

General Business and Usage Terms of IFS Management GmbH ("IFS Management") for the IFS Retailer Portal and the Application Programming Interface



I. Preamble

The object of business of IFS Management is the commercial business operation of the International Featured Standards („IFS“). IFS primarily serves the examination of standards of product safety and quality of the producers of food and other products (e.g. cosmetics, packaging materials, etc.) as well as of services such as logistics and trade activities for example. Auditing in accordance with IFS is carried out by auditors who are authorised for IFS Audits.

The commercial business operation of IFS includes the maintenance of the website under the domain www.ifs-certification.com by IFS Management. This website also includes an area, which is allocated to the food retailers, which procure or intend to procure the goods from suppliers that are IFS certified (hereinafter individually and jointly „Retailer“), (hereinafter „IFS Retailer Portal“). In addition, the website offers Retailers access to the data of interest via API. The following General Business and Usage Terms stipulate the conditions where Retailers may use the IFS Retailer Portal and/or the API.

II. Object and changes to the General Business and Usage Terms

1. Object of the General Business and Usage Terms

These Business and Usage Terms regulate the manner in which Retailers may use the IFS Retailer Portal and the API, the offer of services and their availability as well as the rights and obligations of IFS Management.

The details concerning the availability and use of the IFS Retailer Portal as well as the API will be exclusively regulated by these Business and Usage Terms subject to possible individual contractual agreements, which have to be agreed in writing.

You can obtain information relating to IFS Management here <https://www.ifs-certification.com>.

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Value added tax ID: DE 278799213

2. Changes to the General Business and Usage Terms

IFS Management reserves the right to change these Business and Usage Terms at all times, including during existing contractual relationships. IFS Management will inform the Retailer of such changes at least 30 (thirty) calendar days before the planned commencement of the change. Insofar as the Retailer does not object to the change in writing, the change shall be deemed as effectively agreed from commencement.

III. Services and contents of the IFS Retailer portal and the API

1. The aim of the IFS Retailer Portal and the API is to give the Retailer the possibility to inform itself about suppliers that are certified or assessed according to IFS respectively and to search for such suppliers („Contractual Purpose“). IFS Management is at liberty to change the search criteria at all times and without prior information.
2. The Retailer is not entitled to the use of the services of the IFS Retailer Portal and the API. IFS Management may stop and/or temporarily restrict its services at any time without prior warning, especially if this is necessary with regard to capacity limits, the security or integrity of the servers used for the IFS Retailer Portal and the API, or in order to carry out technical measures which serve the proper or improved provision of the services (maintenance work). In these cases, IFS Management will take the justified interests of the user into consideration, such as e.g. by advance information insofar as this is possible.

IV. Registration, conclusion of contract, contractual term

1. Registration to the IFS Retailer Portal and the API

- a) Registration for the IFS Retailer Portal and the API is carried out online via the website of IFS Management where the corresponding registration form is located.
- b) Exclusively retailers are authorized to register, i.e. individuals or legal entities, whose business activity consists of procuring goods and selling these to end customers or end consumers.
- c) The Retailer agrees to enter all data necessary for registration, in full and truthfully. In case of a subsequent change, the Retailer agrees to update the database by sending a report to IFS Management. This report must be sent by e-mail to: info@ifs-certification.com.

2. Conclusion of contract

- a) By sending the fully completed registration form the Retailer (i) submits an offer to IFS Management for the conclusion of a contract and (ii) agrees to use the data accessed via the IFS Retailer Portal and the API („Contractual Data“) only for the Contractual Purpose.

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b) The contract is concluded by the acceptance of the offer after examination of the accuracy and completeness of the data entered during the registration process by IFS Management by e-mail.

c) IFS Management is entitled to reject the offer if the Retailer does not concern a retail trader or the data entered during the registration process does not correspond with the truth.

If IFS Management accepts the offer, the Retailer will receive a confirmation e-mail from IFS Management informing the Retailer that they were activated in the IFS Retailer Portal and/or the API. Access to the IFS Retailer Portal as well as to the API may exclusively be carried out by the Retailer itself or by authorized employees from the company. If there is a possibility that unauthorized third parties have gained or will gain knowledge of the access data, IFS Management is to be informed immediately. The Retailer will be liable for third party use within the framework of the statutory regulations.

d) The contract for use with IFS Management cannot be transferred to third parties. If the Retailer wishes to grant an external service provider access to the IFS Retailer Portal or to the API, the Retailer requires prior written consent from IFS Management. Furthermore, the service provider has to agree in writing to only use the Contractual Data to support the Retailer to reach the Contractual Purpose.

3. Contractual term and termination

a) The contract for use will apply for an unlimited period of time.

b) The Retailer can terminate the contract for use by e-mail at any time without notice and without stating any reasons.

c) IFS Management can terminate the contract with effect from the day on which the changes of these General Business and Usage Terms (see II. 2) commence in case the Retailer objects to such changes. IFS Management can further terminate the contract without notice and without stating a reason in case IFS Management decides to stop offering the contractual services for all retailers for good. If IFS Management continues its contractual services, IFS Management can terminate the contract with a period of notice of one week for an important reason. Examples of important reasons are:

- the Retailer forwards data of suppliers, which it has received via the IFS Retailer Portal and/or through the API, to third parties without the prior, written consent of the supplier
- the Retailer has entered false or already existing contact details
- the Retailer assigns its contract with IFS Management to a third party or unauthorized third parties who are granted access to the IFS Retailer Portal and the API via its user account
- that the Retailer violates statutory and contractual regulations and/or rights, in particular data protection rights of third parties

- the Retailer abuses the services of IFS Management,
- the Retailer repeatedly breaches the General Business Terms of IFS Management

d) The contractual relationship will end when the termination becomes effective, and the Retailer may no longer use its access, or when IFS Management stops the contractual services for good.

e) IFS Management is entitled to deactivate all data and information, which were produced within the framework of the use, immediately after the termination becomes effective and after the expiry of possible statutory reservation obligations.

V. Consent of the Retailer

With the registration to the IFS Retailer Portal and/or the API, the Retailer grants IFS Management the right to be contacted by e-mail, in particular in the event of technical modifications to the IFS Retailer Portal and the API, or to notify about new developments from IFS or about new offers for Retailers.

Furthermore, the Retailer grants IFS Management the right to monitor the Retailer's use of the API for compliance purposes.

VI. Rights and obligations of the Retailer and IFS Management, sanctions and blocking of access

1. Rights and obligations of the Retailer

a) The Retailer is entitled to download the data made available to it by IFS Management via the IFS Retailer Portal and through the API and to use these internally within the company. In this context, the Retailer is entitled to forward this data to employees within its own company or to make these accessible to such employees insofar as this is necessary for the business flow of the Retailer and insofar as it is ensured that the data is not forwarded or made accessible to unauthorized third parties, in particular persons, who are not employed at the Retailer.

b) The Retailer is explicitly forbidden from forwarding the data made available to it by IFS Management via the IFS Retailer Portal and/or the API to third parties. Forwarding is only possible after obtaining prior written consent of the supplier, to which the data refers. The supplier cannot globally waive the approval pre-requisite in advance.

c) The Retailer shall comply with the technical documentation and usage guidelines provided by IFS Management in connection with the API.

d) The Retailer is forbidden from all activities in connection with the IFS Retailer Portal and the API, which violate applicable law, infringe rights of third parties and breach the principles of data and youth protection.

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- e) The Retailer is also prohibited from all acts, which intentionally or unintentionally impair the smooth operation of the IFS Retailer Portal and the API, in particular when putting excessive pressure on the systems of IFS Management.
- f) Insofar as a claim is asserted against IFS Management by third parties due to an act of the Retailer which infringes a right, the Retailer agrees to indemnify IFS Management from these claims.
- g) Should the Retailer become aware of illegal, improper use in breach of the contract or other unauthorized use of the IFS Retailer Portal and/or the API, it undertakes to report this to IFS Management immediately.

VII. Copyrights and liability for links

1. Copyrights

The contents available within the framework of the IFS Retailer Portal and through the API, insofar as these do not concern those of the Retailer, are subject to German copyright law. The contents are respectively owned by IFS Management or other third parties, which have given us the right of use and of exploitation of the respective contents available to IFS Management. The reproduction, editing, distribution as well as all other types of exploitation of these contents require the written consent of IFS Management. Downloads and copies of these contents are only permitted for internal business and not for commercial use.

With regard to the contents of other third parties (so-called third-party contents) IFS Management does not carry out any examination for completeness, accuracy and lawful nature and therefore does not assume any liability or warranty for the completeness, accuracy, lawful nature and actuality of the third-party contents. Third-party contents are separately marked contents. Should the Retailer become aware of an infringement of copyright, it undertakes to inform IFS Management hereof accordingly. In case infringements of rights become known IFS Management will remove such contents immediately.

IFS Management retains all rights, title, and interest in and to the API and any modifications, improvements, and/or enhancements thereto.

2. Liability for links and provided data

The offer of IFS Management can include links to external websites of third parties, on which IFS Management has no influence. Therefore, IFS Management does not assume any warranty for these third-party contents. The respective provider or operator of the sites is always responsible for the contents of the linked sites. The linked sites are examined by IFS Management for possible breaches of rights at the time

of the link. A permanent control of contents is however not deemed reasonable without concrete indications of an infringement of rights. If an infringement of rights becomes known, IFS Management will remove the corresponding link immediately.

The data available within the framework of the IFS Retailer Portal and through the API has been researched and implemented with the greatest possible care by IFS Management. IFS Management makes every effort to ensure that the information is up-to-date, correct and complete. Nevertheless, the occurrence of possible errors cannot be ruled out. Despite careful checking, no liability can therefore be accepted as to whether this data is accurate, complete and up-to-date. In particular, IFS Management accepts no liability whatsoever for any damage or consequences arising from the direct or indirect use of the data provided. Any comments and corrections concerning the data can be sent to info@ifs-certification.com.

VIII. Data protection, other provisions

1. Data protection

The personal data of the Retailer possibly collected by IFS Management within the framework of the registration and the use of the IFS Retailer Portal and the API will only be collected, stored and processed, insofar as this is permitted for the provision of the services as per contract and by statutory regulations or has been ordered by the legislator or which the Retailer has declared its consent in advance. IFS Management will treat the data confidentially as well as in compliance with the provisions of the applicable data protection law and not forward these to third parties.

2. Written form requirement

Insofar as not explicitly otherwise stated in these General Business and Usage Terms, all declarations are to be submitted by e-mail within the framework of the use of the IFS Retailer Portal and the API. The e-mail address of IFS Management is: info@ifs-certification.com.

3. Severability clause

Should one provision of the General Business and Usage Terms be or become invalid, this shall have no effect on the legal validity of the other provisions. A valid provision shall as agreed to replace the invalid provision, which shall as far as possible correspond with the commercial intention of the parties.

4. Applicable law

These General Business and Usage Terms are subject to the law of the Federal Republic of Germany.

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5. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from these General Business and Usage Terms, insofar as such a place of jurisdiction agreement is permitted, is the registered seat of IFS Management.

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