

SBP Data Transfer System (DTS) Terms and Conditions of Use

Definition of key words and phrases used in the DTS Terms and Conditions of Use

Accreditation Body: an independent organisation qualified to assess the suitability and qualification of Certification Bodies for the DTS.

Certification Body: An independent, third-party organisation that performs certification services and which may be the object of accreditation.

Data: the information (including dates, names, quantities, selections from pre-defined lists and any other text or numbers) you provide to the DTS, or otherwise share with us.

DTS (Data Transfer System Service): a secure, online data collection and sharing service provided to SBP Certificate Holders to permit the recording of SBP Transaction Claims.

DTS Service Provider: GTS Global Traceability Solutions GmbH, or such other DTS software service provider as SBP nominate from time to time to deliver the DTS.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Online Software and Materials: all software and materials and any other Intellectual Property Rights, including (but not limited to) DTS software which are owned by the DTS Service Provider and provided to the User strictly for the purpose of the User submitting and reviewing User Data.

SBP (Sustainable Biomass Program): is a unique certification scheme designed for woody biomass, mostly in the form of wood pellets and woodchips, used in industrial, large-scale energy production.

SBP Certificate Holder: an organisation with a current, valid SBP Certificate.

SBP Claim: can be one of either SBP-controlled or SBP-Compliant.

SBP Certificate: an SBP certificate issued by an SBP-approved Certification Body.

SBP Certification System: the combination of SBP's Framework (of standards and controls) and processes and capabilities, which together make it possible to produce and trade industrial biomass with reliable and widely recognised claims describing its environmental and social impact.

SBP Transaction Claims: describe a mass (in metric tonnes) of SBP certified material passing from the control of one SBP Certificate Holder to another. A valid SBP Transaction Claim must also contain details of the supplier, the customer, the date of the transaction, the type of material (pellets or chips), production batch ID and the SBP Claim.

User: a person (as both (i) an individual user and (ii) an authorised representative of the company you represent) in possession of valid DTS login details (username and password), permitting use of DTS.

The following terms and conditions only apply if you are a user of the DTS

The DTS is operated by the Sustainable Biomass Program (**we/our/us/SBP**) a Company registered in England (Company Number: 8793480). The Online Software and Materials are provided by the DTS Service Provider.

By registering as a User of the DTS you (**you/your**) hereby agree to be bound by, and comply with: (a) these Terms and Conditions of Use, together with all documents referred to herein; (b) any terms of use terms applicable in respect of the Online Software and Materials implemented by DTS Service Provider, a copy of these terms being available at GTS terms of use [Conditions of Use](#); (c) the terms and conditions from the SBP Trade Mark Licence Agreement, signed by every SBP Certificate Holder prior to receiving a certificate; (d) the SBP privacy policy (found at [Privacy Policy](#)); and (e) SBP website terms of use [Website Terms of Use](#) (collectively, the **Terms of Use**).

These Terms of Use shall govern the provision and use of the DTS to the entire exclusion of all other terms or conditions.

You accept the Terms of Use, policies and disclaimers when you use the DTS, so please read them carefully. If you don't agree with them, please don't use the DTS. If you are using the DTS for a company or organisation, you are agreeing to the Terms of Use on behalf of that company or organisation. Please check that you are allowed to do so before agreeing. Amendments apply from the date we publish them, so please also check these before you use the DTS.

DTS

The DTS is designed to allow SBP Transaction Claims to be recorded and passed from one SBP Certificate Holder to another. The DTS makes it possible for a User to record details of any Certified Biomass being sold to their customer to which an SBP Claim is attached. The DTS keeps a record of each SBP Transaction Claim made and this allows the SBP to administer the [SBP Certification System](#).

A. Your Data, your rights and the DTS

1. When you use the DTS you will need to provide us with certain information in respect of you, SBP Transaction Claims being made by you and certain other information relating to conduct of your business activity (your **Data**). Your Data remains yours, and using the DTS does not give us rights in any of your Data, other than for the purposes of us providing the DTS and in order to administer the SBP Certification System, as outlined in these Terms.

2. By using the DTS you grant us permission to store and process your Data that you have entered into the DTS. You hereby agree that:

- a) your Data may be processed and stored outside the European Economic Area;
- b) your Data is accurate, up to date and complete;
- c) your Data does not at any time infringe the rights of any third party (including any third party's Intellectual Property Rights; the submission of such Data does not breach any obligation of confidentiality owed to a third party; and you have all rights and entitlements required to submit your Data to the DTS); and
- d) you will be fully responsible for the accuracy, completeness and lawfulness of your Data and acknowledge that we do not provide any statement, warranty and/or representation in respect of any data submitted by any third party;

- e) we shall not be responsible for the validation and/or assessment of any Data submitted by you and/or any other User. It is your responsibility to assess and review any data submitted on to the DTS by third parties; and
- f) your Data will not include any defamatory, obscene or unlawful content.

3. You acknowledge and agree that we may use selected third parties to deliver the DTS. You further acknowledge and agree that we shall be entitled to share your Data with such selected third parties (including the DTS Service Provider) for the purposes of you enjoying the benefit of the DTS. We shall use all reasonable endeavours to procure that such selected third parties are bound to maintain the confidentiality of your Data and we undertake not to share your Data with any third parties beyond those we need to deliver the DTS.

4. The DTS provides the capability for you to exchange, access and export your Data. It is a condition of your access to the DTS that you shall be responsible for creating a User account via the Online Software and Materials (**Account Details**). You shall ensure that your Account Details are kept secure and confidential at all times and that no third party is granted unauthorised access to the DTS by use of your Account Details. Without prejudice to the foregoing, you shall be responsible for the actions and omissions of any party accessing the DTS by use of your Account Details. You acknowledge and agree that we do not verify the identity of any other User of the DTS. We will never use or share your Data except to effectively manage the SBP Certification System. That may include:

- 1. calculation of fees for your participation in the SBP Certification System;
- 2. liaising with the SBP Certification System's Accreditation Body;
- 3. providing aggregated SBP Certification System performance data to SBP management (and other stakeholders), where no specific SBP Certificate Holder is identifiable; and
- 4. SBP Certificate Holder's Certification Body shall have access to all SBP Certificate Holder's Data where they have an SBP Claim in the DTS. The SBP Certificate Holder will be asked to accept a business relationship invitation with the Certification Body, before the Certification Body gains access to the SBP Certificate Holder's Data.

5. Without prejudice to clause E.7, SBP shall have no liability to you whatsoever whether in contract, tort (including for negligence or breach of statutory duty) misrepresentation or otherwise for any loss, cost, expense, damages, fines, expenses, liability or any loss of awards or subsidies (whatsoever or howsoever occurring) that you incur or suffer as a result of or in connection with: (a) any inaccurate, incomplete or unlawful data being stored or processed on the DTS; and/or (b) your reliance on the accuracy and/or completeness any third party data on the DTS.

6. In addition to the above, SBP shall not be liable to the SBP Certificate Holder to the extent that the SBP Certificate Holder suffers any loss due to any leakage of information through the Certification Body's account. The SBP Certificate Holder acknowledges that such loss or leakage cannot be controlled or monitored by SBP.

B. Your responsibilities

- 1. You must be a current SBP Certificate Holder to use the DTS (and must have paid any fees due to maintain the validity of a SBP Certificate).
- 2. Any SBP Transaction Claims recorded against your SBP Certificate number under your Account Details will be deemed to be valid and included in relevant assessments of conformity with the SBP Certification System (including determination of fees). If you suspect that your login details are known by someone who should not know it, you must change it immediately.

3. You must only use the DTS for its intended purpose, that is, to create and receive SBP Transaction Claims from other Users. You shall not:

- a) use the Online Software and Materials to provide services to third parties; or license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Online Software and Materials available to any third party without SBP's written consent;
- b) attempt to obtain, or assist third parties in obtaining, access to the Online Software and Materials;
- c) seek to reverse engineer, disassemble or otherwise to reduce the the Online Software and Materials to human readable form;
- d) distribute or disseminate or distribute any data or information made available or accessible through the DTS to any third party; and
- e) introduce, transmit or distribute any virus, malware, software code or any other device which seeks to impair or otherwise adversely affect the DTS.

4. You must allow us to contact you about changes to the DTS by email.

5. You agree that by sharing Data with other Users of DTS, you grant a fully-paid up, worldwide, non-exclusive, transferable, royalty-free, perpetual licence allowing those Users to make use of the shared Data. You warrant that you have the rights entitled necessary to submit the Data to DTS and that you have obtained all Intellectual Property Rights clearances in advance of your submission.

6. You agree to grant a fully-paid up, worldwide, non-exclusive, transferable, royalty-free perpetual licence to SBP allowing any Data you submit to the DTS to be used in the administration of the SBP Certification System.

7. You agree to indemnify, keep identified and hold us, our Directors, Officers, Servants and Employees (together being our "Affiliates"), harmless against any damages, losses, costs and expenses (including reasonable legal fees) incurred or suffered by us or our Affiliates as a result of, or in connection with, (i) any claim or action brought against us alleging that your Data infringes the rights of any third party (including any Intellectual Property Rights of a third party) (ii) your inappropriate and/or unlawful use of the DTS, (iii) for any breach by you the Terms of Use; (v) your breach of any applicable laws; and (v) any claim or action brought by a third party against us out of your use of the DTS. For the purpose of this clause we contract for ourselves and as trustees for our Directors, Officers, Servants and Employees.

C. Our responsibilities

1. Subject to clause E.3 and E.11, we will use reasonable endeavours to make the DTS available for your use at all times (however you acknowledge and agree that we provide no warranty or representation that DTS will operate error free or without interruption).

2. We acknowledge that your Data may contain "Personal data" and we shall safely store your Data and keep it strictly confidential in accordance with the Data Protection Act 1998 (as amended, replaced or ren-enacted from time to time) (DPA) and Regulation (EU) 2016/679 known as the General Data Protection Regulation (GDPR). Terms defined in GDPR shall have the meaning given to them under the GDPR.

3. You agree that we are each a controller of any personal data contained in your Data and that we are each responsible for our compliance with the DPA and GDPR in respect of your Data including

without limitation in respect of the exercising of data subjects' rights and the provision of information to data subjects.

4. You are responsible for ensuring that you have entered into appropriate data sharing arrangements for the purposes of the DPA and the GDPR with the DTS Service Provider in respect of your Data.

5. If you request, we shall delete any "Personal Data" which identifies you in accordance with Article 17 of GDPR. If you want any "Personal Data" removed from the DTS, you must send a request to dts@sbp-cert.org with the relevant details.

D. If things change, or go wrong

1. You can stop using the DTS at any time. Any fees you have already paid (associated with maintaining your SBP Certificate) will not be refunded.

2. If we do not receive payment of agreed fees (e.g. SBP license fees, fees for the maintenance of your SBP Certificate, etc.) by the agreed date, we have the right to restrict or block your access to the DTS until payment in full is received.

3. We reserve the right to amend these Terms of Use at any time, provided always that we provide you with no less than 30 days' written notice prior to any such change being effected. Notification of such changes will be sent to the email address indicated by each user. Should a DTS user not agree to an amendment intended by SBP, the DTS user has the right to object to such amendment within one month after notification in writing. If the DTS user objects in time, SBP is entitled to exclude the DTS user from future use of the DTS with a notice of one month.

E. Other points, and disclaimers

1. We reserve the right to monitor your use of the DTS.

2. We reserve the right to disclose any Data required by applicable laws to the relevant authorities; we will let you know if we are asked to do this (subject to any restrictions under applicable laws).

3. We reserve the right to stop your use of the DTS at any time and for any reason.

4. We reserve the right to change our fees, these Terms of Use and other relevant policies at any time, upon the provision of prior written notice to you. Without prejudice to clauses A.5, E.6, E.7 and E.8 our aggregate liability under these Terms of Use, whether in contract, tort (including for negligence or breach of statutory duty) misrepresentation or otherwise shall be limited, in the case that we charge you for use of the DTS, to the fees you have paid us in the 12 months prior to any claim or €10,000 (whichever is the lower).

5. These Terms of Use should be read in conjunction with all other relevant documents describing the SBP Certification System.

6. We shall not be responsible for the consequences to you of unauthorised access to the DTS, nor the consequences of any inaccurate threatening, defamatory, obscene, offensive or illegal content provided by a third party.

7. Notwithstanding any other provision of these Terms of Use, we do not exclude any liability of ours for death or personal injury caused by our negligence nor for our fraud.

8. Subject to clauses A.5, E.6 and E.7, in no event shall we be liable to you for any loss of profit, loss of revenue, goodwill, business opportunity or any other indirect loss and damage however caused.

9. Except as expressly set out in these Terms of Use, all warranties, conditions and representations relating to the DTS, whether express or implied, are excluded to the maximum extent permitted by law.

10. The User acknowledges and agrees that the content and extent of the DTS is dependent upon your compliance with the DTS Service provider's Terms of Use and the provision by the DTS Services Provider of the Online Software and Materials. The User acknowledges and agrees that we shall not be liable for any failure by the DTS Service Provider in respect of the content and functionality it provides.

11. We do not warrant that the use of the DTS will be uninterrupted or error-free. The User accepts that the DTS has not been developed to meet the individual requirements of the User. No representation or warranty is given by SBP that faults will be fixed, or will be fixed within a specified period of time.

12. Among the services available on the DTS, there may also be services from third parties to which we and/or the Service Provider facilitates access. For the use of such services – each identified as third-party services – there may be additional and/or differing provisions from these Terms of Use.

13. These Terms are subject to English law and you agree to submit to the exclusive jurisdiction of the English courts in connection with any dispute, whether relating to contractual matters or otherwise.