



Secure Your Business

**CIS – Certification & Information Security Services GmbH – Ltd.**

## **General Terms and Conditions for Services provided by CIS Certification & Information Security Services GmbH – Ltd. – following abbreviated as CIS**

### **I. Validity and scope:**

1. Upon a written order placed by the customer or written acknowledgement of order issued by CIS, the following terms and conditions shall become integral part of the contract between CIS and the customer in addition to the information and data given in the CIS Information Brochures and/or in the offer.
2. Unless it is made compulsory by law and/or expressly agreed in writing differently, this means that purchase conditions or other conditions of the customer shall be excluded.

### **II. Subject of the business activities of CIS:**

- 1.1. Certification, evaluation, auditing, attestation, assessment and review of organizations of any sizes and sectors – in particular relating to their information security management system considering the information, data processing, communication and production technologies. These activities can be subject to standards or regulations, laws or decrees, or be based on normative references issued by representations of interests, professional representations or representations of the legislator.
- 1.2. Certification of individuals, in particular relating to information security management systems.
2. Awarding and maintaining CIS Certificates acc. to Art. XII and XIII.

### **III. Validity of CIS tariffs, fees, subsidies as well as taxes and duties:**

1. CIS services shall be invoiced acc. to the CIS tariffs applicable at the moment of service provision.
2. Taxes and additional duties shall be invoiced acc. to the laws applicable at the moment of service provision. If taxes and/or duties are prescribed retroactively in addition to this, these taxes and/or duties shall be borne by the customer.
3. Changes of the CIS tariffs and fees shall be announced to all the organizations having valid CIS Certificates in writing no later than four weeks before these changes enter into force or take effect.

### **IV. Periods and deadlines for CIS services:**

1. If agreed deadlines are not kept through the customer's fault, the customer shall reimburse resulting costs and expenses to CIS.
2. Scheduling shall be done while considering the business hours and availability of the respective customer's representatives (including shifts).
3. The business hours of the CIS Office are from 8.00 hours to 16.30 hours and on Friday from 8:00 hours to 12:00 hours, excluding legal holidays and company vacation.

### **V. Terms of payment:**

1. Invoicing of fees shall be done after service provision or for the year in advance. Unless agreed differently, CIS tariffs shall be invoiced step-by-step after service provision or at the end of month.
2. Invoices shall be payable within 14 days after the date of invoice without deductions and free of expense.
3. In cases in which advance payments at a reasonable level are demanded by CIS, compliance with the payment dates shall be an absolute requirement for CIS providing service at due date.
4. In the event of delay in payment, CIS shall be entitled to charge interest on arrears to the amount of 7.5% above the bank rate of the Austrian National Bank plus turnover tax.

### **VI. Secrecy, confidentiality, data protection between CIS and the customer:**

1. Any information made accessible to CIS by the customer shall be treated in strict confidentiality and only be used for the service to be provided.
2. CIS pledges to refrain from communicating audit reports and other written statements on the results of CIS activities to third parties. This shall also be applicable to the time after service has been provided in conformity to the contract. Upon expiry of 12 years, these documents shall be destroyed.
3. Those excluded from this secrecy are Top Management and the Steering Body of CIS, the Accreditation Body in terms of its accreditation activities as well as third parties unless CIS has been dispensed in writing by the customer.

### **VII. Liability of CIS:**

1. CIS shall only be liable to customers or third parties to the extent Austrian legislation prescribes compulsory liability among merchants.

### **VIII. Customer's rights:**

1. CIS services shall be provided at the customer's site during customer's regular business operations in a way that is as economically efficient and troublefree as possible. If necessary, this may also be done during shift operation or at workplaces.
2. CIS pledges to communicate the persons employed to the customer. If these persons are refused for substantiated reasons, CIS pledges to make a new proposal. Unless specified by national and international rules, e.g. requirements placed by the Accreditation Body or laws/regulations, CIS shall be free to select the performing persons when fulfilling an order.
3. In the event a person employed by CIS becomes unavailable owing to illness before or during service provision, a substitute shall be employed in mutual agreement with the customer; or a new date shall be agreed upon.

### **IX. Customer's duties:**

1. Upon request, the customer shall make all the documents and data necessary for the respective CIS service available to CIS.
2. The customer shall permit access to the rooms, premises and workplaces.
3. The customer shall take adequate organizational action ensuring the representatives are present and are prepared to practical evidencing.
4. The customer shall ensure that the employees interviewed by CIS give frank and truthful information on all the in-house issues relevant for the review of the respective safety management security system.
5. Any information made available by CIS – on paper or in electronic form – such as brochures, check lists, self-assessment forms, are intellectual property of CIS. They must neither be duplicated nor used for publications or made accessible to third parties in any other way without prior consent. Otherwise CIS shall be entitled to stipulate a penalty to the amount of up to EUR 30,000.— and to charge it acc. to the conditions of payment stated in Art. V.

### **X. CIS quality warranty:**

1. On-site services with which the customer was not satisfied will not be invoiced if the customer justifies its dissatisfaction in writing before availing itself of the next CIS service but no later than 5 working days after the respective on-site service. This service won't even be invoiced if CIS judges the respective state of affairs to be unsubstantiated. This service shall be regarded as being a service not provided by CIS.

2. In case of complaints against decisions taken by Top Management, it shall be possible to complain before the Steering Body in the 2<sup>nd</sup> instance.

#### **XI. Maintaining the impartiality and independence of CIS:**

1. The customer shall refrain from anything that might compromise the independence of the persons employed by CIS. This particularly applies to offers made for consultancy activities or to the customer employing people or placing order on its own account.
2. For maintaining impartiality, CIS will not perform any consultancy that is the subject of a commissioned conformity assessment with subsequent award of a certificate.

#### **XII. Conditions for the award/maintenance of CIS Certificates:**

1. CIS Certificates have a date of first issuance, a validity date and an issuing date. Furthermore, each CIS Certificate has a registry number, which will only be assigned by CIS once and therefore is clearly traceable.
2. The date of first issuance shall remain unchanged throughout the life cycle, i.e. for the period of the uninterrupted validity of a CIS Certificate, and documents the date when the CIS Certificate was issued for the first time.
3. The validity date defines the validity of the certificate. For the period of the respective validity, the customer shall be obliged to commission CIS with performing annual surveillance services. Unless agreed differently, a 3 years' period of validity shall be applicable to a CIS Certificate; and a 12 months' period shall apply to the Surveillance Audits taking place every year. Upon written justification, the Surveillance Audits can be advanced or postponed by no more than 3 months.
4. The issuing date documents the moment of the latest change of the certificate. Examples of such changes include: the scope of a Certificate has been extended, the validity has been prolonged, ...
5. CIS Certificate can only be issued for organizations, i.e. for companies subject to the UStG (Umsatzsteuergesetz – Turnover Tax Act) §2, as well as for public-law corporations. The scope extends over the whole company. If a limitation to certain business or product areas, Divisions, sites or subsidiaries is necessary, this limitation shall be expressly stated in the certificate. If an organization has several independent scopes – which are limited – e.g. Departments, so-called Sub-Certificates can be issued for these scopes.
6. The validity of certificates can be prolonged no more than 3 months after or before the expiry of validity if a CIS Recertification Service can evidence the effectiveness of the entirety of the management system. The conditions mentioned above shall be applicable to the certificate whose validity has been prolonged.
7. For maintaining the certificate, nonconformities identified by CIS shall be effectively eliminated within 6 months. Upon discretion of CIS, the improvement action shall be evidenced in a Post-Audit and/or by way of documentation.
8. If the period between the enforcement of the respective security management system and conformity assessment is too short to identify continual effectiveness of actions and arrangements and the effect is minor, an Attestation of Conformity can be granted or maintained, provided that there is an extraordinary additional conformity assessment (audit, verification).

#### **XIII. Rights and duties of owners of a CIS Certificates and Conformity Marks:**

1. The right to use the CIS Certificate for commercial purposes, in particular for advertising and for forming the confidence of business partners and the public (in tenders, acknowledgements of order, etc.)
2. The right to use the CIS Conformity Mark, in which the number and the respective standard or regulation need to be entered acc. to the CIS Certificate awarded. Graphic modifications of this Label are only permitted upon written consent given by CIS.
3. The CIS Conformity Mark may be carried and used by the scope for advertising on internal and external presentation documents up to 6 months after the expiry of validity of the CIS Certificate. The kind of identification must clearly show that it is not a question of a certified product or process but of a certified organizational unit or

that the products come from the certified scope. The CIS Conformity Mark must not be used in a way that this might be interpreted as marking product conformity. Above all, the CIS Conformity Mark must not be used on laboratory test reports, calibration sheets or inspection reports. For stating the scope, the exact wording will have to be taken over from the Certificate.

4. The CIS Conformity Mark may neither be transferred to third parties or successors nor form the subject of an assignment, sale or any forced action.
5. When using the CIS Certificate and CIS Conformity Mark, the owner pledges to strictly adhere to the rules of fair competition.
6. If there are organizational changes relating to the scope, e.g. change of legal form, abandonment of existing business activities or adding of new business activities, CIS shall be informed immediately and in writing.
7. The management system must be demonstrably developed further by systematic actions (e.g. internal audits, corrective and preventive actions, periodic review of the security management system) within the applicable periodicity – currently 12 months.
8. Any third-party complaints about the security management system shall be communicated to CIS in writing within 5 working days. Any complaint shall be assessed, and required improvement actions shall be derived. In the course of the following CIS on-site service, these complaints and actions shall be disclosed without being asked.

#### **XIV. Rights and duties of owners of CIS Certificates for Individuals:**

1. Owners of Certificates pledge to do their best to promote or to establish and continue modern ISMS methods in their professional activities.
2. Owners of Certificates pledge to specifically complement their knowledge and skills and to constantly update them by participating in relevant events (e.g. events offered by CIS), studying pertaining literature or being actively involved in experience exchange groups.
3. Owners of Certificates pledge to undergo the trainings necessary for maintaining the validity of the respective CIS Certificates in time.
4. Owners of Certificates pledge to furnish the documents necessary to evidence their competence and practical experience (e.g. interim certificates, progress reports). These documents must correspond to the actual state of affairs.
5. Owners of Certificates agree to CIS managing their data by way of IT, keeping a list of all the owners of Certificates and publishing this list or making it accessible to the public.
6. Owners of Certificates are obliged to immediately inform the Certification Body of any written complaints personally filed against them by third parties and coming to their knowledge. The Certification Body can investigate into the respective complaint.
7. Each owner of a Certificate (as well as each candidate for a Certificate) shall be entitled to get insight into the processes leading to the certification of competence. This requires a prior written message.
8. Each owner of a Certificate shall be entitled to apply for a prolongation before the expiry of period of validity and to obtain a prolongation if the conditions are met.
9. Owners of Certificates are encouraged to initiate and maintain co-operation with colleagues from other sectors. In such activities (e.g. experience exchange groups, circles), they shall be entitled to be supported by CIS.
10. Owners of Certificates pledge to keep these "General Conditions for Services provided by CIS". They take note that the CIS Certificates for Individuals can be withdrawn in case of nonfulfilment.
11. If the owner of the Certificate no longer feels to be in the position to fulfil the "General Conditions for Services provided by CIS", he / she shall be obliged to hand back the corresponding Certificate.

#### **XV. Withdrawal of CIS Certificates and CIS Conformity Marks**

1. The infringement of the conditions stated in Art. XII and XIII, bankruptcy or backlog in payments as well as the serious or

repeated misuse of the CIS Certificate / Conformity Mark are reasons for withdrawal without notice.

2. Withdrawal shall be communicated in writing by CIS and shall be valid upon receipt of the message.
3. Withdrawal can be published by CIS.
4. In case of any limitation or withdrawal of a certification, the holder undertakes to return to CIS the CIS Certificates by registered letter, to cease any use of the CIS Conformity Mark, and to ensure that documents which contain a reference to his certification, including those documents distributed to business partners, no longer be disseminated or use thereof be ceased within six months. Otherwise, CIS may assert a contractual penalty of € 30,000,- for each violation, notwithstanding its right to assert further damages.

**XVI. CIS Trade Mark, court of arbitration, place of jurisdiction:**

1. The word mark and logo of CIS are registered in Austria acc. to the Law of Trade Marks. Therefore, the use by third parties only is permitted under the conditions stated in Art. XIII.
2. Unless agreed differently, the legal provisions applied among merchants shall be applicable. Amendments of or supplements to these conditions require written form. This also includes the contracting out of written form. If one or several of the stated conditions are ineffective legally, the legal provisions shall be applicable instead, and the effectiveness of the other conditions shall remain untouched.
3. As for possible disputes, the court exclusively competent shall be the locally and technically competent court in Vienna.