

# Terms of use for online tools provided by EASY-CERT group AG

## 01 Scope

These Terms of Use govern the use of the online tools of EASY-CERT Group AG (hereinafter referred to as ECG) and its subsidiaries (see appendix for a list of subsidiaries covered herein) by customers (hereinafter referred to as users).

- A valid contractual relationship with a subsidiary of ECG is a prerequisite for the use of the online tools.
- The Terms of Use are an integral part of the General Terms and Conditions (GTC) of the respective subsidiary.
- By accessing and using the online tools, users expressly declare their agreement to these Terms of Use.

## 02 Availability and use of the online tools

- The online tools enable users to view and change personal and company data and to enter new information.
- It is also possible to communicate directly with ECG subsidiaries.
- The aim is to optimise cooperation in the context of quality assurance and control processes.
- Use may be subject to a fee (in accordance with the valid price list).
- ECG and its subsidiaries do not guarantee that the online tools will be available without interruption or at all times.
- In particular, maintenance, technical malfunctions or updates may lead to interruptions.

## 03 Changes and discontinuation of the online tools

- ECG reserves the right to further develop or adapt the online tools.
- ECG and its subsidiaries are entitled to transfer the operation of the online tools in whole or in part to third parties at any time.

## 04 Disclaimer

- The liability of ECG and its subsidiaries is expressly excluded to the extent permitted by law.
- Under no circumstances shall ECG and its subsidiaries be liable for:
  - Loss, damage or disclosure of data
  - Damage caused by misuse by third parties (e.g. viruses)
  - indirect damage, such as loss of profit, loss of data or loss of production
- Liability for slight negligence is excluded, unless mandatory statutory provisions (e.g. in the case of personal injury) dictate otherwise.
- ECG and its subsidiaries reserve the right to assert claims for damages in the event of criminal offences (e.g. data misuse or hacking).

## 05 Obligations and rights of users

Users undertake to comply with the following:

- The online tools may only be used within the scope of the respective contract and for internal company purposes.
- Use must be in accordance with applicable Swiss law and international data protection and copyright law.
- It is prohibited to use the tools or data for:
  - marketing, advertising or other commercial purposes,
  - pass them on to third parties or
  - sub-licensing.

Security and access:

- Access data (e.g. passwords) must be treated as confidential and may not be passed on to third parties.
- Anyone who grants access to third parties remains responsible for all activities and their consequences.
- ECG and its subsidiaries are entitled to block or deactivate access at any time if there are indications of non-contractual use.

Contractual penalty for violations:

- In the event of breaches of the aforementioned obligations, ECG or one of its subsidiaries may demand a contractual penalty of CHF 10,000.00.
- Claims for damages due to damage to reputation and/or financial loss are also reserved.
- Further civil or criminal proceedings remain reserved.

## 06 Data protection

- ECG and its subsidiaries process personal data in accordance with the Swiss Data Protection Act (FADP) and the EU General Data Protection Regulation (GDPR) in their currently valid versions.
- Information on the type, purpose and duration of data processing as well as on the rights of data subjects can be found in the privacy policy, which is available on the website of the respective subsidiary of ECG.

## 07 Contract term and termination

The duration and termination of the contractual relationship is governed by the respective contract with the ECG subsidiary. Upon termination of the contractual relationship, the right to use the online tools also expires.

## 08 Prices

- The current price lists of the respective subsidiary with which a contractual relationship exists apply.
- These price lists form an integral part of these Terms of Use.

## **09 Applicable law and place of jurisdiction**

The exclusive place of jurisdiction for all disputes is Frick. The contractual relationship is subject to Swiss law, excluding conflict of law rules and international treaty law.

## **10 Changes to the Terms of Use**

- The currently valid version of these Terms of Use is published online and is deemed to have been accepted by users when they use the online tools.
- It is the responsibility of users to inform themselves about the current version.

Valid from October 1, 2025

## Appendix – List of subsidiaries of EASY-CERT Group AG

- Austria Bio Garantie GmbH – Austria
- Austria Bio Garantie - Landwirtschaft GmbH - Austria
- Bio Garantie d.o.o. – Croatia
- Bio Garantie SRL – Romania
- agroVet GmbH – Austria
- Bio Garantie Ltd. – Italy (South Tyrol)
- Bio Garancia Kft. - Hungary
  
- bio.inspecta AG – Switzerland
- bio.inspecta Pty Ltd – Australia
- bio.inspecta Ltd – Turkey
- bio.inspecta shpk – Albania
- q.inspecta GmbH - Switzerland
  
- Carbon Standards International AG – Switzerland
  
- CERES - Certification of Environmental Standards GmbH – Germany
- CERES Bulgaria - Bulgaria
- CERES-CERT Dominicana SRL – Dominican Republic
- CERESPERU SAC - Peru
- CERES Control and Certification Services Ltd. Şti. - Turkey
- Certification of Environmental Standards de México S.A. - Mexico
- CERTIFICADORA ECUATORIANA DE ESTANDARES CERESSECUADOR CIA. LTDA. - Ecuador
- CERES-CERT AG – Switzerland
  
- EASY-CERT services AG - Switzerland
- EASY-CERT services GmbH – Austria