



Terms and Conditions for the FSC Online Claims Platform

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. If you continue to browse and use this database website you are agreeing to comply with and be bound by the following provisions.

These Terms and Conditions are entered into by you and FSC Global Development GmbH, Charles-de-Gaulle-Str. 5, 53113 Bonn, Germany ('FSC GD'). Throughout this document, FSC GD and the Authorized User each are '**Party**' and collectively '**Parties**'.

1. Definitions

- 1.1 For the purpose of these Terms and Conditions, specific terms and abbreviations are used which shall have a certain and defined meaning. They are enlisted in **Annex 1** to these Terms and Conditions.
- 1.2 For the avoidance of doubt: The binding language of this Agreement 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.

2. Purpose & General Scope

- 2.1 OCP is intended to improve and maintain both the accuracy and timeliness of the data that Certificate Holders need with regards to the Certification Requirements. It follows no other purpose than described herein. OCP is a secure, "cloud-based" software application that enables each Authorized User to share data relating to transactions of FSC certified goods with other participants of the OCP, in particular only with those with whom transactions took place. Thus, it only collects and stores information required to adequately describe a transaction between the trading parties. OCP has been developed by Historic Futures on behalf of FSC GD. It will allow Conformity Assessment Bodies and Certificate Holders to verify FSC claims associated with



transactions involving FSC certified goods. In contrast, FSC itself will not separately store any such information entered into the OCP ('Data Records') and will also not track and verify or analyze these Data Records in any way. The Authorized User will remain the sole and responsible owner of all data it will enter into OCP.

- 2.2 These General Terms and Conditions shall apply to the business relationship related to the OCP. No potentially existing terms and conditions from the Authorized User shall apply.

3. Access to the OCP database

- 3.1 Access to the OCP will be controlled by user name and password. Authorization to use OCP on behalf of an FSC Certificate Holder is granted by one of the contacts listed on the FSC certificate defined at info.fsc.org. In case of a multi-site certification, each sub-Site of a Multi-Site Organization will be assigned an individual account by the multi-site manager. The multi-site manager will have administration rights to all sub-sites accounts that fall within their certificate.
- 3.2 The Authorized User shall keep all access data and passwords confidential and shall prevent any unauthorized use by Third Parties.
- 3.3 The Authorized User shall inform FSC immediately of any actual or suspected misuse of 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. Such blockage shall be without prejudice to the right of each Authorized User to record such transactions on its own computer device for the duration of the blockage and thereafter upload it into its OCP account.
- 3.4 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.

4. Cooperation Obligation 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 its IT system
- 4.3 Authorized User shall take the 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.
- 4.4 Authorized User warrants to FSC that 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.
- 4.5 Authorized User shall be solely liable for the accuracy of the data entered into the OCP.
- 4.6 FSC reserves the right to authorize Historic Futures 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 of any information insofar as necessary to abide by any applicable law, regulation, legal process, threatened legal action or official governmental request.
- 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. Scope of Services, Modifications

- 5.1 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 to their OCP account for their appointed Conformity Assessment Body for verification of Authorized User's compliance with the Certification Requirements.



Notwithstanding the above, for a correct auditing process, Authorized User agrees to provide such access to its Conformity Assessment Body during any authorized audits.

- 5.2 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.
- 5.3 FSC will use reasonable efforts to continuously adjust the OCP to the changing requirements. In this regard, FSC reserves the right to adjust the system according to the technological state of art and to make improvements to the system within the scope and to the extent this is reasonably acceptable for the Authorized Users. Furthermore, FSC reserves the right to modify the user interface, provided such modifications are necessary to remedy errors and/or to expand the system and/or to adhere with the optimized technological programming.
- 5.4 The services are provided free of charge.

6. Intellectual Property Rights

- 6.1 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 that FSC holds all intellectual property rights on. 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.
- 6.2 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.



7. Rights of Use, Data Ownership and Suspension of Rights

- 7.1 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 8 of these Terms and Conditions, to use the services offered in the OCP for the purposes as described herein and in the License Agreement.
- 7.2 The Authorized User's rights to use the OCP shall include, but are not limited to:
- 7.2.1 creating, editing and deleting relevant Data Records;
 - 7.2.2 reviewing, accepting or rejecting records created by other Authorized Users that reference the Authorized User in the transaction;
 - 7.2.3 allowing or afterwards rejecting read-access rights to third parties, e.g. Conformity Assessment Bodies, to review relevant transaction data for the verification of Authorized User's compliance with the FSC Requirements;
- 7.3 Further functionality of the OCP as well as further rights and obligations of the Authorized User are in detail subject to the Certification Requirements.
- 7.4 All Data Records held in the OCP shall belong exclusively to the Authorized User who recorded it (ownership).
- 7.5 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. The Data Records can be deleted manually at any time by the Authorized User at his own discretion. Notwithstanding the above, when a record has been shared with a counterpart, it will be "marked for deletion" in both parties' OCP accounts and the respective counterpart will be notified accordingly. Deletion will be possible following annual audit procedures.
- 7.6 FSC shall have the right to suspend an Authorized User's OCP account in accordance with the provision of the License Agreement. In the event that Authorized User learns of a potential reason for suspension of another Authorized User, he shall immediately inform FSC and/or the Conformity Assessment Body (if applicable) and/or ASI (if applicable) thereof.
- 7.7 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 that ensure 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.

8. Effective Date, Term and Termination

- 8.1 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 8.
- 8.2 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.
- 8.3 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 revoked by its Conformity Assessment Body and the Trademark License Agreement will be terminated by FSC GD.
- 8.4 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:
 - 8.4.1 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;
 - 8.4.2 in case of bankruptcy, insolvency, liquidation, receivership, dissolution or winding-up of the other Party.
- 8.5 The termination, however caused, shall not affect the rights, obligations or liabilities of the Parties that have accrued prior to the date of termination.



9. Defects, Interruptions and other Malfunctions

- 9.1 The Authorized User shall inform FSC via the tools available through OCP without undue delay of any defects, malfunctions or damages in and to the OCP.
- 9.2 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.

10. Liability

- 10.1 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 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.
- 10.2 Authorized User agrees to indemnify and hold harmless FSC and its directors, officers, employees or 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 its employees or of its subcontractors.

11. Confidentiality, Data Privacy, Processing of Data, Direct Marketing

- 11.1 Each Authorized User shall maintain confidentiality with regard to any information pertaining to another participant of the OCP from whom he receives Data Records about a transaction conducted between each other.
- 11.2 FSC respects and protects the privacy of the Authorized User and warrants not to share, sell, rent or anyhow disclose Authorized User's personal information or Data Records to any Third Party, unless it is required by law or order of a court of competent jurisdiction



- or government department or if it is explicitly authorized by the respective Authorized User.
- 11.3 FSC GD confirms to be bound to European and German data protection regulations and it warrants that Authorized User's personal information and its Data Records will not be used for other purposes than described herein.
- 11.4 Authorized User hereby authorizes FSC to publish the company name and address, the assigned license and certificate numbers and the status of the license on the OCP and FSC Database to ensure full transparency and authenticity and in order to have equal and correct information on both platforms.
- 11.5. Authorized User hereby agrees that FSC GD may collect, process and use data in machine-readable form within the scope and for the purpose of the fulfillment and marketing of FSC Certification Scheme (e.g. for statistics, system performance etc.).
- 11.6. Authorized User hereby agrees that FSC may transfer the name, address and further contact details (telephone number, e-mail address) as well as further details with regard to Authorized User's certificate to the FSC Network for improving the FSC Certification Scheme and to assist FSC AC's mission to promote responsible management of the world's forest. Authorized User consents that its personal data may be transferred for the purposes as set out above to the FSC Network which are located outside the European Union.**
- 11.7. **Historic Futures will carry out the duties of IT development, maintenance (including OCP Technical Support) and data processing on behalf of FSC GD. Authorized User hereby authorizes FSC GD to share with Historic Futures all necessary business and personal data to maintain the OCP and to ensure its functionality.**
- 11.8. **Authorized User hereby agrees that FSC as well as the FSC Network may process and use the name and address as well as contact details like e-mail address, telephone and fax number 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 may object to this use of the contact data at any time by sending an e-mail to privacy@fsc.org.**

12. Law and Jurisdiction

- 12.1 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.

- 12.2 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.
- 12.3 The UN Convention on International Sale of Goods shall not apply.

13. Miscellaneous

- 13.1 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.
- 13.2 FSC shall be entitled, but not obligated, to make modifications to these Terms and Conditions at any time and at its own discretion. 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.
- 13.3 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.



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 3676 60
Fax: 0049 (0) 228 367 66-65
E-mail: info@fsc.org

IT development, maintenance and processor of data on behalf of FSC:

Historic Futures Ltd.
Blenheim Palace Saw Mills, Swan Lane, Combe, Oxfordshire, OX29 8ET, United Kingdom
represented by the Chief Executive Officer, Mr. Tim Wilson
Companies House UK: 04693909
Phone: +44 (0)1993 886 420
Fax: +44 (0)1993 886 421
E-mail: info@historicfutures.com

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, such as but not limited to FSC Certificate Holders.

'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.

'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.

'Data Records' shall not contain personally-identifiable information about individuals or groups of individuals. OCP will only collect and store 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 (e) the official FSC claim type (one of either FSC 100%, FSC Mix, FSC Mixed Credit, or FSC Recycled) and (f) a description of the product (any alphanumeric characters the user chooses to enter). The OCP provides (g) 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.

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

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

'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 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.

'Historic Futures' stands for the Historic Futures Limited., Unit 2c Carpenters' Workshop, Blenheim Palace Sawmills, Swan Lane, Combe, Oxfordshire, OX29 8ET, United Kingdom, registered at the Companies House UK under the registration number 04693909. Historic Future is a provider of computer facilities management services and has been engaged by FSC GD for the development and maintenance of the OCP, as well as for processing relevant data for the functionality of the OCP.

'Licensee' means a party licensed through a 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 GD is providing assistance to Authorized Users regarding the technical issues related to the OCP.

'OCP Technical Support Team' refers to Historic Future'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 Federal Data Protection Act)

'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 concluded between Authorized User and FSC licensing the use of the protected FSC Trademarks.