



Terms and Conditions of use for the FSC Online Claims Platform for Certificate Holders

Welcome to the Forest Stewardship Council Online Claims Platform (hereinafter '**OCP**'). This document lays out the **Terms and Conditions** for the use of the OCP. In order to use the OCP, you need to accept these Terms and Conditions.

These Terms and Conditions are entered into by you (hereinafter '**Authorized User**') and FSC Global Development GmbH, Charles-de-Gaulle-Str. 5, 53113 Bonn, Germany (hereinafter '**FSC**'). FSC and the Authorized User each are hereinafter also referred to as '**Party**' and collectively as '**Parties**'.

1. Introduction & Definitions

- 1.1.** Specific terms used in these Terms and Conditions are capitalized and shall have the meaning as defined in **Annex 1** attached hereto. Annex 1 is incorporated into and shall be a binding part of these Terms and Conditions.
- 1.2.** For the avoidance of doubt: The binding language of these Terms and Conditions shall be English. In the case that technical terms are used in German language these shall have the meaning under and shall be interpreted exclusively in accordance with German law. The English translation of such terms shall be for ease of reference only.
- 1.3.** Paragraph headings in this document are for convenience only and shall be of no effect for the purpose of interpreting the provisions of these Terms and Conditions.
- 1.4.** These General Terms and Conditions shall apply exclusively. Any potential other terms and conditions of the Authorized User that are opposing or differing from these Terms and Conditions shall be inapplicable to the business relationship between FSC and the Authorized User pertaining to OCP.

2. General Purpose of the OCP & Scope of Service provided by FSC

- 2.1.** In order to maintain an existing FSC certificate, the Certificate Holder is required to undergo annual surveillance audits to ensure continued compliance with the Certification Requirements. Such audits are currently carried out on site by a designated audit expert of Certificate Holder's Conformity Assessment Body. OCP is intended to improve and maintain both the accuracy and timeliness of the data that Certificate Holders are required



to provide to their Conformity Assessment Body in order to fulfill the Certification Requirements. OCP is a user portal enabling each Authorized User to share data relating to commercial transactions of FSC certified goods with the respective participant of the OCP with whom transactions took place. In addition, it allows and enables the Authorized User to provide read-only access to his/her/its respective Conformity Assessment Body and other Certificate Holders that wish to verify FSC claims associated with transactions involving FSC certified goods. The OCP collects and stores only such information that is required to adequately describe transactions between the trading partners.

- 2.2. FSC provides an online service to enable Authorized User to record FSC claims made when buying or selling FSC certified products. Authorized User may grant and revoke read-only access for his/her/its OCP account to his/her/its appointed Conformity Assessment Body for verification of Authorized User's compliance with the Certification Requirements.

3. Access to the OCP

- 3.1. Access to the OCP as Authorized User requires that a respective authorization by the legal representative of the Certificate Holder is in place, allowing the Authorized User to use the OCP on behalf of the Certificate Holder and in particular to declare consent as specified in Section 11.
- 3.2. In order to access the OCP the Authorized User is required to register with user name, password and email address. Authorized User may, at any time, change his/her/its email address and/or password at his/her/its own discretion.
- 3.3. In case of a multi-site certification, each sub-site of a Multi-Site Organization or member of a FSC certified Group will be assigned an individual account with a Site sub-code and each member of an FSC certified Group is required to accept these Terms and Conditions first before using OCP.
- 3.4. The Authorized User shall keep all access data and passwords confidential and shall prevent any unauthorized use by Third Parties.
- 3.5. The Authorized User shall inform FSC immediately of any actual or suspected misuse of his/her its access data. In serious cases of misuse, the OCP Technical Support Team may, in consultation with FSC, block Authorized User's access to the OCP until the circumstances leading to the misuse have been clarified. For the purpose of these Terms and Conditions, 'serious cases of misuse' shall be assumed, if a damage or harm can be reasonably expected should the misuse of Authorized User's access data continue without any intervention.



- 3.6. Blockage in the sense of Subsection 3.5. above shall be without prejudice to the right of each Authorized User to record such transactions on his/her/its own computer device for the duration of the blockage and thereafter upload it into his/her/its OCP account. Authorized User shall be liable for any damage resulting from the misuse of Authorized User's access data or any changes or loss of information arising out of such misuse, unless Authorized User is not culpable in regard to the misuse.
- 3.7. Authorized User shall be liable for any damage resulting from the misuse of Authorized User's access data or any changes or loss of information arising out of such misuse, unless Authorized User is not culpable in regard to the misuse.
- 3.8. Upon registration, all data with regards to the Certificate Holder's FSC certificate will be automatically transferred from the FSC owned platform info.fsc.org to the OCP. Authorized User shall review and confirm the accuracy of all information contained in his/her/its FSC Certificate as shown on the FSC information database at info.fsc.org. In case that any information contained therein has changed, Authorized User shall inform the OCP Technical Support Team thereof without undue delay. Thereupon, Authorized User's Conformity Assessment Body will be prompted to amend the wrongful information at info.fsc.org. The data contained in the OCP will then be aligned with the data at info.fsc.org.

4. Obligation of the Authorized User and Code of Conduct

- 4.1. Authorized User shall be solely responsible for providing all technical equipment necessary to access the OCP, including, but not limited to hardware, operating system, internet connection, and adequate and up-to-date browser system. FSC will specify on its website which browsers are supported and will update such information as may be necessary.
- 4.2. In case of technical changes and modifications to the OCP, FSC will inform the Authorized User in a timely manner thereof and of any adjustment necessary due to such changes or modifications, provided that such adjustments will remain within a scope that is reasonably acceptable for the Authorized User. Authorized User shall be solely responsible for making the necessary adjustments to his/her/its IT system.
- 4.3. Authorized User shall take all necessary steps to secure its systems, including, but not limited to, up-to-date protection programs preventing Virus, Trojan, Spam, Phishing and any other Malware attack. For the purpose of these Terms and Conditions "Malware" shall mean any software used to disrupt computer operations, gather sensitive information, or gain access to private computer systems.



- 4.4. Authorized User shall be solely responsible for the accuracy and correctness of all Data Records that he/she/it enters or approves to be entered by his/her/its trading partner into the OCP.
- 4.5. Authorized User warrants to FSC that he/she/it will not use the OCP for any purpose that is unlawful or prohibited by these Terms and Conditions or that is not in compliance with the Certification Requirements or further requirements as applicable. Authorized User shall abide by all applicable local, state, national or international laws and regulations and shall be solely responsible for all acts or omissions that occur under Authorized User's account or authority, including, but not limited to the data entered into the OCP, unless Authorized User is not culpable in regard to the relevant act or omission.
- 4.6. FSC reserves the right to monitor, review and/or retain at all times any activity deriving from Authorized User's account exclusively in order to ensure a well-functioning system and/or disclose any information insofar as necessary to abide by any applicable law or governmental regulation.
- 4.7. In case of service and/or technical issues, the OCP Technical Support Team shall have the right to access the Authorized User's OCP account to the extent this is necessary to respond to such service or technical issues. Authorized User can request assistance from the OCP User Support Team via tools provided within OCP. Where such requests are made, Authorized User grants temporary access to OCP User Support Team and OCP Technical Support Team solely to resolve the Authorized Users requests.

5. Intellectual Property Rights

- 5.1. Authorized User acknowledges that the OCP is a database software application which constitutes a database in the sense of Section 87a Para 1 of the German Copyright Act ('UrhG') and to which FSC insofar holds all intellectual property rights. Any related computer programs are protected under Section 69a et seq. UrhG, manuals and documentations are protected under Sect. 2 UrhG. Any Third Party rights to the protected works shall remain unaffected.
- 5.2. All trademarks, trade names, company logos, symbols and any other protected marks and/or works belong to their respective owners only, and no right, title or interest in or to any of the same is granted, transferred or assigned to the Authorized User. For the avoidance of doubt, all FSC logos, trademarks, trade names and copyright works as well as other data used in or in conjunction with or otherwise relating to the materials shall remain the sole property of the FSC AC.



6. Use of the OCP and Suspension of Rights

- 6.1.** Authorized User will be granted, in accordance with the provisions of the Trademark License Agreement and these Terms and Conditions, a non-exclusive, non-transferrable right, limited to the Term according to Section 7 of these Terms and Conditions, to use the services offered in the OCP for the purposes as described herein and in the Trademark License Agreement.
- 6.2.** The Authorized User's rights to use the OCP shall include, but are not limited to:
- 6.2.1. creating, editing and deleting relevant Data Records;
 - 6.2.2. reviewing, accepting or rejecting Data Records created by other Authorized Users that reference the Authorized User in the transaction;
 - 6.2.3. allowing and rejecting read-access rights to Third Parties, e.g. Conformity Assessment Bodies, to review relevant Data Records for the verification of Authorized User's compliance with the FSC Requirements.
- 6.3.** Further functionalities of the OCP as well as further rights and obligations of the Authorized User are in detail subject to the Certification Requirements.
- 6.4.** All Data Records shall be stored in the OCP for a maximum of five (5) years from the time of creation or the time the data was altered. Data Records can be deleted manually at any time by the Authorized User at his/her/its own discretion. Notwithstanding the foresaid, when a Data Record has been shared with the trading partner, such Data Record will be "marked for deletion" in both parties' OCP accounts and the respective trading partner will receive an automated notification. In such cases, Data Records marked for deletion in the trading partner's account will be permanently removed by FSC once the trading partner's annual audit process has been successfully completed.
- 6.5.** FSC shall have the right to suspend Authorized User's OCP account only for important reasons, in particular if the Authorized User does not comply with the provisions of the Trademark License Agreement, the Certification Requirements or the provisions as stipulated in these Terms and Conditions. In the event that Authorized User becomes aware of a potential reason for suspension of another Authorized User's account according to these Terms and Conditions, he/she/it shall immediately inform FSC and/or the Conformity Assessment Body (if applicable) and/or ASI (if applicable) thereof.
- 6.6.** Should Authorized User's rights to use the FSC trademarks arising out of the Trademark License Agreement be suspended in accordance with the terms included therein, then Authorized User's rights of use described above shall be arrested accordingly. The OCP contains validation rules which ensure that a Data Record about FSC claims is within the



scope of the suppliers FSC certificate. If the FSC certificate is suspended, then no Data Records about FSC claims shall validate successfully.

7. Effective Date, Term and Termination

- 7.1. These Terms and Conditions shall come into effect on the date on which the Authorized User accepts the Terms and Conditions and be of unlimited duration unless terminated in accordance with Section 7 ('Term').
- 7.2. Each Party may terminate these Terms and Conditions and thereby the participation in the OCP by giving due notice in writing to the other Party three (3) months prior to the termination date.
- 7.3. These Terms and Conditions and thereby the participation in the OCP shall be terminated ipso facto without the need of giving an additional notice in case Authorized User's FSC certification will be withdrawn by his/her/its Conformity Assessment Body and/or the Trademark License Agreement will be terminated by FSC.
- 7.4. Each Party may terminate these Terms and Conditions and thereby the participation in the OCP immediately at any time for an important reason by providing written notice to the other Party. An important reason may especially be assumed if the other Party has breached a material provision of this Agreement, in particular, in case of the breach having a material adverse effect on the other Party or on the FSC Certification Scheme and, provided that the breach is curable, did not cure the breach within a reasonable cure period set by the non-breaching Party;
- 7.5. The termination, however caused, shall not affect the rights, obligations or liabilities of the Parties that have accrued prior to the date of termination.
- 7.6. It is understood that Authorized User may, at any time, delete his profile on the OCP. Subject to Section 6.4. above, the account and any data - such as, without limitation, Data Records - linked thereto will be removed automatically from the OCP.

8. Defects, Interruptions and other Malfunctions

- 8.1. The Authorized User shall inform FSC via the tools available through OCP without undue delay of any defects, malfunctions or damage in and to the OCP.
- 8.2. In case of defects, malfunctions, interruptions and/or other damages (hereinafter 'Defect'), FSC will use all reasonable efforts to remedy the problem within a reasonable



period of time. FSC's remedy obligation for any such Defect extends only to the OCP and its internet access point and shall not extend to the data transmission lines beyond that point or the Authorized User's system.

9. Liability

- 9.1.** Any statement made by FSC with regards to the OCP in informational materials, on websites, and in other documents shall not trigger a strict liability ('verschuldensunabhängige Haftung') but shall serve only as a general description of the OCP and such description shall not constitute a guarantee ('Garantie') or a warranty ('Zusicherung von Eigenschaften') of a characteristic feature, unless explicitly stated therein.
- 9.2.** FSC shall only be liable for damages and/or disadvantages, property damages or financial losses arising out of acts or omissions of its directors, officers, employees or subcontracting parties which are caused by intent or gross negligence. This limitation shall neither apply to liabilities for death and/or personal injuries nor for any infringement of cardinal obligations. In the event of a slightly negligent breach of a cardinal obligation (i.e. an obligation to fulfill a provision which is indispensable for the execution of these Terms and Conditions and on which an Authorized User normally relies, whereby not fulfilling it would endanger the purpose that the parties intend to achieve through these Terms and Conditions), FSC's liability shall be limited to such damages as typically foreseeable at the time of the Authorized User's acceptance of these Terms and Conditions.
- 9.3.** Authorized User agrees to indemnify and hold harmless FSC and its directors, officers, employees, agents and subcontracting parties for any financial losses, claims, property damage, personal injuries and expenses, including attorney fees, made against or incurred by Third Parties arising out of any culpable act or omission of the Authorized User, of his/her/its employees, agents or of his/her/its subcontractors.

10. Confidentiality

Each Authorized User shall maintain confidentiality with regard to any information pertaining to another participant of the OCP from whom he/she/it receives Data Records about a transaction conducted between each other.



11. Law and Jurisdiction

- 11.1.** These Terms and Conditions are exclusively subject to German law. All disputes arising in relation to these Terms and Conditions or their validity shall be finally settled according to the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the German Institution of Arbitration e.V. (www.dis-arb.de) without recourse to the ordinary courts of law.
- 11.2.** The place of arbitration shall be Cologne, Germany. The arbitration tribunal shall consist of three (3) arbitrators. The substantive law of Germany shall be applicable to the dispute. The language of the arbitration proceedings shall be English.
- 11.3.** The UN Convention on International Sale of Goods shall not apply.

12. Miscellaneous

- 12.1.** These Terms and Conditions constitute the entire understanding between the Parties relating to the subject matter hereof. They supersede and replace all potential previous negotiations, representations or understandings between the Parties relating to the subject matter hereof. The burden of proof shall be borne by the Party referring to an oral agreement superseding this Agreement.
- 12.2.** FSC shall be entitled, but not obligated, to make modifications to these Terms and Conditions at any time provided that such modifications are necessary in order to correct a disturbance of equilibrium, unintended omissions, to execute changes of law or case law, or in other cases where changes will be reasonably expected. In such a case, FSC shall notify the Authorized User thereof in writing by sending an automated email in a timely manner prior to such changes and allowing the Authorized User to object to the changes within four (4) weeks. If the Authorized User does not object within this time, the new Terms and Conditions shall be deemed accepted by the Authorized User provided that FSC has notified the Authorized User about this consequence of not objecting to the changes in the automated e-mail notification of the change.
- 12.3.** Should any provision of these Terms and Conditions, or any provision incorporated into these Terms and Conditions in the future, be or become invalid or unenforceable, or should these Terms and Conditions contain an omission, the validity or enforceability of the other provisions of this Terms and Conditions shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. In case of an omission a suitable and equitable provision shall be deemed to have been agreed



upon which reflects what the Parties, in the light of the economic intent and purpose of this Agreement, would have agreed upon if they had considered the matter.

13. Processing of Personal Data and Direct Marketing

13.1. Authorized User hereby agrees that FSC may publish the company name and address, the assigned license and certificate number, as well as the status of the license on the OCP and the FSC Database to ensure full transparency and authenticity and in order to have equal and correct information on both platforms.

Authorized User agrees that in case of updates with regards to the company name and address, the assigned license and certificate number, as well as the status of the license in the FSC Database, FSC may update the OCP as well.

13.2. Authorized User hereby agrees that FSC may transfer Authorized User's name, address, telephone number, fax number and e-mail address ('Contact Information') as well as further details with regard to Authorized User's certificate to members of the FSC Network for the purpose of improving the FSC Certification Scheme and thereby preventing misuse of the FSC trademarks but also in order to improve the verifiability of certified products. The overall goal and purpose is to assist FSC AC's mission to promote responsible management of the world's forests.

Authorized User consents that his/her/its Contact Information may be transferred for the purposes as set out above to members of the FSC Network which are also located outside the European Union. Notwithstanding the foresaid, Data Records shall be explicitly excluded of such transfer.

13.3. Authorized User hereby agrees that FSC as well as the FSC Network may process and use Authorized User's Contact Information for direct marketing purposes, i.e. to promote the FSC Certification Scheme and supporting FSC AC's mission to promote responsible management of the world's forests.

Authorized User consents that such Contact Information may also be processed and used by members of the FSC Network located outside the European Union. Notwithstanding the foresaid, Data Records shall be explicitly excluded of such transfer.

13.4. Authorized User may withdraw his/her/its consent regarding the processing of its data under this Section 13 at any time by sending an email to privacy@fsc.org. Further information related to the processing of personal data in the OCP can be found on the OCP website ocp.fsc.org. FSC's 'Privacy Policy' is available [here](#).



14. Company and Contact Details:

Contractual partner and owner of OCP:

FSC Global Development GmbH
Charles-de-Gaulle-Str. 5, 53113 Bonn, Germany
Managing Director: Kim Bering Becker Carstensen
Commercial Register: HRB Bonn 15990
German VAT-No.: 258067376
Phone: 0049 (0) 228 36766-0
Fax: 0049 (0) 228 36766-65
E-mail: fsc@fsc.org



Annex: Definitions

'ASI' stands for the Accreditation Services International GmbH, a company with limited liability constituted according to German Law: Bonn HRB 13790, with registered office at Friedrich-Ebert-Allee 65, 53113 Bonn, Germany. ASI is wholly owned by FSC AC.

'Authorized User' means an individual or company that has registered for the Online Claims Platform and has been authorized by the legal representative of the respective Certificate Holder for the use of the OCP and in particular to declare consent.

'Certification Requirements' contain the following requirements: (a) FSC certification requirements, i.e. documents (e.g. certification policies, standards, guidance documents, advice notes and any other documentation) in relation to the FSC Certification Scheme; and (b) FSC institutional documents, i.e. governance documents (e.g. statutes, by-laws, dispute resolution system and any other documentation) in relation to the FSC Certification Scheme, required for operating the FSC Certification System in its most recent version.

'Chain of Custody' or 'CoC' is the channel through which products are distributed from their origin in the forest to their end-use.

'Certificate Holder' stands for a company or a group of companies certified by an FSC accredited Conformity Assessment Body confirming that the products they are processing adhere to the rules set forth in the FSC Certification Scheme.

'Conformity Assessment Body' stands for a company which is appointed by FSC to undertake FSC certification audits of applicants for the FSC Certification Scheme and to survey certified Forest Management Enterprises and Forest Product Enterprises against the Certification Requirements.

'Data Records' shall only contain information required to adequately describe a transaction directly between the trading parties. This may include (a) name, (b) address and (c) relevant FSC identification numbers of the parties to the transaction. Furthermore, (d) the date of transaction and (e) the mass, volumetric quantity or item count of relevant product is recorded. In addition, for each transaction, the OCP also records (f) the official FSC claim type (such as FSC 100%, FSC Mix, FSC Mixed Credit, or FSC Recycled) and (g) a description of the product (any alphanumeric characters the user chooses to enter). The OCP provides (h) a further optional field to record the FSC product type (chosen from the official FSC product classification). Two additional data fields are used to record species and country of harvest where a transaction originates from a Forest Management Enterprise or from a Certificate Holder whose certificated scope includes a controlled wood risk assessment. Except as enlisted above, Data Records shall contain no other personally identifiable information about individuals or groups of individuals.



'Forest Management Enterprise' stands for an organization engaged in and having control over any and all forest management in a given area of forest.

'Forest Product Enterprise' is an organization taking directly or indirectly possession of timber products for the purpose of trading, processing, manufacturing, storing, brokering, retailing or otherwise handling.

'FSC' stands for the FSC Global Development GmbH, a company with limited liability, constituted according to German Law: Bonn HRB 15990, with registered office in Charles-de-Gaulle Str. 5, 53113 Bonn, Germany. FSC is wholly owned by FSC AC.

'FSC AC' stands for the Forest Stewardship Council, Asociación Civil, with its registered office at Calle Margarita Maza de Juárez # 422, Col. Centro, 68000 Oaxaca, Mexico. It is an international not-for-profit membership organization established to promote responsible management of the world's forests and the parent organization of the FSC Group.

'FSC Certification Scheme' has been developed to enable independent third-party certification of environmentally responsible, socially beneficial and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from well-managed forests. It contains the accreditation and license business.

'FSC certified Group' refers to two or more independent enterprises that form a group which is managed by one elected group manager and which is acting under one group certificate as per FSC standard FSC-STD-40-003.

'FSC Database' is a computer based system containing data about the FSC Certification Scheme (e.g. Certificate Holders, FSC Licensees, etc.), accessible at info.fsc.org for transparency reasons.

'FSC Group' stands for FSC AC and all of its subsidiaries, currently FSC, FSC IC and ASI.

'FSC IC' stands for the FSC International Center GmbH, a not-for-profit company with limited liability, constituted according to German Law: Bonn HRB 12589, with registered office in Charles-de-Gaulle Str. 5, 53113 Bonn, Germany. FSC IC is wholly owned by FSC AC.

'FSC National Office' stands for legally established and independent FSC partner organizations promoting responsible management of the world's forests on a national level.



‘FSC National Representative’ means an individual in a specific country partnering with FSC to promote responsible management of the world’s forests on a national level.

‘FSC Network’ stands for FSC AC and all of its subsidiaries and global partners (National Offices and National Representatives) which/who are promoting responsible management of the world’s forest on a local basis as legally independent entities (corporations and individuals) and which/who are engaged by and acting under a concrete contractual relationship and confidentiality agreement with FSC AC and/or one of its further subsidiaries. A regularly updated list of all network partners worldwide is accessible here: <https://ic.fsc.org/fsc-worldwide.541.htm>.

‘FSC Requirements’ means documents (e.g. policies, standards, guidance documents, advice notes and any other similar documentation) in relation to the FSC Certification Scheme as developed by the FSC Policies and Standard Program required for operating the FSC Certification Scheme in its most recent version.

‘Licensee’ means a party licensed through a Trademark License Agreement to use the protected FSC Trademarks.

‘Multi-Site Organization’ means an organization that has an identified central office and a network of at least two Sites. Products from these Sites or from identified sets of Sites covered by a multi-site certificate must be substantially of the same kind, and must be produced or handled according to fundamentally the same methods and procedures.

‘OCP Technical Support’ means services through which FSC is providing assistance to Authorized Users regarding the technical issues related to the OCP.

‘OCP Technical Support Team’ refers to FSC’s OCP Technical Support staff.

‘OCP User Support Team’ refers to FSC’s team of support and training specialists, who are first responders to Authorized User’s requests for help.

‘Personal Data’ shall mean any information concerning the personal or material circumstances of an identified or identifiable natural person (Section 3 German Federal Data Protection Act (BDSG))

‘Site’ means a single functional unit of an organization or a combination of units situated at one locality, which is geographically distinct from other units of the same organization or the associated network.

‘Third Parties’ refers to parties (i.e. individuals, organizations, corporations or groups of individuals) which are not party to this agreement.



'Trademark License Agreement' shall mean the trademark license agreement for the FSC Certification Scheme entered into by Authorized User and FSC licensing the use of the protected FSC Trademarks.