

General Terms & Conditions

YOU MUST AGREE TO ACCEPT THESE GENERAL TERMS AND CONDITIONS BEFORE YOU USE ANY SCHEME TRADEMARK

ACCEPTANCE: BY USING ANY SCHEME TRADEMARK YOU ACCEPT AND AGREE TO ABIDE BY THESE GENERAL TERMS AND CONDITIONS

1. Are Persons Fully Liable For Use Of A Scheme Trademark?

Yes. Every Person who uses a Scheme Trademark, by using the Scheme Trademark:

- acknowledges that consumers may rely on the inclusion of a Scheme Trademark as a sign that the relevant goods or services comply with Scheme Requirements;
- agrees they are liable and fully responsible for all acts and failures to act caused directly or indirectly by their use of a Scheme Trademark; and
- agrees to be liable to the Scheme Operator, and each applicable Host Country Association, Decision Authority and Accredited Test Facility including an obligation to keep them indemnified from all costs, expenses, losses and liabilities associated with any claim by any Person against the Scheme Operator, or any applicable Host Country Association, Decision Authority or Accredited Test Facility

2. Where does the Scheme operate?

The Scheme Web Site lists the regions in which the Scheme operates

3. Who administers the Scheme?

The Scheme is administered by a Host Country Association in each region as listed on the Scheme Web Site

4. Who can use a Scheme Trademark?

The use of a Scheme Trademark can indicate to consumers and the market in general that the applicable goods or services comply with Scheme Requirements. For this reason, no Person is authorised to use any Scheme Trademark, especially in the case of goods or services being offered for sale, unless they agree:

- to be a Scheme Vendor;
- that their use of a Scheme Trademark is subject to these General Terms and Conditions; and
- they are not authorised to sell any goods or services which use a Scheme Trademark, outside the region and time period specified by the applicable Decision Authority

5. Who Can Sell Goods And Services With A Scheme Trademark?

A Scheme Trademark may not be applied to any goods or services unless:

- the original maker of the goods (or a Person involved in that process) or supplier of the services has been authorised by an applicable Decision Authority to apply that Scheme Trademark to those goods or services as a Scheme Vendor; and
- a Scheme Vendor has ensured that authorisation continues to operate every time the applicable goods or services are sold by any Person

6. What restrictions apply to use of a Scheme Trademark?

A Decision Authority may provide a Scheme Vendor with an authority to use a Scheme Trademark in relation to specified goods or services which have passed testing by an Accredited Test Facility

The authority provided by a Decision Authority may be subject to geographic, temporal or other restrictions or conditions

Each Scheme Vendor must comply with any geographic, temporal or other restrictions or conditions which may be included in the authority provided by a Decision Authority

Each Scheme Vendor must ensure it and all affected third parties cease use of each applicable Scheme Trademark as soon as required under any authority provided by a Decision Authority

7. What Payments Are Involved In The Scheme?

Each Scheme Vendor:

- agrees to pay the applicable Accredited Test Facility the Scheme Vendor Fees, and within the time frames, agreed from time to time between Accredited Test Facility and each Scheme Vendor; and
- must engage separately with applicable Accredited Testing Facility to agree on its claims in relation to goods and services and to produce reports in relation to compliance with Scheme Requirements of particular goods or services, nominated by the Scheme Vendor to the Decision Authority and Accredited Test Facility;
- acknowledges that a portion of fees paid to any Host Country Association, Decision Authority or Accredited Test Facility may be shared with any other Host Country Association, Decision Authority and Accredited Test Facility and the Scheme Operator; and
- is responsible for payment of all taxes and other imposts on fees payable by that Scheme Vendor in relation the Scheme

8. Definitions

In these General Terms & Conditions, the definitions in the Table below apply

Defined Term	Definition
Accredited Test Facility	Each Accredited Test Facility is a suitably qualified expert Person, who is appointed by a Decision Authority with responsibilities for providing testing and initial compliance reports for Scheme Vendors, for a specific region as listed on the Scheme Web Site, and as prescribed under the Scheme Documents.
Decision Authority	Each Decision Authority is a suitably qualified expert Person, who is appointed by the Scheme Operator with responsibilities for supervising testing by Accredited Test Facilities for a specific

	region as listed on the Scheme Web Site, and as prescribed under the Scheme Documents.
Host Country Association	Each Host Country Association is a suitably representative and qualified Person, appointed by the Scheme Operator with responsibilities for administering the Scheme for a specific region as listed on the Scheme Web Site, and as prescribed under the Scheme Documents
Person	Any person in the widest sense, including an individual, partnership, trust, corporation, Government, or department of Government, and any incorporated or unincorporated entity or organisation
Scheme	The IoT Security Trust Mark™ Certification and Labelling Scheme as available from the Scheme Web Site from time to time
Scheme Documents	The following documents, which provide a framework for and govern ongoing operation of the Scheme: <ul style="list-style-type: none"> • IoT Security Trust Mark™ Description of the Scheme • IoT Security Trust Mark™ Vendor Guideline • IoT Security Trust Mark™ Accredited Test Facility Guideline • IoT Security Trust Mark™ Decision Authority Guideline
Scheme Operator	IoT Security Mark Pty Ltd ACN 632 976 080
Scheme Requirements	The requirements which a Scheme Vendor or other user of a Scheme Trademark must satisfy to be able to use a Scheme Trademark, in accordance with all applicable Scheme Documents
Scheme Trademark	Any of the IoT Security Trust Mark™ graphic logos or names as published from time to time on the Scheme Web Site
Scheme Vendor	A manufacturer or supplier of goods or services who agrees to comply with these General Terms and Conditions and all applicable Scheme Documents, and is authorised by a Decision Authority to use a Scheme Trademark
Scheme Web Site	The web site published from time to time by the Scheme Operator for the purposes of the Scheme at www.iotsecuritytrustmark.org