

e.com-CERT Ltd.

General business conditions and certification rules



Area of validity

Current regulation details the general business and certification conditions of *e.com-CERT Ltd.* which is deemed obligatory to itself, and handled as contractual agreement towards its partners.

The regulation covers the independent inspection of management systems of our clients' by a third party, carried out as part of a commission.

Service coverage

The mutually accepted and coordinated commission contract is the only guideline for the coverage of the service.

If a commission contract is not present, a written commission by the client and a confirmation from *e.com-CERT Ltd.* is the guideline.

Compliance per contract is deemed fulfilled if –in case of absence of deviating directive as part of a written agreement- if it's realized by keeping in mind all the mutually recognized technical rules, valid regulations at the time of completion of the commission, and all other standards, directives and policies.

Contractor is not an authority, it doesn't provide services of authorities.

Cooperation

Entrusting guarantees to carry out all activities necessary for fulfillment or makes it carried out without charging anything as well as provides all necessary documentation, information, communication lines, and utility material and utility sources.

The cooperation of the entrusting has to comply with the valid legal regulations, standards, security measures, and safety prescriptions.

The entrusting is obliged to take all extra costs resulted due to overdue, incomplete, or incorrect data provision or inappropriate cooperation.

In such cases *e.com-CERT Ltd.* has the right to levy all resulting extra costs post factum, even in case of fixed or maximized cost agreement.

Client must accept if the National Accreditation Authority wants to hold a witness audit at the Client's sites. Client must not be charged extra fee for the witness audit.

Proposal

e.com-CERT Ltd.'s offer regarding extension, price and due date is valid for three months after proposal giveaway. In case it gets accepted outside this time frame, *e.com-CERT Ltd.* has the right –while notifying the client in a written form- to modify the offer.

Commission contract is deemed valid from the point the client sent back a copy of the offer proposal with a signature. Upon client request, contracting parties may paragraph each pages of the contract.

Due dates and inputs fixed in the contract are determined by previous estimations that are based on data provided by the client. In case the client provides data that doesn't match reality, or they accept the offer over time, furthermore if the conditions regarding fulfillment date significantly change after the date of contracting, *e.com-CERT Ltd.* has the right to adjust their prices according to the actual efforts and unit prices given in the current price list.

Due dates

The client gives in a proposal to the due dates of services in advance, that is later being corrected with the lead auditor appointed by *e.com-CERT Ltd.* In case there is an overdue completion due to the attitude of the client, they have to take full responsibility. If it's the other way around, and *e.com-CERT Ltd.* is responsible for the delay, the client has the right to charge *e.com-CERT Ltd.* with penalty fee. The amount of this penalty is based on the commission contract guidelines.

Compliance recognition

In case if *e.com-CERT Ltd.* deems it necessary, they can hand over certain already closed segments of the commission to the client for approval as partial fulfillment. If the client approves the completion, they are obliged to immediately sign the „completion verification” by an appointed representative. In case the client doesn't approve the completion, they have to send their objections and reasons within 14 calendar days in a written form. In case there isn't a written objection, the trustee may consider the completion as „fulfilled” after 30 calendar days. Otherwise in case of written objection, the parties strive to a mutual agreement.

Pay-off and payment conditions

Performance pay-off is based on the prices fixed in the commission contract. If payment isn't clarified in a written form, pay-off at the time of completion –keeping in mind the actual inputs verified by the client- is based on *e.com-CERT Ltd.*'s currently valid price list that is being determined time-to time considering its expenses.

In the lack of contradictory instruction of the commission contract, pay-offs happen based on invoices. Counting against the price highlighted on the invoice may only happen, if there is a written agreement about it.

Fees are not subject of reimbursement.

e.com-CERT Ltd. sells off for any extra work or for those that are not part of the commission agreement but occurred unforeseen during the process, or furthermore for audits that are necessary

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Tax No. HU12607013
Reg.No. 01-09-694672

Regulation Sz 01
Version: 9.
Date of issuing: 01.10, 2020.

Pages: 1./ 5.

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to repeat due to the inappropriate operation of the investigated management system.

This includes expenses -along with others- resulting from the administration of the tasks below:

- to repeat any part of the audit program due to non-compliance to certification requirements;
- as a result of extra work due to certification suspension, withdrawal, or/and reinstating;
- in case of repeating the audit process due to changes occurred in the management system.

In case the specific offers do not instruct otherwise, calculated fees do not cover actual travel costs and accommodation costs that are going to be invoiced as extra expenses.

All fees and extra expenses have to be charged with VAT.

In cases when the certification fee doesn't arrive in time (due date is included in the invoice), granted certification gets suspended and official notification is being sent. Time-proportional fee has to be paid for suspended and withdrawn certifications as long as they aren't sent back to *e.com-CERT Ltd.*

Copyright issues

All author and co-author rights that are derived from any of the documents prepared by *e.com-CERT Ltd.* remains the sole property of *e.com-CERT Ltd.* The entrusting may use the documents to purposes that are part of the commission deal.

Impartiality and privacy obligations

e.com-CERT Ltd. strives to continuously adhere to its privacy obligation in case of all secret information that are acquired by its employees during interaction with the client.

All employees of *e.com-CERT Ltd.* and the organization itself is obliged to privacy regarding all information acquired during a commission. *e.com-CERT Ltd.* may prepare a copy about documents that are necessary to fulfill the commission in a reasonable extent for its own archive. Moreover personal related data may be kept and process for own purposes if strictly adhering to related data safety laws.

Firm expectation towards auditors and experts appointed by *e.com-CERT Ltd.* to carry out their duties completely impartial, objectively, free of prejudices and bias. Not a single member of the audit team can be in an interest relation with the audited company.

Certification order

During the certification procedure, parties must adhere to the instructions of the certification regulation.

e.com-CERT Ltd. takes responsibility to all activities that are related to the certification of the client's management system.

Determination of the areas of validity regarding their management system and their needs from *e.com-CERT Ltd.* is the competency of the certification applicant.

System certification

Subject of the audit is the management system of the applicant, from the perspective of the compliance of the requirements of the related international standards, directives/policies.

Inspection may be started by *e.com-CERT Ltd.* after the client handed over the system regulating documentation.

Client's own consultants may be present during audits but their role cannot exceed observation.

In case of different instruction from the client *e.com-CERT Ltd.* does all that is reasonably possible to conduct the entire investigation within 6 weeks after receiving the system regulation documentation from the client.

Client's responsibility to provide all information that is deemed necessary by *e.com-CERT Ltd.* to carry out the certification program.

Following the given audit, if the appointed audit group found the system's operation to be appropriate *e.com-CERT Ltd.* sends a notification to the client and prepares the certification. In case the audited management system fails the requirements, they have the opportunity to correct their errors and verify the success of the corrective actions in order to comply all requirements within the given time frame. *e.com-CERT Ltd.* checks the corrective actions – for extra fee – and decides if the system fulfills the conditions for granting the certification.

Certified systems are being checked at a given frequency by *e.com-CERT Ltd.* and maintains the right to withdraw any certifications that they deem to have lost validity.

Annual system review is mandatory, but further checks are possible upon client request in a written form, or there is a complaint or appeal makes it necessary. The first surveillance audit must be closed in a year from the day of the certification decision of the initial audit.

Certifications are valid from the day the Certification Manager approves it, with a condition that further monitoring checks on site do not reveal any negative changes from the perspective of the related system management.

Certification remains valid depending on the continuously appropriate operation of the management system and complies to all regulating documents.

Certifications are valid for 3 years. Within this period the management system has to be repeatedly and fully inspected so that the next 3 year cycle may begin.

Certifications are the property of *e.com-CERT Ltd.* therefore the client has to send it back whenever it's justifiable.

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All clients with a certified system are required to register all complaints that are in relation with the certified area.

Certification extension

Whenever an organization would like to expand their certification to further procedures and services, they have to send their request in a written form for *e.com*-CERT Ltd.

Following that, the certification body conducts the extension audit with special attention to the new areas.

Cost calculation of the certification extension is based on the audit input requirements.

Publishing certified status

Valid certification and the paying of the extra fee gives the right to the client to use *e.com*-CERT Ltd. certification trademark. Usage of the trademark is under strict control and depends on the ownage of a valid certification. Conditions determining the application of the trademark are being handed over to the client at the same time with the certification.

Certified organizations have the right to publish the fact that some of their specific procedures and services have been inspected and found appropriate by *e.com*-CERT Ltd. Furthermore they have the right to highlight the certification trademark for services that the certification relates to. For the usage of the trademark, an independent contract has to be signed.

Certified organizations always have to be cautious in order to secure that their certified and non-certified services and procedures are not mixed up for example in advertisement materials.

Certified organizations cannot claim or state anything that serves as a basis for their clients to make the conclusion that some of their procedures, services, products fall under certified status against reality, thus misleading them.

e.com-CERT Ltd. has a publicly available registry about certified organizations.

Unintended use of the certification

e.com-CERT Ltd. does all reasonable safety precautions to control the intended usage of their certifications.

Any inappropriate references to certifications, or their misleading usage will be handled accordingly including court cases and publicizing the violation of the regulation.

If *e.com*-CERT Ltd. gets notified about an unintended use of a certification, they conduct an investigation.

In case there is a violation revealed, the certification owner must pay-off the costs of the investigation. *e.com*-CERT Ltd. assesses the extent of the violation and determines a method for correction.

The identity of the source who provided the information about the unintended use of the certification, and the trademark remains secret.

Certification suspension

A certification related to a specific service, or procedure may be suspended in the following cases:

- if the audit leader reveals any deviations during a monitoring audit that makes the certification to be suspended based on the audit conclusion, and the certification body approves it ,
- if the monitoring audit hasn't completed within the time determined in the contract, or couldn't be validly closed,
- in case the investigation result of a complaint is adverse to the client,
- in case of inappropriate reference to the certification or exploitation of the certified status.

During the period of suspension the client can no longer indicate any procedure or service as certified for which the certified status have been suspended.

e.com-CERT Ltd. notifies the client about the suspension of the certification and points out the conditions that need to be fulfilled in order to reinstate the certification.

At the end of the suspension period an extra audit has to be conducted to determine if the reasons that lead to the suspension have been eliminated or not. If all conditions are met, suspension has to be ceased and client has to be informed about the reinstatement of the certification.

If conditions aren't met, the usage right for the trademark and the certified status gets withdrawn permanently.

e.com-CERT Ltd. invoices all extra costs related to the suspension and reinstatement of the certification to the client.

Certification withdrawal, certification expiry

Withdrawal of a certification may take effect if:

- if a review reveals any significant deviations from the requirements in the system operation,
- if the client doesn't pay-off in a timely manner;
- if the client fails to take successful corrective activities during the suspension period;
- any action by the client that jeopardizes *e.com*-CERT Ltd.'s good reputation;
- if the client starts an activity during the certified status that devaluates the professional or ethical standard of the certification or seriously violates a law.

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In the aforementioned cases *e.com*-CERT Ltd. has the right to withdraw the certification while notifying the client.

Client has the right to appeal against this decision.

Certifications may expire in the following cases:

- if the client no longer wishes to maintain the certified status of its system;
- if the certified services or products are no longer on the market or the client wishes to cease all commercial activities.

In cases like these, already paid fees aren't going to be refunded.

Appeals

Certification applicant organizations, already certified organizations, their clients or partners may hand in an appeal towards *e.com*-CERT Ltd.

Management of *e.com*-CERT Ltd. guarantees that the handing over, investigation and evaluation of an appeal will cause no discrimination against the appellant and takes the responsibility for all decisions made during the entire appeal management process. Makes sure that the personnel managing the appeals are all different from the ones who conducted the audit or made the certification decision.

Appeal management process:

Following the receiving the appeal, an investigation takes place about its rightness. Investigation is directed by an independent and appointed investigation leader. All documents related to the issue and the appeal that contains the remarks of the certified organization serves as a basis for the investigation. If the facts cannot be clarified related to the appeal –or the certified organization requests- site visit must be done.

Depending on the result of the investigation the decision may be the following:

- rightness of the appeal has to be acknowledged if the facts referred to by the appellant turn out to be true, and they make it necessary that the previous decision to be changed,
- appeal has to be rejected if the reasons of the appellant proven unfounded, or they don't justify the change of the decision.

e.com-CERT Ltd. can accept appeals 30 calendar days following a decision and has to notify the appellant about the resolution within 14 days after the closing, which will be communicated to the complainant in writing.

If the appeal is rejected, there is no further procedure within *e.com*-CERT Ltd. In that case, the appellant may turn to the court.

If the appeal was successful, all expenses occurred have to be paid-off by *e.com*-CERT Ltd. In case of a rejected appeal, all expenses have to be paid-off by the appellant.

Complaints

Certification applicant organizations, already certified organizations, their clients or partners may live with a complaint towards *e.com*-CERT Ltd. within the validity time of the certification in question. Complaints must be handed in in a written form in all cases to the address of *e.com*-CERT Ltd.

Following the receiving and interpretation of the complaint, *e.com*-CERT Ltd. investigates if there's a real correlation with own certification activities. In case the complaint doesn't relate to the activities of the certification body without a doubt, the complaint will be rejected and a notification will be sent to the complainant. In case the complaint does have a relation to the certification activities in the slightest extent, the certification body starts an investigation about the matter. They have to make sure that the investigating personnel are all different from the ones whose activities are being complained about.

All documents related to the issue and the remark of the complainant serves as a basis for the investigation. If the facts cannot be clarified regarding the complaint –or if the complainant asks- site visit has to be done.

Depending on the result of the investigation the decision may be the following:

- rightness of the complaint has to be acknowledged if the facts referred to by the complainant turn out to be true, and they make it necessary that the previous decision to be changed,
- complaint has to be rejected if the reasons of the complainant proven unfounded, or they don't justify the change of the decision.

Due date to start the investigation is 14 days within the receiving of the complaint. Decision making is due 5 days after the closing of the investigation.

e.com-CERT Ltd. notifies the complainant in all instances within 14 days about the decision.

If the complaint gets rejected, there is no place for further procedure within the frames of *e.com*-CERT Ltd. In this case the complainant may turn to the court.

Upon complainant request *e.com*-CERT Ltd. decides together with the complainant whether they publicize the subject of the complaint and its resolution or not. And if yes, at what extent.

Structural and organizational changes

Certified organizations have to constantly develop their management system and notify *e.com*-CERT Ltd. about any significant changes in its activities, organizational structure, or

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management system especially about those that fall under the area of validity of the certification. *e.com-CERT Ltd.* has to be notified about the changes at least one month prior an upcoming system review.

Responsibility

e.com-CERT Ltd. compensates for any losses or damages to property that occurred during the certification process and *e.com-CERT Ltd.* proves to be responsible.

e.com-CERT Ltd. cannot be held responsible for income loss, service inaccessibility, commercial or collateral damages of their clients. Cannot be held responsible for penalties or individual obligations that the client took up as part of a contract.

e.com-CERT Ltd. cannot guarantee the continuous conforming operation, impeccable condition, or operability of the commented, or inspected documents, procedures or management systems nor fully or partially. In case of investigative commissions *e.com-CERT Ltd.* cannot be held responsible for the conformity of any prescriptions provided by the client except there's a written agreement specifically for this. *e.com-CERT Ltd.* cannot take the responsibility for indirect damages or damages consequences except the damage is proven to be a result of own intentions or serious negligence. *e.com-CERT Ltd.*'s responsibility limitations are valid to all employees, contractors, managers and organizations. *e.com-CERT Ltd.* can only be held responsible for employee and contractor related information or statements if these information or statements are officially written down by *e.com-CERT Ltd.* *e.com-CERT Ltd.* cannot be held responsible for those employees of the client or their equipment that the client provides for *e.com-CERT Ltd.* during an audit or similar process. This instruction is valid to a similar request by a third party. To avoid damage claims, legal prescriptions serve as guidelines. Damage claims resulting from contract violation is possible within a year.

Closing instructions

Modification, expansion of the contract including annexes is possible only in written form. In case some of the clauses, or part of clauses of these business conditions or the contract itself becomes invalid the validity of the rest of the clauses remain unaffected. Instead of an invalid instruction or part of it the guideline instruction is the one that correlates to the point and purpose of the invalid instruction in case both parties agreed in a written form. Parties wish to sort their debates according to Ptk. instructions. If unsuccessful, parties agree exclusively in the authority of Central District Court Pest.

e.com-CERT Ltd. maintains the right to modify current regulation without prior notification.

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