

## **Conditions of Use for Online Tools For the companies listed in the annex**

### **1 Scope of application and terms**

These Conditions of Use govern the use of the Online Tools provided by one of the companies listed in the annex the address and certification data published therein. They apply to the module EASY-CERT web/ Customer Portal and all other online tools provided in future by one of the companies listed in the annex. The companies provide their services within the context of the applicable contractual relationship and the operational resources available. The Company reserves the right to adapt these services as required or for important reasons.

All users of the Online Tools have a valid contractual relationship with one of the companies listed in the annex and thereby accept the General Terms of Business. The Conditions of Use for Online Tools form an integrated part of these general terms of business.

### **2 EASY-CERT Web**

Client information of one of the companies in the annex such as control results, certification information and label approvals are published on EASY-CERT web. The platform EASY-CERT web is public and free of charge.

### **3 Liability**

The companies guarantees neither the uninterrupted fault-free operation of their services nor fault-free operation at any point in time.

Liability for interruptions of service, especially in connection with the remedying of faults, maintenance, or the introduction of new technologies, is therefore excluded.

The companies do not guarantee the integrity of stored data or data transmitted via their system.

Any warranty for the accidental disclosure or deletion of or damage to data sent and received over their system or stored in it is excluded.

The companies in the annex accept no responsibility for loss or damage caused to customers through misuse of the system (including viruses) by third parties. Any liability of the companies and their vicarious agents for a particular technical or economic outcome, indirect damage such as loss of profit, third party claims, consequential damage from loss of production, loss of data and liability for slight negligence is expressly excluded, subject to any further imperative statutory provisions regarding liability.

The companies in the annex reserve the right to claim compensation from users in all cases in respect of offences (in particular involving data crime, data misuse or hacking) relating to the Company's network or infrastructure.

### **4 The customer's duties and rights**

Users have the right to use the contractually regulated services online. Users must ensure that their use of the Internet complies with applicable law. Users undertake to respect and observe international agreements, such as data protection, copyright, business secrets, brand rights, fair competition and related issues.

The online tools provided are intended to be used to simplify users' internal monitoring and quality assurance processes. Subscribers to such online tools may use the data to which they have access only for internal business purposes. The data provided by the companies in the annex may not be used for marketing, advertising etc. Any transfer of data to third parties is prohibited. The subleasing to third parties of the services subscribed to is prohibited. In cases of contravention of these rules the companies in the annex may impose a contractual penalty of € 10,000.00 and they reserve the right to claim additional compensation.

Users of online tools are responsible for the security provisions necessary to ensure a secure data flow. Users are responsible to the companies for the use of their accounts. Passwords and IDs must not be revealed to third parties. If such details are nevertheless revealed by or at the wish of the user, the account holder is responsible for any consequences.

Users must ensure that their use of the Internet complies with applicable German and foreign law. In addition to criminal law this includes data protection and implementing legislation, copyright law and related rights.

### **5 Duration and termination of the contract**

The contractual relationship with one of the companies in the annex specify the duration and termination of the contract.

### **6 Fees**

If any fees apply, they are laid down in the fee schedule of the companies in the annex. The current schedule of charges forms an integrated part of these Conditions of Use and can be viewed at any time on the website.

### **7 Amendments to the conditions of use**

The binding version of the Conditions of Use applicable at a given time will be published on the Internet. It is the responsibility of customers to inform themselves of the current Conditions of Use.

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## Annex to the Conditions of Use for Online Tools

These Conditions of Use for Online Tools apply to the following companies:

### **CERES GmbH**

CERTification of Environmental Standards

Vorderhaslach 1, 91230 Happurg, Germany

Company registry number: B 21261

Website: [www.ceres-cert.de](http://www.ceres-cert.de)

German law, place of jurisdiction: Nuremberg

### **CERES-CERT AG**

Ackerstrasse 117, 5070 Frick, Switzerland

Company registry number: CH-400.3.451.004-3

Website: [www.ceres-cert.de](http://www.ceres-cert.de)

Swiss law, place of jurisdiction : Frick