6. In the event that CreditDevice, at the time of the Force Majeure, has in the meantime partially fulfilled or will be able to fulfill its obligations under the Agreement, and the part fulfilled or to be fulfilled is assigned independent value, CreditDevice is entitled to separately declare the part already fulfilled or to be fulfilled. Client is obliged to pay this invoice as if it were a separate Agreement.
- 16.7. In the event the Client fails to fulfil its obligations under the Agreement because of an event of Force Majeure, CreditDevice has the right at its sole discretion and without any obligation to pay compensatory damages to terminate the Agreement when the Force Majeure event has continued for 14 business days, without prejudice to the obligation of the Client to pay for CreditDevice's services up to and until the date the Agreement is terminated by CreditDevice.

# **Section 17 Confidentiality**

- 17.1. Both CreditDevice and the Client shall at all times keep confidential any data and information related to the business of the other party received in the course of the performance of the Agreement. Information is considered confidential if this is communicated by the other Party or if this results from the nature of the information. In particular, CreditDevice shall keep confidential all data and information stored in or exchanged through the Web Application, insofar as CreditDevice has actual knowledge about these data and information.
- 17.2. If, based on a legal provision or judgment, CreditDevice is obliged to provide confidential information to third parties designated by law or the competent court, and CreditDevice cannot invoke a legal or authorized right of

- change in this respect, CreditDevice is not liable for damages or compensation, and the Client is not entitled to rescind the Agreement based on any damage caused as a result.
- 17.3. Employees of CreditDevice with access to the Web Application or Servers each have signed individual non-disclosure agreements with regards to data and information stored in or exchanged through the Web Application.

#### Section 18 Privacy and safety

- 18.1. All employees supervised by CreditDevice with access to personal information, shall be under an obligation of confidentiality with regards to this information, unless they are forced to disclose such information by law or a court order.
- 18.2. By using the Web Application personal information may be processed, in which case CreditDevice is the processor. The Client and CreditDevice shall enter into a Data Processing Agreement.
- 18.3. CreditDevice shall employ its utmost efforts to put in place security measures in order to ensure the safety of the information stored on its Servers. These measures shall be reasonable and proportionate in terms of costs and shall be in accordance with the current state of science. CreditDevice shall employ maximum care to avoid the unauthorized access to data of the Client by third parties. Users are expected to use commonplace security measures that should reasonably be installed on any computer, including, but not limited to, anti-virus, anti-spam, anti-spyware, anti-malware, anti-phishing, and firewall software, as well as the security measures provided by CreditDevice to minimize the risk of improper use.

### Section 19 Intellectual property and copyright

- 19.1. Without prejudice to the other provisions of these T&C's, CreditDevice reserves the rights and authorizations that CreditDevice is entitled under the Copyright Law.
- 19.2. CreditDevice and/or its licensors are the sole and exclusive owners of all intellectual property rights in and attached to the Web Application. The Client understands that it does not obtain any intellectual property rights in the Web Application by entering into this Agreement, by using the Web Application or by any other exchange of information from CreditDevice to the User. Any data entered or provided by Users are and remain the sole and exclusive property of the Client and/or Users.
- 19.3. All documents provided by CreditDevice, such as reports, advices, agreements, designs, sketches, drawings, software, etc., are exclusively intended for use by the Client and may not be reproduced, published, or made public without the prior consent of CreditDevice, unless the nature of the provided documents indicates otherwise.
- 19.4. The actual use of the Web Application is non-transferable, unless prior written consent of CreditDevice is obtained
- 19.5. By signing the Agreement the Client only receives the right to use the Web Application for as long as the Agreement is in full force and effect.
- 19.6. CreditDevice reserves the right to use the knowledge, gained through the performance of the work, for other purposes, provided that no confidential information is disclosed to third parties.

### Section 20 Non-takeover staff

The knowledge and experience of the employees of Client and CreditDevice is of the utmost importance and value to both Parties and will be hard to replace. Both Parties therefore agree not to solicit or employ or procure to solicit or employ any employee, officer or advisor of the other Party, either directly or indirectly and either via a contract for employment, management, consultancy or otherwise, during the existence of the Agreement and for a period of 18 months after its termination.

# Section 21 Applicable law and disputes

- 21.1. These T&C's and the Agreement governed by it and their execution and interpretation are governed by Dutch law.

  Any dispute concerning these T&C's and the agreement governed by it and their execution and interpretation shall be exclusively issued and adjudicated by the competent judge of the district court in The Hague, The Netherlands
- 21.2. Parties will only appeal to Court after they have done their upmost to settle a dispute in mutual consultation.

# **Section 22 Miscellaneous**

- 22.1. CreditDevice shall not, under any circumstances, use the data stored in the Environment or Administration of the Client for any other purpose than strictly necessary for a proper performance of its obligations under the Agreement. However, CreditDevice may use data of the Client, provided the data are anonymized, for statistical purposes. CreditDevice may, for internal use only, use a copy of the Environment in a test- and/or acceptation environment to monitor the correct operation of the Environment of the Client or to test its correct operation in a newer version of the Web Application.
- 22.2. Without prejudice to its own responsibility, CreditDevice has the right, at its own discretion, to hire third parties for the performance of the Agreement without prior consent of the Client. CreditDevice also has the right, without consent of the Client, to transfer its rights and obligations under the Agreement to a third party, provided such transfer is part of a transfer of all or some of the assets of the company of CreditDevice.

- 22.3. No amendment of these T&C's and the Agreement governed by it shall be binding upon either party, unless in writing and duly signed by both parties. Any notices under this Agreement shall be in writing, unless otherwise stated.
- 22.4. The most recently published version of these T&C's is always applicable to the specifically concluded agreement.
- 22.5. CreditDevice is entitled to unilaterally amend these T&C's.
- 22.6. By signing this Agreement, the Client agrees to receive general communications, newsletters and any other marketing communications from CreditDevice.