CIS -
Certification & Information
Security Services GmbH

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General Terms and Conditions of CIS - Certification & Information Security Services GmbH

Concerning system certification and verification

Valid as of May 2021

Subject to changes. The General Terms and Conditions, as amended, are available at www.cis-cert.com/en

I. VALIDITY AND SCOPE

1. These General Terms and Conditions are applicable to all system certification and verification services provided by CIS – Certification & Information Security Services GmbH (hereinafter: CIS), including, but not limited to, certification, verification, auditing, attestation, assessment, valuation and evaluation of organizations, in particular their management systems (e.g. information security management, data protection management, service management, business continuity management, etc.), their services (e.g. data center basic infrastructure service), processes (e.g. processing involving personal data) as well as other related audit services on the basis of regulatory evaluation models/standards/regulations.
2. The General Terms and Conditions form an integral part of any contract made between CIS and the ordering organization.
3. Any deviating terms and conditions (general terms and conditions, terms and conditions of purchase or payment terms) of an ordering organization are applicable only if expressly acknowledged by CIS in writing.

II. VALIDITY OF CIS RATES, FEES AS WELL AS TAXES AND DUTIES

1. CIS services are charged at the CIS rates applicable on the service provision date. Unless otherwise stated, all prices are in € (euros) exclusive of VAT.
2. Any change in CIS rates and fees is communicated in writing to all organizations holding a valid CIS certificate not later than four weeks before entry into force/validity.
3. Any fees collected by international authorization bodies will be passed on by CIS to and shall be borne by the ordering organization. The amount of such fees depends on the service provision date. The ordering organization therefore will have to pay for any increase in fees between the offer date and the service provision date.
4. Any taxes and additional duties are charged on the basis of legislation in place on the service provision date. Any taxes and/or duties which may be imposed with retroactive effect shall be borne by the ordering organization.

III. TARGET DATES FOR CIS SERVICES

1. The ordering organization is required to address any request for cancellation or postponement in writing to CIS. Any service may be cancelled or postponed only in agreement with CIS.
2. CIS may charge handling fees of € 190.00 in respect of any postponement effected within two weeks before an agreed date. Any additional costs incurred must be reimbursed.
3. In case of any cancellation, CIS may charge a cancellation fee equal to 30 % of the order value in respect of services not yet provided, in addition to services already provided and costs incurred.

IV. TERMS OF PAYMENT

1. Unless otherwise agreed, CIS rates are charged on the basis of services actually provided from time to time (e.g. provision of an on-site-service) or at the end of a month. Any compensation payable for using the CIS certificate and the certification mark is invoiced on an annual basis in advance.
2. Invoices are due and payable without deduction and expenses within fourteen days of the invoice date.
3. CIS may request reasonable prepayments. In such cases, compliance with the payment dates is mandatory for timely provision of CIS services. If insolvency proceedings are initiated in respect of the ordering organization's assets or not initiated for lack of assets to cover costs or if the ordering organization proposes an out-of-court settlement to its creditors or if there is any other reasonable doubt as to the ordering organization's creditworthiness, CIS is required to provide services only against advance payment.
4. In case of late payment, CIS may charge default interest at a rate of 9.2% above the base interest rate. In addition, collection fees of € 40.00 and all other costs caused by the ordering organization for taking necessary out-of-court collection or recovery measures may be charged, provided that such measures are reasonably proportionate to the claim CIS seeks to recover. Furthermore, in case of late payment, CIS may temporarily suspend any service yet to be provided and withdraw certifications after a reminder and a grace period of at least 14 days (see Section XIV).

If, despite reminder and a grace period, the ordering organization defaults on only one payment under a claim due, all other outstanding claims - including claims from other contracts and notwithstanding the agreed due date - will become immediately due and payable.

5. Any objection to invoices must be asserted in writing with CIS within two weeks of receipt of an invoice and accompanied by a sufficiently detailed statement of reasons, otherwise the invoice shall be deemed acknowledged.
6. The ordering organization may set off any claims of CIS solely with counterclaims that have been established by court or expressly acknowledged by CIS in writing on a case-by-case basis.

V. SECRECY, CONFIDENTIALITY, DATA PROTECTION

1. CIS undertakes to comply with applicable data protection laws when processing personal data. Any personal data collected by CIS in relation to a CIS service will be stored electronically and processed as necessary for performing a contract, for necessary (audit) documentation according to regulatory provisions, for accounting purposes as well as for customer relationship management, including submission of offers for other CIS services (e.g. re-certifications and addon certifications, relevant training). CIS will store any personal data as long as may be necessary to achieve the above purposes. Any master data concerning an ordering organization (including officers authorized to represent the ordering organization, contacts of the ordering organization) as well as any data concerning order history will be stored until the end of the business relationship and until the end of the relevant warranty, limitation and statutory preservation periods. Any audit reports and audit documentation will generally be stored for a period of 12 years, unless any regulatory or statutory requirement provides for a longer preservation period.
2. All information made available to CIS by an ordering organization which is not public domain will be kept confidential. CIS undertakes to disclose to third parties any confidential information concerning an ordering organization which arises from its activities (including, but not limited to, audit reports and other written statements concerning the results of its activities) only with the ordering organization's written consent, unless CIS is required to disclose such information by law. This applies also after an order was performed as agreed.
3. The ordering organization acknowledges that any information referred to in paragraph 2 above (including, but not limited to, audit reports) will be made available to the accreditation or certification bodies on request and that any such body may participate in audits on site.
4. The ordering organization shall ensure that all personal data provided by it to CIS may be processed by CIS in the context of providing its service. The ordering organization shall observe all applicable data protection provisions (e.g. duty to provide information under the GDPR) and obtain any consent that may be necessary. The ordering organization shall hold harmless and indemnify CIS in this respect.
5. By separate consent by the ordering organization which may be withdrawn at any time or if there is any overriding legitimate interest, CIS will use the ordering organization's contact details to send the ordering organization by mail, email or other means of communication information and advertising materials about its services and products, events, news and other information that may be of interest to the ordering organization, unless any consent given has been withdrawn or the processing of personal data for purposes of direct advertising has been objected to.
6. The ordering organization acknowledges that the Austrian Accreditation Act and pertinent standards (including, but not limited to, EN ISO/IEC 17021-1) require CIS to make available a publicly accessible list of certifications made. The list which is available on the website of CIS includes all certificates, as valid from time to time, and their holders, including the following data: name/company name and address of the organization, certificate number, scope of application and applicable regulatory documents. The ordering organization agrees that such data is published on the website of CIS. The ordering organization also agrees that a link is created to the certified organization's website.
7. CIS points out that pursuant to applicable data protection laws, data subjects have the right to access their personal data which has been processed as well as a right to rectification, erasure, restriction of processing and data portability. The right to erasure of data may be limited in the cases referred to by law, especially due to statutory preservation obligations CIS needs to satisfy, or based on any overriding interest of CIS. In addition, in the cases referred to by law, data subjects may object to the processing of their personal data. Data subjects may object to any future use of their personal data for direct marketing purposes at any time, free of charge and without giving any reason.

Data subjects also have a right to lodge a complaint with the data protection authority. Any information concerning the exercise of rights by data subjects and concerning data protection provided by CIS is available at datenschutz@cis-cert.com.

8. Any further information concerning data protection is available on the website of CIS at www.cis-cert.com/en.

VI. LIABILITY OF CIS

1. The ordering organization acknowledges that auditing only amounts to a check, on a random basis, of the organization's management system and/or processes on the basis of regulatory evaluation odels/standards/regulations. CIS will generally not check the conformity of the relevant organization with the law and does not accept any warranty or liability that the audited organization complies with all legal requirements, unless expressly otherwise provided by the evaluation model/standard/regulation. Any liability of CIS is based on the following provisions.
2. CIS is liable to the ordering organization only for any violation of its contractual obligations by intent or recklessly gross negligence, subject to the following provisions. CIS disclaims any liability for slight and simple gross negligence.
3. Any liability of CIS is limited to typically foreseeable damage incurred by the ordering organization and shall not exceed the amount of compensation for underlying services agreed by contract and paid to CIS when due.
4. CIS disclaims any liability for lost profit, any consequential damage caused by defect, any direct or indirect damage and any pure pecuniary loss.
5. Unless any claim for damages is asserted in court within six months of the eligible party becoming aware of such damage, and not later than within two years of the event triggering a claim, any such claim shall become statute-barred.
6. To the extent permitted by law and unless expressly otherwise agreed with CIS in writing, the ordering organization guarantees that CIS services will only be used for its own purposes and not for third parties. If services provided by CIS are passed on to or used for third parties, CIS shall not be liable to that third party.
7. If CIS is liable to a third party by way of exception, the provisions of this Section VI, including, but not limited to, all limitations of liability included therein, shall be applicable not only between CIS and the ordering organization but also to that third party. Whenever a third party asserts damages against CIS, the ordering organization will fully hold harmless and indemnify CIS for and against such claims.
8. The maximum liability sum agreed in paragraph 3 above shall be applicable in aggregate only once to all parties having incurred a loss, even if several parties (the ordering organization and a third party or more third parties) have incurred a loss. Parties having incurred a loss will be compensated in the chronological order in which their claims were lodged.
9. The above limitations of liability shall also apply to any legal representative, employee and vicarious agent (including, but not limited to, any auditor) of CIS if any claim is directly asserted against any of the foregoing although there is no contractual relationship between them and the ordering organization and no contractual liability applies.

VII. RIGHTS OF THE ORDERING ORGANIZATION

1. CIS services will be provided as efficiently as possible during the ordering organization's regular business operations at the ordering organization's location or, if necessary, also during shift operation or at workplaces, ensuring that interruptions are kept to a minimum.
2. CIS undertakes to disclose to the ordering organization the individuals carrying out an assignment. If the ordering organization rejects such individuals for substantiated reasons, CIS will endeavor to make a new proposal. The ordering organization may not object to the members of an audit team if audits are announced on short notice. CIS may select the individuals carrying out an assignment at its own free discretion, unless national and international regulations, e.g. IAF/EA policies, requirements of the accreditation body or laws/regulations, provide otherwise.
3. If an individual assigned by CIS is not able to perform his or her duties immediately before or during provision of a service, e.g. due to illness, he or she will be replaced by another individual in agreement with the ordering organization or another date will be agreed.
4. The ordering organization acknowledges and agrees that observers of CIS (e.g. witness auditors or trainee auditors) may participate in on-site services.

VIII. OBLIGATIONS OF THE ORDERING ORGANIZATION

1. The ordering organization shall ensure that any document, data and other information necessary for providing the respective CIS services is provided to CIS also without special request and that CIS is informed of all events and circumstances which could be significant for performing the order.
2. The ordering organization will grant access to rooms, facilities and workplaces.

3. The ordering organization will take adequate organizational precautions to ensure that the responsible employees are present and prepared to provide practical evidence.
4. The ordering organization will ensure that all employees questioned by CIS provide candid and true information about all internal affairs relevant to assess the respective management system, the respective service or the respective process.

IX. INTELLECTUAL PROPERTY RIGHTS

1. All documents CIS may provide as hard copies or in electronic form, such as self-evaluation forms, template forms or check lists, shall be the intellectual property of CIS and may be used only for the purposes intended by CIS. Except with the express written consent given by CIS, any other use or disclosure shall be prohibited. In the absence of consent given by CIS, the documents may neither be reproduced nor made available to third parties.
2. Except with the consent given by CIS, no image, audio or video recording may be made of CIS services.
3. In case of any violation of Section IX, CIS may assert a penalty of € 30,000 for each violation, notwithstanding the right to claim further damages.

X. CIS QUALITY GUARANTEE

1. Any on-site service provided by CIS that may be insufficient will not be charged if the ordering organization gives written notice of a defect before using the next CIS service, and not later than five work days after the relevant on-site service. Such service will not be invoiced if a complaint was justified and the defect significant. Alternatively, CIS may elect to remedy the defect. Any service not invoiced by CIS shall be deemed not provided and will therefore not be acknowledged as a service for maintaining the CIS certificate. Further warranty claims are excluded.

XI. SAFEGUARDING THE IMPARTIALITY AND INDEPENDENCE OF CIS

1. The ordering organization ensures that it will refrain from anything that could prejudice the independence of the individuals assigned by CIS. This applies in particular to offers for consulting services or employment as well as contracts for that individual's own account.
2. To safeguard its impartiality, CIS does not provide any consulting services that are the subject of an ordered certification which will lead to a certificate being granted.

XII. REQUIREMENTS FOR GRANTING/MAINTAINING CIS CERTIFICATES

1. CIS certificates have a date of first issue, a validity date and a date of issue. Each CIS certificate also has a registration number which CIS will assign only once and which is therefore clearly traceable.
2. The date of first issue remains unchanged throughout the entire life cycle and hence during the uninterrupted validity of a CIS certificate and documents the date of first issue.
3. The validity date defines the end of validity of a certificate. During the relevant validity period, the ordering organization is required to instruct CIS to provide annual monitoring services. Unless otherwise agreed or prescribed by the accreditation or certification body, a CIS certificate shall be valid for three years and the annual monitoring audits shall be valid for twelve months. Monitoring audits may be postponed by not more than +/- three months, provided that a written statement of reasons is issued (unless applicable mandatory regulations provide otherwise).
4. The date of issue documents the date of the most recent change of the certificate, e.g. the scope of a certificate was extended or its validity was renewed.
5. The scope of application comprises the entire organization. If any limitation to certain business or product areas, sectors, locations or subsidiaries is required, such limitation will be stated in the certificate.
6. Sub-certificates may be issued for organizations with several independent scopes/management systems. Any specific feature in the context of particular certifications is set out in the respective certification program. The shared right for independent use is obtained in respect of all scopes of application by paying the relevant royalties per organization.
7. Renewal of a certificate requires that the re-certification activities (renewal audit) are successfully completed before the current certification expires.
8. Any non-conformity identified by CIS shall be effectively eliminated within not more than six months in order to maintain a certificate, although shorter deadlines may apply by virtue of national and international regulations, such as IAF/EA policies, requirements of the accreditation body or laws/regulations. Any corrective action shall be evidenced in the course of a follow-up audit and/or by way of documentation, at the discretion of CIS. Unless corrective action is taken within the agreed period, any certification may be limited or temporarily or permanently withdrawn.

9. If the period between the entry into force of a management system and the evaluation of conformity is too short to establish the constant effectiveness of measures and regulations, a certificate may be issued and/or maintained if the impact on the effectiveness of the entire system is only insignificant and an extraordinary additional evaluation of conformity (audit/verification) is performed.
10. Certificates shall remain the property of CIS and, unless limited or withdrawn pursuant to Section XIV, be returned to CIS by registered letter not later than six months after the end of the validity period. Certificates that were subject to limitation or withdrawal shall be returned immediately - see Section XIV (3).

XIII. RIGHTS AND OBLIGATIONS OF HOLDERS OF A CIS CERTIFICATE AND CERTIFICATION MARK

1. Holders of a CIS certificate may use the CIS certification mark (hereinafter "CIS Mark") subject to the terms and conditions described below. Any graphic modification thereof shall require the written consent given by CIS.
2. The right to use the CIS Mark may not be transferred to third parties.
3. Except in case of any limitation or withdrawal pursuant to Section XIV, the CIS Mark may be used, including for advertising purposes, up to six months after the CIS certificate has expired. Advertising featuring the CIS Mark and/or a CIS certification may not be misleading and shall clearly show whether it refers to a certified management of an organization or an organizational unit or to a certified service or a certified process. The CIS Mark may not be used in a manner which could be interpreted to designate product conformity. The CIS Mark may not be used on products, laboratory test reports, calibration certificates, inspection reports or a certificate issued by the ordering organization or a third party. General information on product packaging and in supporting information brochures of products in relation to a certified management system is permitted if the certified organization, the type of management system, the standard applied and the certification body are mentioned and if such information does not imply that a product, a process or a service has been certified. The precise wording of the certificate must be used to indicate its scope.
4. When using the CIS certificate and the CIS Mark, the holding organization undertakes to strictly comply with the rules of fair competition. The CIS certificate and the CIS Mark may not be used in any misleading or abusive manner.
5. Holders of a CIS certificate must immediately (within five work days) give written notice to CIS of any organizational change within the scope of the certificate, e.g. any reorganization, abandonment of existing and extension of new business activities, and any other material change of a certified management system. In case of any certification in respect of RZ basic infrastructure services, CIS shall also be informed of any structural changes in respect of the RZ basic infrastructure which might affect the designated classification.
6. Management systems must verifiably be further developed by taking systematic measures, such as internal audits and period assessments of the management system, within the periodicity applicable from time to time, currently twelve months, if the relevant standards (e.g. ISO 27001, ISO 20000, etc.) so require. As regards RZ basic infrastructure services, qualified experts must verifiably perform necessary maintenance services to the RZ basis infrastructure within reasonable intervals.
7. All third-party complaints concerning the certified management system, the certified service or the certified process shall immediately (within five work days) be reported to CIS in writing. Every complaint must be assessed and any necessary corrective action initiated. Any such complaint and action shall be disclosed without request in the course of the next onsite service by CIS, including, but not limited to, serious security incidents and any other material event concerning or affecting the certified management system, the certified service or the certified process.

XIV. WITHDRAWAL OF CIS CERTIFICATES AND CERTIFICATION MARKS

1. CIS may limit the certification scope or temporarily or permanently withdraw a certification with immediate effect if the requirements for maintaining a certificate described in Section XII and the requirements described in Section XIII are not satisfied. The same applies if the ordering organization does not satisfy its payment obligations pursuant to Section IV despite a reminder and a grace period of at least 14 days, if the ordering organization is liquidated or - to the extent permitted under applicable insolvency laws - if insolvency proceedings are initiated in respect of the ordering organization's assets or the initiation of such proceedings is rejected for lack of assets to cover costs.
2. Any limitation or withdrawal shall be communicated by CIS in writing, shall be published and shall be valid upon receipt of notice.
3. If any certification is limited or withdrawn, the ordering organization undertakes to immediately return to CIS any CIS certificates by registered letter, to cease any use of the CIS Mark and to ensure that any use of records referring to the certified status is abandoned.

In case of any violation of this provision, CIS may assert a penalty of € 30,000 for each violation, notwithstanding right to claim further damages.

XV. CODE OF CONDUCT

1. CIS imposed upon itself a strict code of conduct within the scope of corporate social responsibility (CSR). The code of conduct is intended to guide all employees and business partners of CIS in respect of morally, ethically and legally proper cooperation. The code of conduct is available at www.cis-cert.com/en.

XVI. FINAL PROVISIONS

1. Any amendment to and modification of these terms and conditions shall be made in writing.
2. If one or more terms hereof are invalid, this shall not affect the validity of the remaining terms hereof. The invalid term shall be replaced by a valid term which closest reflects the economic purpose of these General Terms and Conditions.
3. All disputes arising from or in connection with this contract shall exclusively be referred to the courts in the first district of Vienna [inner city].
4. The contract shall be governed by and construed in accordance with Austrian law, without giving effect to its conflict of law rules and the UN Sales Convention.