



Directory of Certified Organic Operators

General Terms and Conditions

Last updated on 25st May 2018

I. Purpose of bioC GmbH

bioC GmbH (bioC) provides an Internet register of certified organic agricultural companies at www.bioC.info, which complies with the requirements of the named government regulations and private standards.

Unless otherwise indicated, data on organic agricultural companies may be accessed using the bioC search function. The following statements apply to any organic agricultural company found in this way:

- the company is registered for control procedures in accordance with relevant government regulations and/or private standards; and
- the company's control body is a participant in this project and supplies the required data.

II. Guarantee

The organic control bodies are responsible for the accuracy of the data they supply regarding the certification status of companies. bioC solely provides the Internet platform service.

The organic control bodies ensure that the data is current, and check it for accuracy at least once per quarter. In the event that a company no longer meets the requirements necessary to market products labelled with organic farming reference information, the organic control bodies are obligated to either 1) immediately remove the company from the database or 2) immediately update the data for said company in the register in order to reflect the new circumstances.

III. Entry into list usage contract

The user enters into contract with bioC when the user 1) agrees to these General Terms and Conditions online at www.bioC.info and 2) the listing and notification function is activated. The current Service Description and *bioC Account Usage Fee List* form a valid part of this contract.

Any changes announced regarding the bioC Account Usage Fee List will enter into effect at the beginning of the following year. An email detailing the changes will be sent to the email address provided by the user at least three months prior to entry into force of the changes.

The user may terminate the contract at the end of the calendar year after providing a notice of cancellation no later than the 30th of November. At the end of the year, any company lists compiled by the user will be deleted and the notification function will be deactivated.

Amendments and additions to the contract must appear in writing in order to be legally binding. Any supplementary verbal agreements made in the past are invalid.

IV. Data security

The details recorded by the user when opening a bioC account enable the user to access the service provided as well as the corresponding business processing by bioC GmbH. Data stored in the user's account are solely for the user's personal information.

All personal data will be treated confidentially. The data will be processed and used in strict compliance with the applicable regulations. By accepting the General Terms and Conditions of



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Business and Use, you agree to the data processing necessary for the business transaction (Art. 6 Para. 1 S. 1 lit. b GDPR). Furthermore, with your express consent (e.g. newsletter or customer account), the data will be used for the purpose of future customer service and customer care (own advertising purposes) (Art. 6 Para. 1 S. 1 lit. a GDPR). You are entitled to revoke your consent at any time.

bioC GmbH uses the SSL protocol for the transfer of your data. This encrypts your data during transmission (128bit) to prevent access by third parties during the transmission process.

Details and data stored by the user can neither be accessed by third parties nor will it be shared with third parties. To ensure the security of user data, bioC employs physical, electronic, and technical security measures. The security of the user's bioC account will, however, also depend on the strength of the password chosen by the user and how well the user protects this password.

Further information on data protection can be found in our data protection declaration at www.bioC.info/Datenschutz.

V. Liability disclaimer

The data in the register are compiled and maintained very carefully. However, irrespective of the legal basis of claims, the operators of the register cannot accept liability for the accuracy and completeness of the data nor for the accessibility of the Internet platform.

bioC is not liable for incomplete, inaccurate, and/or out-of-date data, which have been entered into the register or passed on to bioC by organic control bodies.

The appearance of a company in the Internet register does not represent sufficient guarantee that all the products marketed by the company in question have been produced and/or processed in accordance with official organic production and/or processing regulations. The company marketing the products is itself responsible for ensuring that its products are labelled correctly and that accompanying documentation accurately reflects their organic status.

VI. Copyright

The bioC Internet platform and its contents are subject to copyright protection. Commercial use of the data as well as incorporation into the electronic information systems of third parties, either in whole or in part, is strictly prohibited.

VII. Fees

The listing and notification feature is available to all operators listed in the bioC register. An annual fee calculated based on the size of the list(s) (yearly average number of companies on all the user's lists) and the *bioC Account Usage Fee List* will be charged at the end of the calendar year.

If entry into a usage contract for the listing and notification feature takes place in the middle of a year, the fee will be calculated according to the number of remaining months of that year. Each remaining month will cost 1/12 of the annual fee.

Companies that are not listed in the bioC database may also use the listing and notification feature. These companies are required to pay an additional, annual flat fee of 50 euros to be charged at the end of the year.



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VIII. Payments

Upon receipt invoices must be paid in full to the account provided by bioC. If the user defaults on a payment either in full or in part, the user is required to pay default interest starting at the time of default at a rate of 5 per cent per annum above the base rate of the European Central Bank, unless bioC produces evidence of still higher losses.

IX. Place of performance and jurisdiction

The place of performance and jurisdiction for both contractual parties is Frankfurt am Main. This contract is subject to German law.

X. Miscellaneous

Should any individual clause of these General Terms and Conditions be or become void, the remaining clauses of these General Terms and Conditions will remain completely valid.



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bioC Account Usage Fee List

bioC account usage fee for businesses

The fee is calculated according to the size of the compiled company lists.

Up to five companies free of charge

Usage is free for users with a total of less than six companies spread across all their lists.

Basic flat fee

The basic flat fee is 50 euros. Users paying the basic flat fee may have a total of 25 companies spread across all their lists.

Fees above 26 companies

Each additional company costs an additional two (2) euro.

Users who are not listed in the bioC database as an inspected company are required to pay an additional flat fee of 50 euros per year to manage their lists.

Invoices are based on the total average number of companies spread across all the user's lists.

All fees are exclusive of VAT. Fees are charged at the end of the calendar year. For annual amounts over 200 Euro bioC GmbH reserves the right to a half-yearly and for annual amounts over 400 Euro a quarterly installment invoice.

Any changes announced regarding *bioC Account Usage Fees* will enter into effect at the beginning of the following year. An email detailing the changes will be sent to the email address provided by the user at least three months prior to entry into force of the changes.

bioC GmbH

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bioC Account Service Description

Supplier lists

Users may make use of bioC's listing and notification feature to search for companies and add them to a company list. The date a company is added is then recorded in the respective list.

Only certified organic companies can be added to a list. This means that their records display at least one product or product category with the status "organic" or "conversion good".

If a company is no longer listed in the bioC database under its control number or unique identification number under which it was added to the list the company is moved to a separate area of the list with an explanation for the change. Simultaneously, a notification email with details of the status change is sent to the email address supplied by the user.

Product monitoring

It is also possible to monitor single products listed on the certificate automatically. The monitored products are stored in the vendor list with the respective supplier. Once a product no longer appears on the certificate of the relevant standards, this is indicated in the vendor list. At the same time the user will receive a notification email with the appropriate information to the email address deposited by him.

Before purchasing from this company again, the user should check with the company's control body whether the company is still being monitored and inspected and is still authorized to label products as organic.

The appearance of a company in the Internet register does not represent sufficient guarantee that all the products marketed by the company in question have been produced and/or processed in accordance with official organic production and/or processing regulations. The company marketing the goods is itself responsible for ensuring that its products are labelled correctly and that accompanying documentation accurately reflects their organic status.

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