



## FSC® eTrainingPlatform

Welcome to the Forest Stewardship Council eTrainingPlatform. This document lays out the Terms and Conditions for the use of the FSC eTrainingPlatform.

These Terms and Conditions are entered into by you and FSC Global Development GmbH, Adenauerallee 134, 53113 Bonn, Germany ('FSC GD'). Throughout this document, FSC GD and the User each are 'Party' and collectively 'Parties'.

### A. Terms & Conditions

#### 1. Definitions

1.1. For the purpose of these Terms and Conditions, specific terms and abbreviations are used which shall have the meaning as defined below:

- 1.1.1. **"Agreement"** stands for all of the following terms & conditions including all appendixes and any and all other addenda to it as may be varied from time to time in its most recent version. All such documents form an integral part of this Agreement in relation to the use of the eLearning Platform.
- 1.1.2. **"ASI"** stands for ASI - Assurance Services International GmbH, with its registered office at Friedrich-Ebert-Allee 65, 53113 Bonn, Germany. It is a company with limited liability according to German law: Bonn HRB 13790, established to manage the Accreditation of Conformity Assessment Bodies.
- 1.1.3. **"Certificate Holder"** or **"CH"** stands for a legally independent entity which is certified by a CAB based on the FSC Certification Scheme.
- 1.1.4. **"Conformity Assessment Body"** or **"CAB"** stands for a legally established entity that performs conformity audit services and that can be the object of accreditation.
- 1.1.5. **"eLearning"** is a type of educational technology that uses electronic media, such as, but not limited to the internet, to deliver text, audio, images, animation or streaming videos to support learning and training.
- 1.1.6. **"eTrainingPlatform"** means this concrete internet-based technology allowing for eLearning on topics connected to the FSC Certification Program and FSC Accreditation Program.
- 1.1.7. **"FSC AC"** stands for the Forest Stewardship Council, Asociación Civil, with its registered office in Calle Margarita Maza de Juárez # 422, Col. Centro, 68000 Oaxaca, Mexico. FSC AC is an international not-for-profit membership



organization established to promote responsible management of the world's forests.

- 1.1.8. **“FSC Accreditation Program”** is operated and managed by ASI. It includes activities in relation to the evaluation and the accreditation of a Conformity Assessment Body in accordance with the accreditation requirements developed by FSC.
  - 1.1.9. **‘FSC Certification Requirements’** means documents (e.g. certification policies, standards, guidance documents, advice notes and any other documentation) in relation to the FSC Certification Scheme as developed by the FSC Policies and Standard Program required for operating the FSC Certification Scheme in its most recent version.
  - 1.1.10. **“FSC Certification Scheme”** is developed to enable independent third-party certification of environmentally responsible, socially beneficial and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from well-managed forests.
  - 1.1.11. **“FSC Network Partners”** are partner organizations or individuals promoting responsible management of the world's forests licensed by and acting under an agreement defining the close collaboration with the FSC Group, who are legally not included as part of the FSC Group.
  - 1.1.12. **‘FSC Global Network’** consists of the FSC GD, FSC AC and its wholly owned subsidiaries, the FSC Regional Offices, the FSC Network Partners, as well as FSC Investments and Partnerships and the FSC Indigenous Foundation;
  - 1.1.13. **“Third Party”** or “Third Parties” refer to a party or to parties which is or are not explicitly named in this Agreement and are no party hereof.
  - 1.1.14. **“User”** stands for an individual or legal entity that has successfully signed up to the eTrainingPlatform and holds a valid and not suspended account therein.
  - 1.1.15. **“User Data”** is defined in Section 3.1 of these Terms and Conditions.
- 1.2. For the avoidance of doubt: Given the international nature of the FSC Certification Scheme and the FSC Network, the binding language of this Agreement shall be English. However, in case that technical terms are used in German language these shall have the meaning under and shall be interpreted exclusively in accordance with German law. The English translation of such terms shall be for ease of reference only.



1.3. Paragraph headings in this document are for convenience only and shall be of no effect for the purpose of interpreting the provisions of this Agreement.

## **2. Main purpose and functions of the FSC eTrainingPlatform**

2.1. The eTrainingPlatform is an internet-based learning management system, a software application for the delivery, administration, tracking and reporting of eLearning through the internet.

2.2. Online training courses uploaded by FSC GD can be taken by any individual who has signed up on the eTrainingPlatform. Without limitation to the generality of the foregoing, some courses will not be available for public participation. Courses may be limited to FSC connected User groups such as, but not limited to CH, CAB or the FSC Network.

2.3. Depending on the respective course, training materials and additional information will be available for download. Furthermore, some courses will require written assignments to be provided by the User (such as, but not limited to essays, Q/A forms etc.). For this purpose and for the duration of the assignment only, the User account will be enabled for uploading such documents. Specific and additional arrangements regarding the concrete documents to be down-/uploaded will be laid down in the terms and conditions of the respective course they refer to.

2.4. Depending on the individual configuration, the User may enter a discussion forum or provide additional information. All postings in discussion forums must be related to the respective course. User agrees to interact respectfully with other participants of the eTrainingPlatform and not to publish anything containing unlawful, objectionable, disruptive, offensive, harassing, threatening, defamatory, obscene, abusive, hateful, inflammatory, profane, racially offensive, sexually offensive, or religiously offensive content.

## **3. Registration on the eTrainingPlatform**

3.1 The eLearningPlatform is only accessible with a valid user login. For purposes of authorization, the User shall be responsible for providing accurate, complete and up to date information. Upon completing the access request form, the User will be provided with login data, comprising a User ID and a password ("**User Data**"). Every User Data will be set up for only one responsible person. The password might be changed at any time. The User shall keep the User Data confidential and is liable for any misuse of its User Data.

3.2 The User must immediately advise or report to FSC GD any incidences of loss of control of its account for the eLearning Platform.

3.3 The User shall indicate in a timely manner when its responsible person ceases to require access to the eLearning Platform, e.g. when it does not belong anymore to the FSC Network, CH or CAB. In the event the User wishes to exchange the responsible person, a new user account for a new responsible person will have to be set up. For this reason, the User must inform FSC GD via e-mail to [training@fsc.org](mailto:training@fsc.org) about each change of the responsible person and the Terms and Conditions will have to be agreed again.

3.4 FSC GD reserves the right to deny registration to any User and is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data.

3.5 These Terms and Conditions are agreed upon between FSC GD and User upon their



acceptance when accessing the eLearning Platform for the first time after the Login Data has been provided or Terms and Conditions have been changed.

3.6 Upon completing the access request form some personal information will be collected, such as name, e-mail address and password. FSC GD will only use personal data where it has legitimate interests, that means either because it is necessary in order to provide eLearning Platform services or for other reasons that might be reasonably expected.

#### 4. Use of eLearning Platform

4.1. The User may not use the websites and services provided by FSC GD if he/she is under the age of 18 or, otherwise, if he/she/it is not able to form legally binding contracts. While using the eTrainingPlatform the User explicitly agrees not to:

4.1.1. breach any provision stated herein;

4.1.2. post, list or upload wrongful, inaccurate or misleading information;

4.1.3. breach any applicable law and especially not to infringe the copyright, trademark or other rights of other participants of the eTrainingPlatform, the FSC Network, or any Third Party;

4.1.4. distribute or post spam, viruses or any other malware and technologies that may harm the FSC Network or the interests or property of users of other participants of the eTrainingPlatform;

4.1.5. copy, modify or distribute rights or content from the eTrainingPlatform websites, services or tools or any of the copyrights and trademarks belonging or pertaining to FSC AC or one of its subsidiaries.

4.2. Once the User has successfully registered and fully accepted the terms and conditions, User will be able to enter the eTrainingPlatform, in particular, available courses offered thereon, in accordance with the terms and conditions and any other instruction given by FSC GD from time to time until the right to use the platform is withdrawn and access is suspended or terminated.

4.2.1. FSC GD grants to User the right to use the eTrainingPlatform upon successful registration. The right to use the eTrainingPlatform in accordance with these terms and conditions is personal to the User and may not be transferred to any other individual. User agrees to take all reasonable steps to keep his/her/its password secret. Note: FSC GD will never ask to reveal the password.

4.2.2. The User is solely responsible for adding, replacing or deleting any of his/her/its information.

4.3. Unlawful or unauthorized use of the eTrainingPlatform and passwords; infringements

4.3.1. In case the User becomes aware of or suspects any unlawful or unauthorized use of the eTrainingPlatform or of his/her/its password, User agrees to provide to FSC GD any details in relation to any such unauthorized use. In the event of unlawful use of his/her/its password or use without his/her/its authorization, the User shall immediately request a change of his/her/its password at eTrainingPlatform. Should the User find that he/she/it cannot change the password for any reason, User shall immediately inform FSC GD which will block the account until the matter is resolved.

4.3.2. Any possible infringements of FSC's trademarks or misuses of any kind related



to the use of the eTrainingPlatform and its terms and conditions as stated herein shall immediately be reported to FSC GD using the contact details at the bottom of this document.

- 4.4. The User agrees to respect the privacy of other participants of the eTrainingPlatform and to use information in accordance with applicable laws and regulations. The User accepts sole responsibility for the legality of his/her/its actions under laws applying to the User and the legality of any items the User lists on the eTrainingPlatform.
- 4.5. Neither FSC GD nor the FSC Network is responsible to check the information entered into the eTrainingPlatform by the User and shall not be held responsible for any data, descriptions, links or information which is entered into the website by the User about a company or other connected activity.
- 4.6. FSC GD may review the profile and may disable it without prior notification if it becomes aware of any intentional misuse by the User or any other breach of law. In such a case, the User will receive a notification about the closing of his/her account.
- 4.7. FSC GD shall not be responsible for sensitive data or illegal information or data which is published by a User. Such things may include but are not limited to libelous comments, negative remarks about other organizations, personal opinions etc. Abuses, insults or defamatory entries will not be tolerated, and the User may be banned from using the eTrainingPlatform.
- 4.8. FSC GD does not guarantee any specific level of service. FSC GD's intent is to offer as far as possible a 24-hour service accessible in as many countries around the world as possible for the purposes stated out in Section 3. **The duties of hosting, maintenance and data processing will be conducted by Badegruber & Partner GmbH on behalf of FSC GD as described in the Privacy Statement.** The User acknowledges that uninterrupted access to the use of the eTrainingPlatform may be prevented by certain factors outside the reasonable control of FSC GD (a "Service Disruption Event") including, but without limitation to the in-operation, inefficiency or unsuitability of the equipment and the unavailability, in-operation or interruption of internet or other telecommunication services. Non-performance by FSC GD of its obligations under these terms will not be a breach of these terms where such non-performance results directly or indirectly from a Service Disruption Event. It is agreed that FSC GD does not accept any responsibility and shall not be liable for any loss or damage arising out of or in connection with any such Service Disruption Event. It is further agreed that FSC GD is not responsible and shall not be held liable for the inaccuracy or incompleteness of any information received by the User in connection with data transmission, machine or software error or malfunction or from the User's operating error or which originates from information obtained from Third Parties (other than such inaccuracy or incompleteness arising as a result of FSC GD's gross negligence or willful default).
- 4.9. FSC GD is not responsible and shall not be liable for the performance of any Third Party regardless of whether the User has made contact with such Third Party via the eTrainingPlatform.
- 4.10. The FSC Certification and Trademark Requirements in force for a Certificate Holder who/which is also a User remain valid and are hereby incorporated and all relevant provisions therein also apply while using the eTrainingPlatform.

## 5. Intellectual Property Rights



- 5.1. User acknowledges that the eTrainingPlatform is an application based on the software eFront Enterprise, developed by EPIGNOSIS Ltd. Any related computer programs are protected under Section 69a et seq. German Act on Copyright and Neighboring Rights ("UrhG"), manuals and documentations are protected under Sect. 2 UrhG. Any Third Party rights to the protected works shall remain unaffected.
- 5.2. All trademarks, trade names, company logos, symbols and any other protected marks and/or works belong to their respective owners only, and no right, title or interest in or to any of the same is granted, transferred or assigned to the User. For the avoidance of doubt, all FSC logos, trademarks, trade names and copyright work as well as other data used in or in conjunction with or otherwise relating to the materials shall remain the sole property of the FSC AC or its subsidiaries.

## **6. Effective Date and Termination**

- 6.1. This Agreement shall come into effect on the date on which the User accepts the terms and conditions and be of unlimited duration unless terminated in accordance with this Section 6.
- 6.2. The User may terminate this Agreement with FSC GD anytime by notifying FSC GD electronically or in written form using the contact details at the bottom of this document and by giving a notice period of one (1) week. Agreements on confidentiality and non-disclosure shall remain unaffected.
- 6.3. FSC GD may terminate this Agreement with User anytime by notifying the User electronically or in written form and by giving a notice period of one (1) week. Any agreements on Confidentiality and Non-Disclosure between User and FSC GD shall remain unaffected. FSC GD may terminate this Agreement with immediate effect if:
  - 6.3.1. it is deemed necessary to maintain the credibility, reputation, good name or any other important asset of FSC GD or the FSC Network and the FSC Certification Scheme, and/or
  - 6.3.2. the User is in breach of the terms and conditions stated herein.
- 6.4. FSC GD reserves the right to close the eTrainingPlatform and the connected services at its own discretion at any time. In such event, User will be informed, and the existing Agreement will thereby be terminated. Any agreements on confidentiality and non-disclosure between User and FSC GD shall remain unaffected.

## **7. Miscellaneous**

- 7.1. FSC GD reserves the right to modify these terms and conditions at any time and at its own discretion. In such a case, FSC will notify the User thereof in writing by sending an automated email in a timely manner prior to such changes and allowing the User to object to the changes within two (2) weeks. If User does not object within this time, the new terms and conditions shall be deemed accepted by the User provided that FSC GD has notified the User about the consequence of not objecting to the changes in the automated e-mail notification.
- 7.2. Should any provision of this Agreement, or any provision incorporated into this agreement in the future, be or become invalid or unenforceable, or should this Agreement contain an omission, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby.
- 7.3. The invalid or unenforceable provision shall be deemed to be substituted by a suitable



and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision.

- 7.4. In case of an omission a suitable and equitable provision shall be deemed to have been agreed upon which reflects what in the light of the economic intent and purpose of this agreement would have been agreed upon if the matter would have been considered.

## **8. Applicable Law & Jurisdiction, ADR**

- 8.1. Any claim, dispute or matter arising under or in connection with this Agreement shall be governed and construed in all respects by the laws of Germany.
- 8.2. The Parties shall settle amicably through direct negotiations any dispute, controversy or claim arising out of or relating to the present Agreement.
- 8.3. Any ongoing disputes shall be finally settled according to the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the German Institution of Arbitration e.V. ([www.dis-arb.de](http://www.dis-arb.de)) without recourse to the ordinary courts of law. § 1059 ZPO (German Civil Law Procedure) shall remain unaffected. The place of arbitration shall be Cologne, Germany. The arbitration tribunal shall consist of one arbitrator. The substantive law of Germany shall be applicable to the dispute. The language of the arbitration proceedings shall be English.

## **B. Contact Information**

E-mail: [training@fsc.org](mailto:training@fsc.org)

Postal Address and further company details:

FSC Global Development GmbH, Adenauerallee 134, 53113 Bonn, Germany Phone: 0049 (0) 228 36766 0, Fax: 0049 (0) 228 36766 30  
Managing Director: Kim Bering Becker Carstensen  
Commercial register: Bonn HRB 15990  
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IT Development and Maintenance:

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