CIS -
Certification & Information
Security Services GmbH

www.cis-cert.com

Headquarters
1010 Wien, Salztorgasse 2/3/7
Tel.: +43 1 532 98 90
Fax: +43 1 532 98 90 89
office@cis-cert.com

General Terms and Conditions of CIS - Certification & Information Security Services GmbH

Concerning personnel certification as well as education and training

Valid as of June 2024

Subject to changes. The General Terms and Conditions, as amended, are available at http://www.cis-cert.com/en

A. REQUIREMENTS FOR CIS SERVICES

I. VALIDITY AND SCOPE

1. These General Terms and Conditions are applicable to all services provided by CIS – Certification & Information Security Services GmbH (hereinafter: CIS) in relation to personnel certification as well as education and training, including, but not limited to, courses, exams, seminars, refreshing courses, in-house training, workshops, and e-learning (virtual training courses, blended learning, webinars) and also in relation to information events, conferences and symposiums, irrespective of whether such events are free of charge or subject to a fee.
2. The General Terms and Conditions form an integral part of any contract made between CIS and a customer. Customer shall mean any participant in a CIS service and, if applicable, the company that registers a participant or pays the invoice.
3. Any deviating terms and conditions (e.g. general terms and conditions, terms and conditions of purchase or payment terms) of a customer are applicable only if expressly acknowledged by CIS in writing.

II. REGISTRATION

1. Registrations for CIS services are made online at www.cis-cert.com/en or by email. If a customer registers online, receipt of registration will immediately be confirmed to the customer by email sent to the address disclosed. A contract is made not until CIS issues a written confirmation of order.
2. The closing date for registrations is two weeks before a CIS service starts, except for e-learning. The number of participants is limited. Registrations will be considered in the order received.
3. If participation in a CIS service depends on certain requirements, these will be separately set out in the course program, as amended from time to time, and/or at www.cis-cert.com/en and must be satisfied by a participant.

III. TERMS OF PAYMENT

1. Unless expressly otherwise agreed, participation and exam fees are payable without deduction within fourteen days of the invoice date and in any case before the CIS service starts.
2. Unless otherwise stated, fees are in € (euros) exclusive of VAT and include all course and exam materials as well as beverages provided at seminars, snacks during breaks and lunch, except in case of any in-house training and e-learning. Unless otherwise stated, fees do not include any cost of accommodation or other hotel services, such as parking.
3. If any e-learning cannot take place due to technical problems on the part of CIS, participation fees will not be payable and/or will be refunded.
4. In case of late payment, CIS may charge default interest as provided by law. Moreover, collection fees of € 40.00 and all other costs caused by a customer and necessary for taking out-of-court collection and recovery measures may be charged, provided that such measures are reasonably proportionate to the claim CIS seeks to recover. Furthermore, a participant may be excluded from participation as long as participation fees have not been paid.
5. Any objection to invoices must be asserted in writing with CIS within two weeks of receipt of an invoice and accompanied by a sufficiently detailed statement of reasons, otherwise the invoice shall be deemed acknowledged.
6. A customer may set off any claims of CIS solely with counterclaims that have been established by court or expressly acknowledged by CIS on a case-by-case basis.

IV. CANCELLATION AND RE-BOOKING

1. Any request for cancellation or re-booking must be addressed to CIS in writing.
2. If any cancellation is received within two weeks before a CIS service starts, a cancellation fee equal to 50% of participation fees will be charged. If a service is cancelled, or a participant does not appear, on the first day of a CIS service or thereafter, full participation fees will be charged.
3. Customers may de-register free of charge from any e-learning that takes place on a certain date until two days before the relevant date.
4. If a person registered is not able to participate in a CIS service for unforeseeable reasons (e.g. illness), a replacement satisfying the participation requirements may be designated.
5. If any re-booking to a later date is received within two weeks before a CIS service starts, handling fees of € 70.00 will be charged per person, except for e-learning.
6. If any in-house training is re-booked within two weeks before an agreed date, CIS may charge handling fees of € 190.00. Any additional costs incurred must be reimbursed.

7. If any in-house training is cancelled, CIS may charge a cancellation fee equal to 30 % of the order value in respect of services not yet provided, in addition to services already provided and costs incurred.
8. The above shall not affect any statutory right of rescission of consumers under the Austrian Distant Selling Act [FAGG].

V. CHANGES TO THE COURSE PROGRAM/CANCELLATION OF A CIS SERVICE

1. The course program may be changed for organizational reasons. CIS must therefore reserve the right to change dates, start times and venues or to cancel CIS services.
2. If a CIS service is cancelled, participation fees will be refunded. Any further claims are excluded.

VI. SECRECY, CONFIDENTIALITY, DATA PROTECTION

1. CIS undertakes to comply with applicable data protection laws when processing personal data. Any personal data collected by CIS in relation to a CIS service will be stored electronically and processed as necessary for performing a contract, for necessary documentation according to regulatory provisions, for accounting purposes as well as for customer relationship management, including submission of offers for other CIS services (e.g. re-certifications and addon certifications, relevant training). CIS will store any personal data as long as may be necessary to achieve the above purposes.
2. Any master data of a customer (first and family names, title, date of birth, place of birth, home address and home contact details, business data such as business address, position, business contact details) as well as any data concerning order history will be stored until the end of the business relationship and then archived until the end of the relevant warranty, limitation and statutory preservation periods. Any application forms, all exam documents as well as any other documents related to certification will generally be stored for a period of 12 years, unless any regulatory or statutory requirement provides for a longer preservation period.
3. All information made available to CIS by a customer which is not public domain will be kept confidential. CIS undertakes to disclose to third parties any confidential information concerning a customer which arises from its activities only with the customer's written consent, unless CIS is required to disclose such information by law.
   This applies also after an order was performed as agreed.
4. The customer shall ensure that all personal data provided by the customer to CIS may be processed by CIS in the context of providing its service. The customer shall observe all applicable data protection provisions (e.g. duty to provide information under the GDPR) and obtain any consent that may be necessary. The customer shall hold harmless and indemnify CIS in this respect.
5. The customer acknowledges that any information referred to in paragraph 1 above will be made available to the accreditation or certification body on request and that any such body may participate in relevant CIS services.
6. By separate consent given by the customer which may be withdrawn at any time or if there is any overriding legitimate interest, CIS will use the customer's personal data stated in the application form (first and family names, title, date and place of birth, phone number, email address, home and business address) to send the customer by mail, email or other means of communication information and advertising materials about its services and products, news and other information that may be of interest to the customer, unless the customer has withdrawn his or her consent or objected to the processing of his or her personal data for direct marketing purposes.
7. The customer acknowledges that the Austrian Accreditation Act and pertinent standards (including, but not limited to, EN ISO/IEC 17024) require CIS to make available a publicly accessible list of certifications made. The list which is available on the website of CIS includes all certificates, as valid from time to time, and their holders. The customer agrees that such information is published on the website of CIS.
8. CIS points out that pursuant to applicable data protection laws, data subjects have the right to access their personal data which has been processed as well as a right to rectification, erasure, restriction of processing and data portability. The right to erasure of data may be limited in the cases referred to by law, especially due to statutory preservation obligations CIS needs to satisfy, or based on any overriding interest of CIS. In addition, in the cases referred to by law, data subjects may object to the processing of their personal data. Data subjects may object to any future use of their personal data for direct marketing purposes at any time, free of charge and without giving any reason. Data subjects also have a right to lodge a complaint with the data protection authority. Any information concerning the exercise of rights by data subjects and concerning data protection provided by CIS is available at datenschutz@cis-cert.com.

9. Any further information concerning data protection is available on the website of CIS at www.cis-cert.com/en.

VII. LIABILITY OF CIS

1. CIS is generally liable to the customer only for any violation of its contractual obligations by intent or recklessly gross negligence, subject to the following provisions. Despite careful examination, CIS does not accept any warranty for the correctness, completeness and updated status of course and exam materials and any other publication.
2. Any liability of CIS is limited to typically foreseeable damage incurred by the customer and shall not exceed the amount of compensation for underlying services agreed by contract and paid to CIS when due.
3. CIS disclaims any liability for lost profit, any consequential damage caused by defect, any direct or indirect damage and any pure pecuniary loss.
4. Unless any claim for damages is asserted in court within six months of the eligible party becoming aware of such damage, and not later than within two years of the event triggering a claim, any such claim shall become statute-barred.
5. To the extent permitted by law and unless expressly otherwise agreed with CIS in writing, the customer guarantees that CIS services will only be used for the customer's purposes and not for third parties. If services provided by CIS are passed on to or used for third parties, CIS will not be liable to that third party.
6. If CIS is liable to a third party by way of exception, the provisions of this Section VII, including, but not limited to, all limitations of liability included therein, shall be applicable not only between CIS and the customer but also to that third party. Whenever a third party asserts damages against CIS, the customer will fully hold harmless and indemnify CIS for and against such claims.
7. The maximum liability sum agreed in paragraph 2 above shall be applicable in aggregate only once to all parties having incurred a loss, even if several parties (the customer and a third party or more third parties) have incurred a loss. Parties having incurred a loss will be compensated in the chronological order in which their claims were lodged.

VIII. INTELLECTUAL PROPERTY RIGHTS; IMAGE, VIDEO AND AUDIO RECORDINGS

1. All course and exam materials CIS may provide as hard copies or in electronic form shall be the intellectual property of CIS. Such materials are made available to participants in a CIS service only for training and education purposes and for their personal use. Except with the express written consent given by CIS, any other use or disclosure shall be prohibited. In the absence of consent given by CIS, the materials may neither be reproduced nor made available to third parties.
2. The participant acknowledges that image, video and audio recordings may be made during CIS events by or on behalf of CIS for the purpose of covering an event and in general for purposes of public relations. The participant hereby grants CIS the right to publish recordings on the CIS website, on social media channels of CIS, in written reports, press releases as well as in online and print media without paying separate compensation. The participant consents to photo release.
3. Except with the express written consent given by CIS, participants may not make any image, audio or video recording of CIS services.
4. In case of any violation of Section VIII (1) and (3), CIS may assert a penalty of € 30,000 for each violation, notwithstanding the right to claim further damages.

IX. FINAL PROVISIONS

1. Any amendment to and modification of these terms and conditions shall be made in writing.
2. If one or more terms hereof are invalid, this shall not affect the validity of the remaining terms hereof. The invalid term shall be replaced by a valid term which closest reflects the economic purpose of these General Terms and Conditions.
3. All disputes arising from or in connection with this contract shall exclusively be referred to the courts in the first district of Vienna [inner city].
4. The contract shall be governed by and construed in accordance with Austrian law, without giving effect to its conflict of law rules and the UN Sales Convention.

B. ADDITIONAL REQUIREMENTS FOR CERTIFICATE HOLDERS

X. REQUIREMENTS FOR ISSUING A CERTIFICATE

1. A certificate is issued only after successful passing of an exam. Participants need to register separately for such exam (certification application). By registering for an exam, a participant agrees to satisfy the certification requirements, to provide any information necessary for evaluation, including, but not limited to, information about relevant qualifications, and to acknowledge these General Terms and Conditions.
2. By registering for an exam, a participant submits to the terms and conditions described in Section XI applicable to certificate holders in the event a certificate is issued.

XI. REQUIREMENTS FOR CERTIFICATE HOLDERS

Certificate holders are required to comply with the following conditions:

1. Every holder of or applicant for a certificate may inspect the processes leading to competence certification with prior written notice to CIS.
2. Certificate holders undertake to use their best efforts to promote and/or launch and continue to use in the context of their work modern management methods as prescribed by CIS.
3. Certificate holders undertake to complete and update at all times their knowledge and skills by attending special expert events (e.g. of CIS) and studying literature.
4. Certificate holders should initiate and maintain cooperation with peers from other companies, industries and fields. They may seek support from CIS in this respect.
5. Every certificate holder may apply for renewal of his or her certificate before the same expires and has the right to obtain such renewal upon satisfaction of the necessary requirements. Any renewal of a holder's certificate is subject to the requirements applicable from time to time according to the certification program.
6. Certificate holders undertake to provide the necessary documents to prove their competence and practical experience (e.g. interim certificates, job descriptions, etc.); such documents must reflect actual circumstances and be provided on request by CIS or in the course of re-certification.
7. Certificates shall remain the property of CIS. Certificate holders are required to use CIS certificates only in accordance with their intended purpose. Certificates may not be used in any misleading or abusive manner.
8. Certificate holders are required to give immediate written notice to CIS of any third-party complaint addressed to them personally and related to the certificate holder's expertise or the certification itself. CIS may follow up on any such complaint.
9. If the above requirements (including, but not limited to, Sections III and XI) are not met, CIS may temporarily or permanently withdraw a certificate with immediate effect.
   A certificate holder is required to return a certificate if he or she is no longer able to satisfy these "Requirements for certificate holders".
10. If a certificate is withdrawn or abandoned, the certificate holder undertakes to promptly return such certificate to CIS by registered mail.
    Any document referring to the customer's certified status may no longer be used.