

Terms of Use of The International Trade Centre's Certified Business Registry

1. The International Trade Centre ("**ITC**") is the joint technical cooperation agency of the World Trade Organization and the United Nations, and headquartered in Geneva, Switzerland.
2. The "**Counterpart**" is the entity providing data on its businesses and/or projects and their related sustainability credentials to ITC.
3. ITC has created and holds all proprietary rights in the "**Certified Business Registry**". The Certified Business Registry is a digital solution for increasing the transparency and profile of the sustainability-related credentials of small businesses that are engaged in international trade.
4. The Certified Business Registry "**Toolkit**" is a secured infrastructure for the **Counterpart** to store, manage, visualize and share dataset(s) of businesses and/or projects and their related sustainability credentials.
5. The "**ITC Tools**" is a range of online tools to make global trade more transparent and facilitate access to markets. ITC Tools help users to identify export and import opportunities, compare market-access requirements, monitor national trade performance, and make well-informed trade decisions.
6. "**Data**" is data from the "Counterpart" that is publicly available, and/or is data that the Counterpart shares with ITC through the Certified Business Registry Toolkit.
7. These Terms of Use ("**ToU**") shall govern the legal relationship between ITC and the Counterpart, in particular with respect to the Counterpart's provision of data to ITC, the standards for the provision and processing of such data, and the inclusion of that data in the Certified Business Registry and ITC Tools.
8. The Counterpart grants to ITC a licence to use, reproduce and/or process the Data.
9. By engaging with ITC, the Counterpart shall have individual access to the Certified Business Registry "**Toolkit**" for its own use. This Toolkit will enable the Counterpart to access a secure platform to store and manage basic data of certified entities, leverage an interactive interface to visualize the Data up-loaded, and the possibility to share Data through an Application Programming Interface ("**API**"). The counterpart will be able to define which properties of their dataset can be shared publicly and/or with pre-defined, authorized partners via a standardized API interface, exposed by the system.
10. If the Counterpart is, or at any time becomes, aware of any material changes to any data it provides to ITC, it shall immediately inform ITC of such changes.
11. If the Counterpart violates or fails to comply with these ToU to the satisfaction of ITC, ITC reserves the right in its sole discretion to terminate its relationship with the Counterpart, either immediately upon ITC's notification of termination, or 30 calendar days after ITC requests the Counterpart to remedy the violation and no remedy is effected.
12. The Counterpart acknowledges and accepts that ITC is not subject to any domestic law, and that the ITC does not waive its privileges and immunities pursuant to its legal status as a joint subsidiary agency of the United Nations and the World Trade Organization.
13. The Counterpart acknowledges and accepts that ITC assumes no liability for any claims against or liabilities of the Counterpart of any kind arising from these ToU, and the Counterpart indemnifies ITC for any claims, liabilities, damages, losses, or costs for which the Counterpart is responsible.

14. The Counterpart acknowledges and accepts that it is solely responsible for any loss to, claim against, or damages incurred by ITC or any third party as a result of: outdated, incorrect, or incomplete information provided by the Counterpart to ITC; and/or the Counterpart's wilful or negligent breach of these ToU.
15. The Counterpart acknowledges and accepts that ITC may revise these ToU in its sole discretion at any time. Such revisions shall become integral to these ToU if, within 30 days of receiving notice thereof, the Counterpart has not notified ITC of its disagreement with the revision.
16. The Counterpart acknowledges and accepts that, in providing the Data to ITC, the Counterpart does not thereby acquire or have any powers or rights, proprietary or otherwise, in the Certified Business Registry.
17. The Counterpart shall not knowingly provide to ITC any information, or make any claims, that are not objectively verifiable. Upon request by ITC, the Counterpart shall provide ITC with a link to the original source of any information used to identify an entity, and shall verify the validity of the information displayed.
18. Absent the informed consent of the entity concerned, the Counterpart warrants that it shall not provide to ITC any information from or about any entity that could be considered as confidential information, whether financial, proprietary or otherwise.
19. The Counterpart acknowledges and accepts that ITC may process any information that the Counterpart may provide to ITC pursuant to these ToU, including but not limited to the processing of such information for its eventual inclusion in the ITC Tools.
20. Whenever a Counterpart provides an entity's data to ITC, and ITC publishes that entity's profile on the ITC Tools, the Counterpart shall inform that entity. The Counterpart shall also inform such entity that the entity may either request the Counterpart to correct the entity's profile on the ITC Tools, or request that its profile not be displayed on the ITC tools. The Counterpart shall implement the requests of the entity.
21. The Counterpart undertakes to notify ITC of any inaccurate or misleading information that is published by ITC from time to time, including but not limited to any inaccuracies of the contact details and/or geolocation of the Counterpart.
22. The Counterpart agrees to provide to ITC information that ITC is required to submit to its auditors.
23. The Counterpart shall not use the name or emblem of ITC without the prior approval of ITC.
24. The Counterpart shall not be entitled to any consideration, financial or otherwise.
25. *[This provision must be included only when the Counterpart is located in the EU]* The Counterpart understands and accepts that ITC is not subject to any domestic law, including the GDPR, which purports to regulate personal data.
26. The Counterpart confirms that it has a data protection policy in place that meets the legal requirements applicable to it, within the legal jurisdiction(s) in which it conducts operations, and that it will apply such a policy to any data it shares with, or receives from, ITC or any Third Party.
27. The Counterpart confirms and guarantees that its data collection, access, processing, analysis or other use is lawful, legitimate and fair, in accordance with the principles of good faith and proportionality, and is carried out in conformity with the applicable laws or regulations on data protection and privacy within the legal jurisdiction(s) in which it conducts operations.

28. Should any dispute arise between the ITC and the Counterpart under these ToUs, they shall endeavour to resolve them amicably. Where an amicable resolution is not possible, either party may refer the dispute to arbitration in accordance with the UNCITRAL Arbitration Rules.

29. These ToU shall enter into force with respect to the Counterpart on the date that the Counterpart agrees to them. The ToU shall remain valid and in force until 31 December of each calendar year. These ToU shall be presumed to be automatically renewed for a further 12 months, unless otherwise either ITC or the Counterpart notifies the other of its termination of them. Either party may terminate these ToU's at any time and without notice period. Upon termination for whatever reason, ITC shall permanently delete all data records in the Registry, remove data originating from the Counterpart from any ITC Tools that might reference them and disable API services & keys assigned to the Counterpart's data.

30. By [clicking "I agree" below], the Counterpart agrees to these ToU and undertakes to comply with its provisions.