ISCC HUB
Terms of use
Version 1.0

ISCC
International Sustainability & Carbon Certification

Copyright notice

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Version 1.0
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ISCC HUB TERMS OF USE

ISCC System GmbH, Hohenzollernring 72, 50672 Cologne, Germany (“ISCC”), is an independent multi-stakeholder initiative and leading certification system supporting sustainable, fully traceable, deforestation-free and climate-friendly supply chains. For the efficient and standardised execution of certification audits, ISCC provides natural or legal persons who would like to conclude a system usage agreement with ISCC regarding the use of an ISCC certification system for the purpose of obtaining a certificate or a statement of conformity (“**Applicants**”) or those who have already concluded a system usage agreement (“**System Users**”) and Certification Bodies (“**CBs**") with access to the online platform "ISCC HUB" ("HUB"). The HUB enables System Users to register for ISCC certification, manage their registration data, and access their certificates. CBs use the HUB to manage System User data, issue certificates, and publish certification information. The HUB e.g. integrates with external systems, including the European Commission's Union Database and TYC Connect, and connects to downstream systems such as the ISCC Audit Procedure System (“APS”) to facilitate certification processes. ISCC enters into contractual agreements with CBs which authorise them to perform certification audits in accordance with the ISCC certification system. Applicants intent to enter into system usage agreements while System Users have already entered into system usage agreements with ISCC. Following the (planned) execution of such agreements and upon acceptance of these Terms of Use, which apply to the use of the HUB (“**Terms**”), irrespective of the validity of any other Terms of Use that apply to other services or products offered by ISCC, ISCC grants Applicants, CBs and System Users access to the HUB. The use of the HUB is an integral component of the planned contractual relationship between ISCC and the Applicants, as well as of the contractual relationship between ISCC and the CBs, and ISCC and the System Users.

1. Scope and Purpose

1.1 These Terms govern the use of the HUB made available by ISCC to Applicants, CBs and System Users (Applicants, CBs and System Users hereinafter together also referred to as “User”) for the purposes of managing registration and certification data within the certification procedures operated by ISCC. They define the rights and obligations when using the HUB, including license limitations, confidentiality duties, data handling requirements, and the scope of permitted and prohibited use. The purpose of these Terms is to ensure the secure, consistent, and legally compliant use of the HUB within ISCC related certification processes.

1.2 ISCC provides the User with a licence (see Clause 4) to access the HUB under the conditions set out in these Terms.

1.3 ISCC is not obligated to provide any additional services, such as consulting, customized development, or implementation.

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1.4 ISCC provides the User with access to the HUB upon account creation at https://www.iscc-system.org/. Upon account creation the User must accept these Terms. Acceptance of these Terms is required as a condition of access to the HUB.

1.5 In addition, and unless otherwise agreed, the provisions of the ISCC General Terms of Use apply accordingly to the use of the HUB. In the event of any doubt or conflict, the Terms shall take precedence over the provisions of the ISCC General Terms of Use.

2. Technical Access to the HUB

2.1 Upon acceptance of these Terms, the User may access the HUB. Access to the full contents and functions of the HUB is only granted upon completion of the account creation process pursuant to Section 3 below.

2.2 The HUB operates as an online platform. The User accesses the HUB via a web browser and an internet connection. The User is responsible for ensuring that the User's devices and internet connection meet the technical requirements for accessing and using the HUB.

2.3 The technical requirements are as follows: Access to and use of the HUB requires a compatible device with a stable internet connection and a modern web browser. The HUB is designed to operate with the most recent versions of commonly used browsers such as Google Chrome, Microsoft Edge, Mozilla Firefox and Apple Safari. The User is responsible for ensuring that the used device, operating system, browser and internet connection meet these requirements. JavaScript and session cookies must be enabled for proper operation of the HUB. The use of outdated, unsupported, or modified software environments may result in limited or unavailable functionality. ISCC does not guarantee full functionality of the HUB on systems or browsers that are no longer supported by their respective vendors.

2.4 ISCC may request evidence to verify the User's identity or professional authorisation.

3. Account creation

Any natural or legal person may create a user account to use the HUB. On the website select ISCC HUB followed by "Create your ISCC HUB account". Complete all mandatory fields marked with an asterisk (*), including first name, last name, email address, and password. A verification email will be sent with an activation link to verify the account and complete the account creation process. Regarding the Account creation, ISCC recommends that Users use a personal email address rather than a generic or shared email address, in order to facilitate direct communication with the relevant contact person and to ensure clear accountability. These aforementioned provisions shall also apply to the use of the HUB.

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4. Ownership and Intellectual Property Rights

4.1 ISCC is the exclusive owner of, or otherwise holds all necessary licence rights in and to the HUB, including without limitation all software code, databases, logic trees, rule sets, question catalogues, user interfaces, workflows, text, graphics, data models, configurations, and all other content integrated into or generated by the HUB, irrespective of whether such elements were developed internally or by third-party developers commissioned by ISCC. To the extent that any component of the HUB is based on third-party software or technology, ISCC holds the requisite licence rights to use, operate, and make available such component as part of the HUB.

4.2 No regulation in these Terms shall be deemed to transfer and/or assign any title and/or intellectual property rights to the User. Except for the limited license expressly granted under Section 5 of these Terms, no usage rights shall be transferred. All rights not expressly granted remain with ISCC.

5. Permitted Use

5.1 ISCC grants the User a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to access and use the HUB solely for the User's business purposes in connection with ISCC certification procedures ("Permitted Use"). The Permitted Use includes:

5.1.1 for Applicants and System Users: registering for ISCC certification, creating, uploading, processing, storing, and managing registration and certification data, accessing and editing registration information, and generating reports and exports to the extent permitted by the functionality of the HUB;

5.1.2 for CBs: managing System User data, issuing and managing certificates, publishing certification information, and accessing registration and certificate data for System Users for which they are listed as the responsible CB.

5.2 The User may permit employees (in the case of Applicants and System Users, only registered employees; for CBs, every employee) to access the HUB as authorised users ("Authorised Users"). The User is responsible for ensuring that all Authorised Users comply with these Terms and is liable for any breach or misuse of the HUB by its Authorised Users. The User must immediately notify ISCC of any unauthorised access, suspected misuse, or security incident involving its accounts (see Section 10.3 below).

5.3 The User must provide accurate and up-to-date registration, contact, and certification information and must maintain the confidentiality of all login credentials. The User is responsible for all activities conducted under its accounts.

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5.4 The User may use any guides, documentation, support materials, and training resources provided by ISCC solely to facilitate its authorised use of the HUB and not for any other purpose.

5.5 The User grants ISCC a limited, non-exclusive, worldwide licence to host, copy, transmit, display, modify, and otherwise process data uploaded by the User solely as necessary to provide, maintain, secure, and improve the HUB and to fulfil ISCC's obligations under applicable law and the ISCC certification system.

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6. Prohibited Use

6.1.1 The User shall not, and shall not permit any third party to redistribute, copy, modify, share, or resell the HUB and its content, including exports, screenshots, video captures, or any other representation of the HUB and the content uploaded to the HUB for audit reasons;

6.1.2 decompile, reverse-engineer, or otherwise attempt to derive the HUB source code;

6.1.3 rent, lease, distribute, sublicence, publish, or otherwise transfer the HUB and its content to any third party;

6.1.4 circumvent licence controls, authentication, or security mechanisms;

6.1.5 use the HUB for any unlawful purpose or any purpose other than the approved audit activities;

6.1.6 remove or alter any copyright, trademark, or proprietary notices;

6.1.7 disclose, share, or otherwise make available the login credentials for their user account to any third party or enable any unauthorised third party to access or use the HUB through such credentials;

6.1.8 integrate or combinate the HUB with third party tools or systems ("Third Party Tools") without prior written authorisation from ISCC. For this purpose, the Third Party Tools must be made available to ISCC to ensure compatibility analysis. ISCC reserves the right to invoice the analysis of the Third Party Tools. ISCC reserves the right to reject the request or withdraw the allowance anytime without explanation. Notwithstanding the foregoing, ISCC shall in no event be liable for the compatibility of the HUB with any Third Party Tool.

6.1.9 intentionally submit, register, or transmit false, misleading, or inaccurate data within the HUB;

6.1.10 use the HUB to store, transmit, or distribute malicious code, viruses, malware, spam, or any form of unauthorised advertising or harmful content;

6.1.11 upload, transmit, or process any data that infringes intellectual property rights, violates privacy laws, or breaches applicable legal requirements;

6.1.12 damage, disable, interfere with, overload, or impair the HUB, its infrastructure, or associated networks, or interfere with or disrupt the performance, stability, security, or integrity of the HUB or any systems connected to it.

6.2 The User shall use the HUB only in accordance with the applicable laws, including export control laws and regulations.

6.3 ISCC reserves the right to reject the registration or certification data submitted via the HUB by the User if the application is unlawful or if ISCC becomes aware of any prohibited use as stated under this Section 6.

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7. Confidentiality Obligations

7.1 The User shall treat as confidential all confidential information disclosed to the User by ISCC when using the HUB or in connection with the use of the HUB or otherwise received by ISCC or the System Users and shall use such information solely for the purposes defined in its registration or agreement with ISCC. The User shall protect the confidential information against unauthorised access by means of appropriate technical and organisational measures.

7.2 “Confidential Information” means any information that

7.2.1 relates to the business operations of ISCC or has been provided to ISCC by a third party for use.

7.2.2 is neither generally known nor readily accessible in its entirety or in the precise agreement and composition of its components to persons within the relevant market circles who typically deal with this type of information;

7.2.3 has economic value; and

7.2.4 is protected by appropriate confidentiality measures by ISCC.

7.3 Information shall not be deemed Confidential Information to the extent that

7.3.1 it was already publicly known or generally accessible at the time it became known to the User; or

7.3.2 after such time, it becomes publicly known or generally accessible without breach of these Terms or of any third-party confidentiality obligations.

7.4 The burden of proof that information does not constitute Confidential Information within the meaning of this clause shall lie with the User.

7.5 The User may not disclose Confidential Information without the prior written consent of ISCC, unless:

7.5.1 disclosure is required under mandatory applicable legal provisions or by judicial or regulatory order, and the User has promptly informed ISCC in writing of such obligation; or

7.5.2 the Confidential Information is made available to the User’s advisers in connection with the performance of the services performed by the User under these Terms or the agreement with ISCC or any disputes arising therefrom, provided that such advisers have first undertaken in writing to maintain confidentiality or are bound by professional confidentiality obligations.

7.6 The User undertakes to impose confidentiality obligations equivalent in substance to this clause on all employees engaged by the User in connection with the performance of the performed services of the User under these Terms or the agreement with ISCC.

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7.7 The provisions of this Section 7 shall remain in force for five years after termination of the contractual relationship between the User and ISCC.

8. Changes to the HUB

ISCC may change and adapt the HUB and its range of functions at any time to reflect technical, legal, or operational requirements. ISCC will notify Users of material changes via email, ISCC-website or through the ISCC Client Section or ISCC CB Section. The User acknowledges that the HUB may be temporarily unavailable due to maintenance, technical upgrades, or circumstances outside ISCC's control.

9. Data Handling and User Data, Data Protection

9.1 The HUB enables the User to create, upload, process, store, and manage personal and non-personal data required for registration and certification procedures ("User Data"). The User is responsible for ensuring that all User Data is complete, accurate, up-to-date and free from technical defects prior to submission, and for verifying that the upload to the HUB has been successfully completed.

9.2 System Users may edit their registration data directly in the HUB. Upon submission of any change to registration data, the System User must confirm acceptance of these Terms.

9.3 CBs issue certificates and manage certificate data in the HUB. Certificates entered by CBs are automatically transferred to and published on the ISCC website. The HUB and the ISCC website are synchronized to maintain the current version of all certificate data. The CB is responsible for the accuracy of the certificates. Submission through any other channel is prohibited unless explicitly instructed via email.

9.4 ISCC and the User will at all times comply with the requirements of applicable data protection law, in particular the European General Data Protection Regulation (GDPR). The processing of personal data by ISCC when using the HUB is explained in the data privacy policy for the HUB and APS, which can be accessed here.

9.5 The User acknowledges and agrees that User Data may be shared with third parties as necessary for the operation of the ISCC certification system, including but not limited to:

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9.5.1 the European Commission's Union Database;

9.5.2 TYC Connect;

9.5.3 risk assessment tools; and

9.5.4 service providers engaged by ISCC for the development and maintenance of the HUB. ISCC will process User Data in accordance with applicable data protection law and, regarding personal User Data, the ISCC data privacy policy for the HUB and APS.

9.6 The HUB provides a comment function enabling CBs and System Users to exchange comments regarding registration and certification matters. This comment function does not constitute a formal communication channel. Official communications between ISCC and Users, and between CBs and System Users, shall be conducted via email or other means outside the HUB.

9.7 The User retains ownership of User Data uploaded to the HUB. However, the User grants ISCC the rights set out in Section 5 to process User Data as necessary for the provision of the HUB and the ISCC certification system.

9.8 The User shall not upload, transmit, or process any User Data that infringes intellectual property rights of third parties, violates applicable privacy laws, or breaches any other applicable legal requirements. The User is solely responsible for ensuring that the User has all necessary rights and consents to upload and process User Data in the HUB.

10. Security Obligations

10.1 The User must ensure that the device used for the HUB meets the technical requirements (see Clause 2.3), remains free of malware or interferences that could compromise the HUB or transmitted data.

10.2 The User shall ensure that all login credentials, including but not limited to usernames, passwords, authentication tokens, and device-based security features are only disclosed to authorised persons within the User's organisation and Authorised Users who require access to the HUB for the Permitted Use and shall ensure that no unauthorised person gains access to the HUB.

10.3 The User must immediately notify ISCC in writing upon becoming aware of any suspected or actual unauthorised access, compromise or misuse of login credentials, or misuse of the HUB by unauthorised third parties. ISCC reserves the right to suspend or deactivate access, or restrict use of the HUB where required to protect the integrity, security, or lawful use of the HUB and to investigate the source of any breach or misuse.

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11. Support

11.1 ISCC offers support services for questions, incidents, and technical issues relating to the use, and functioning of the HUB ("Support"). Support is provided exclusively to Users.

11.2 Support is available via the following contact channel:
Support Portal: "Contact us" via the ISCC Client Section or the ISCC CB Section on www.iscc-system.org.

11.3 ISCC will use commercially reasonable efforts to provide Support.
No guaranteed resolution times are provided unless separately agreed upon in writing between the User and ISCC.

11.4 Support may be temporarily unavailable due to maintenance, technical upgrades, or circumstances outside ISCC's control. Planned maintenance windows, if any, will be announced via a banner on the HUB.

11.5 The User shall provide all information reasonably required to diagnose and resolve the issue, including screenshots, system details, and a description of the steps leading to the problem.

12. Termination of Use

12.1 ISCC may revoke the licence (see clause 4) and access at any time for good cause, including but not limited to the termination of the system user agreement (for System Users) or cooperation agreement (for CBs) with ISCC, the violation of these Terms, taking into account the interests of both the User and ISCC.

12.2 Upon termination, the User's access to the HUB may be deactivated. The User acknowledges that ISCC may retain User Data in accordance with applicable law and, regarding personal User Data, the ISCC data privacy policy for the HUB and APS.

13. Liability

13.1 ISCC shall be liable for itself, its legal representatives and its vicarious agents (§ 278 of the German Civil Code, *BGB*) only for gross negligence and intent.

13.2 The limitation of liability pursuant to Section 13.1 shall not apply in the event of a guarantee, the violation of provisions of the German Product Liability Act (*Produkthaftungsgesetz*), injury to life, body or health, and breach of cardinal obligations. Cardinal obligations are such obligations the fulfilment of which makes the proper performance of the contract possible in the first place and the observance of which the contractual partner regularly relies on and may rely on.

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14. Governing Law and Jurisdiction

14.1 These Terms are subject to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

14.2 The place of jurisdiction for all disputes in connection with the provisions of these Terms is - to the extent legally permissible - Cologne, Germany.

15. Final Provisions

15.1 ISCC may amend and adjust these Terms with effect for the future where necessary to reflect technical, legal, or operational changes, taking into account the interests of both the User and ISCC. The User will be notified of amendments in text form at least four (4) weeks before the planned effective date and will specifically highlight the new provisions as well as the effective date. ISCC will grant the User a reasonable period of at least four (4) weeks to declare whether the customer accepts the amended Terms for the continued use of the HUB. If no declaration is made within this period, which begins upon receipt of the notification via email, the amended Terms shall be deemed agreed. With the respective email ISCC will specifically inform the User of the legal consequence, i.e., the right to object, the objection period, and the consequences of failing to object. If the User objects to the amendment within the period, the agreement may be terminated by either party without notice if it is unreasonable to continue the contractual relationship, taking into account the interests of both the User and ISCC.

15.2 Should any provision of these Terms, including any provision in the future, be or become wholly or partially legally invalid or factually/actually unenforceable, or should it later lose its legal validity or enforceability, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision which, taking into account what is objectively reasonable, comes closest to the meaning and purpose of the invalid or unenforceable provision. The same shall apply if these Terms contain any loopholes.

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