



General Terms & Conditions

**for the use of the
Cyber Trust Austria Labels
based on the KSÖ Cyber Risk Rating Scheme**

CTS Cyber Trust Services GmbH
Wienerbergstraße 11 / 12A
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FN 535636 a
(below „Issuer“)

1. Subject of the terms and conditions - right of use for labels

- 1.1. The issuer grants the temporary, non-transferable, revocable and non-exclusive right to use the Cyber Trust Austria label on all websites and documents of the organization within the scope of the declared scope (commercial register number, declared qualified domains). In any case, the right of use is linked to the fulfillment of the underlying requirements according to the KSÖ Cyber Risk Rating Scheme as well as the fulfillment of these terms and conditions.
- 1.2. The label advertiser expressly acknowledges in advance that a rating that is not sufficient to qualify for the Cyber Trust Label does not constitute a reason for a refund of the label fee to be paid in advance.
- 1.3. The label advertiser also acknowledges and agrees that intentional or negligent misrepresentation in the creation of the rating as well as a violation of the present label usage agreement can lead to the withdrawal of the label. Such a withdrawal of the label does not entitle the label advertiser to refunds of any kind.

2. Types of Labels

- 2.1. There are three Cyber Trust Austria labels:
 - Cyber Trust Austria Label (standard): linked to the KSV1870 Cyber Risk B Rating according to the KSÖ Cyber Risk Scheme
 - Cyber Trust Austria Silver: bound to the KSV 1870 Cyber Risk A rating according to the KSÖ Cyber Risk Scheme
 - Cyber Trust Austria Gold: bound to the KSV 1870 Cyber Risk A+ rating according to the KSÖ Cyber Risk Scheme

3. Duty to Cooperate

- 3.1. The timely cooperation of the label advertiser is necessary to enable the label to be awarded properly. The label advertiser undertakes to carry out all necessary steps that are necessary for the issuing of the label, otherwise the issuer is released from his guilt. This includes in particular that the label advertiser submits to the associated KSV1870 Cyber Risk Rating. Furthermore, the issuing of the label requires a clear identification of the organization.
- 3.2. The label advertiser declares to provide all information in the context of the creation of the cyber risk rating to the best of their knowledge and belief and to provide all information required for determination and to provide the necessary documents.

- 3.3. The label advertiser expressly declares his consent to the provision of documents and records, which are requested as part of random checks. Furthermore, he declares his consent to the implementation of a monitoring audit, should the issuer deem such an audit necessary. There are no additional costs for the label advertiser for a surveillance audit.

4. Award Conditions

- 4.1. The issuing of the Cyber Trust Austria label is linked to the conditions of the KSÖ Cyber Risk Rating Scheme. In particular, this means achieving the minimum rating required to qualify for the label.
- 4.2. The award presupposes that the rating process has run properly and that all information in the context of the rating process has been made completely and correctly. Incorrect information that leads to a factually unjustified risk rating is considered misuse and can lead to the rating being withdrawn, which automatically leads to the withdrawal of the right to use the label without reimbursement of fees already paid. To check the correctness of the rating, verification audits can be carried out on a random basis without giving reasons.
- 4.3. Furthermore, the award requires the full payment of all outstanding fees.

5. Fees and Payment Terms

- 5.1. The costs for the Cyber Trust Label are made up of the following parts:
- Label fee (includes fees for rating and issuing)
 - Audit costs (only for Cyber Trust Gold Label)
- 5.2. The current fees can be seen on the fee list, which is published on the Cyber Trust homepage.
- 5.3. When applying for the label, payment of the label fee is due. A label can only be issued after payment has been made.
- 5.4. The audit costs for the Cyber Trust Gold Label must be paid by the label advertiser directly to the selected audit partner.
- 5.5. The label fee includes the right to use the label for one year from the date of award.
- 5.6. The label must be renewed after one year. This requires a new award and rating process. One month before the current label expires, the customer is sent a reminder email and a link to complete a new rating. Once the new rating has been filled in, the label renewal is deemed to be commissioned.

- 5.7. The label fees are non-refundable. This also applies particularly in the case of non-qualification for the applied label due to a cyber risk rating that is too low. In the event of non-qualification, the label advertiser can, however, submit a new label application.

6. Terms of use

- 6.1. The use of the Cyber Trust Label is reserved exclusively for organizations that have qualified for it as part of a successful award process and have received written confirmation from the issuer.
- 6.2. After fulfilling the requirements, the label may be displayed by the qualified organization on print media and electronic documents as well as on all declared qualified domains for information and advertising purposes.
- 6.3. After receiving the confirmation of qualification, the label can be downloaded in high graphic resolution from the issuer's homepage. The label must always be displayed as provided by the issuer. The label must always be displayed on its own. Changing the label or combining it with other graphic elements is not permitted in any way.
- 6.4. The label must always be presented in a positive way and must not be detrimental to the goals and principles of the label or the cyber risk rating scheme.
- 6.5. Use is reserved exclusively for the qualified organization and cannot be transferred to other organizations or third parties.
- 6.6. The lifetime of the label is limited to one year, after which an extension is possible. This requires a new award and rating process according to paragraph 5.6.
- 6.7. The use of the Cyber Trust Label is bound to the conditions of the KSÖ Cyber Risk Rating Scheme in its current version.
- 6.8. Circumstances that are relevant for the award of the label must be brought to the attention of the issuer in a timely manner. This applies particularly to circumstances that imply a deterioration in the cyber risk rating.
- 6.9. Violations of the terms of use represent a violation of the label usage contract and can lead to an immediate withdrawal of the label usage right.
- 6.10. The Cyber Trust Label is in all its versions a registered trademark protected by copyright. Use is only permitted within the scope of the use specified in this user agreement. Abuse can be prosecuted under civil law.

7. Limitation of Liability

- 7.1. The liability of the issuer about a claim for damages based on the issuing of Cyber Trust Labels within the framework of this agreement is limited exclusively to any direct damage resulting from gross negligence or willful misconduct by the issuer or one of his assistants or subcontractors in the context of the award of the label.
- 7.2. The issuer is not liable for any damage in connection with the creation of the rating that is beyond his control. This particularly includes damage that occurs when reviewing and auditing the cyber risk rating. For this, the label advertiser must hold harmless and harmless from the rating agency or the audit partner.
- 7.3. Regardless of the other contents of this agreement, the issuer is under no circumstances liable to the label advertiser for loss of profit or for any direct or indirect economic damage or consequential damage resulting from the award of the label (whether it was issued or not due to a lack of qualification).

8. Confidentiality, Security and Data Protection

- 8.1. The issuer declares that it will treat all confidential information that it receives from the label advertiser in connection with this agreement as confidential. Notwithstanding the foregoing, the issuer may disclose the other party's confidential information (i) if and to the extent that this is due to applicable law, due to an order of a competent court or regulatory or other governmental authority, or in the course of a document disclosure process is necessary in a legal dispute that has arisen between the parties before a competent court, (ii) which were already publicly available or known to the party at the time of their disclosure; (iii) which become publicly accessible in any other way than by violating the provision in question; (iv) developed by the party without reference to or recourse to such Confidential Information; or (v) where the other party has given its written consent.
- 8.2. The issuer declares that it will ensure all security measures required to protect the data and information of the label advertiser in accordance with the state of the art; This also includes the technical and organizational measures in accordance with Art 32 GDPR.
- 8.3. The label advertiser expressly agrees that personal data may be used by the issuer for the legal purpose of fulfilling the contract, insofar as this is necessary in the context of creating a rating and assigning a label. These are only general contact details of representatives of the label advertiser. No sensitive data is processed.
- 8.4. The label advertiser also acknowledges that the data required to create the cyber risk rating will be passed on to the rating agency. This is expressly not covered by the confidentiality clause 8.1.

9. Applicable Law

- 9.1. The agreement is subject to Austrian law. For the sake of clarity, it is stated that Austrian law is also applicable if the services provided under this agreement are provided outside of Austria.
- 9.2. The invalidity of individual provisions of these terms and conditions has no effect on the validity of the remaining provisions of the terms and conditions.
- 9.3. Vienna is the general place of jurisdiction.