



ISCC Credit Transfer System

- Terms of Use for System Users –

The ISCC Credit Transfer System provides a system for traceability of Sustainable Aviation Fuels (hereinafter: “**SAF**”) transactions and sustainability Claims downstream of SAF delivery. It thereby allows for the transfer of credible sustainability Claims between SAF Suppliers, Aircraft Operators, Logistics Providers and Aviation End-customers. By making use of ‘credits’ (hereinafter: “**Credits**”) as basic units of traceability within the system, participating organisations can transfer SAF Claims via a standardized electronic registry operated by ISCC System GmbH (hereinafter: “**ISCC**”) to partner organisations in their downstream value chain, allowing them to claim the SAF’s sustainability benefits in exchange.

The ISCC Credit Transfer System is applied downstream of existing mass balance certification systems. The following Terms of Use therefore do not apply to those mass balance certification systems, for which separate Terms of Use exist.

The text of the Terms of Use partly uses subject-specific terminology. The corresponding terms are defined and explained and put into context in the ISCC System Document "ISCC Credit Transfer System" (hereinafter: “**System Document**”) which can be found [here](#), unless they are otherwise introduced in these Terms of Use.

1. Terms of Use

- 1.1. These Terms of Use describe the requirements for participation in the ISCC Credit Transfer System.
- 1.2. Legal entities who wish to become System Users (hereinafter: “**Applicant**”) are required to accept these Terms of Use before applying to become a System User (hereinafter: “**System User**”) of the ISCC Credit Transfer System.
- 1.3. The latest version of the System Document is incorporated into and forms part of these Terms of Use.
- 1.4. Any deviating general terms and conditions of System Users are explicitly rejected.

2. Requirements for System Users

- 2.1. System Users can only be SAF Suppliers, Aircraft Operators, Logistics Providers, or Aviation End-Customers, as defined within the System Document.
- 2.2. Only legal entities under civil law or commercial partnerships are authorised as System Users and can therefore apply to become System Users.
- 2.3. Permissible is one account per System User.
- 2.4. Each System User represents and warrants that it is duly organised under the laws of jurisdiction of incorporation, under which it has the full right, power and authority to execute, deliver and perform transactions under the ISCC Credit Transfer System in accordance with these Terms of Use and the requirements set out in the associated System Document.
- 2.5. An organisation wishing to participate within the ISCC Credit Transfer System is required to become a System User. Aviation End-Customers do not necessarily need to become System Users – provided their upstream value chain partners (SAF Suppliers, Aircraft Operators, or Logistics Providers) are already System Users within the ISCC Credit Transfer System and will retire credits on the end-customers’ behalf.

3. Registration

- 3.1. All Applicants are required to open an individual account. Accounts can have the following statuses:
 - “Awaiting Review” in the event that the application documents are currently being checked by ISCC for correctness and completeness of content;
 - “Additional information required” in the event that insufficiencies are found by ISCC during the examination of the application documents for correctness and completeness of content;
 - “Active” in the event that a System User with his account fully participates in the ISCC Credit Transfer System in accordance with these Terms of Use;

- “Inactive” in the event that a System User's account temporarily ceases to participate in the ISCC Credit Transfer System for a specified reason;
 - “Closed” in the event that the account of a System User permanently ceases to participate in the ISCC Credit Transfer System for a specified reason.
- 3.2. Only System Users with the account status “Active” are eligible to participate in the ISCC Credit Transfer System and perform transactions.
- 3.3. As part of the registration process, the Applicant will have to indicate one main contact person (hereinafter: “**Primary Contact Person**”) and their respective email addresses. The Primary Contact Person is responsible for managing all processes surrounding the organisation's account and will be considered as focal points by ISCC for any communication related to the ISCC Credit Transfer System.
- 3.4. A maximum number of 2 additional natural persons may be added to the ISCC Credit Transfer System as further contact persons and users on behalf of the System User (hereinafter: “**Further Contact Person**”). A further Contact Person must be nominated by the Primary Contact Person for ISCC approval, and will have the ability to perform transactions.
- 3.5. ISCC must be informed immediately by the Primary Contact Person of any changes to Primary Contact Person or Further Contact Person(s). Only duly identified Further Contact Person(s) with a correspondingly identified Primary Contact Person may be authorised to access and operate the ISCC Credit Transfer System.
- 3.6. ISCC will open an account or refuse participation in the ISCC Credit Transfer System at least 14 days after application and provide receipt of complete information required by a System User.
- 3.7. As part of its due diligence process, ISCC retains the right to request further documentation, which may include, but is not limited to:
- A current excerpt from the commercial register of the applicant company, showing the company's executive bodies, their power of representation and the System User's shareholders;
 - Information on the System User's business;
 - A copy of the annual report or of the latest financial statements;
 - Proof of ownership of an active bank account, such as a current statement of account.
- 3.8. The Applicant agrees and acknowledges with the registration procedure that the designated natural persons as Primary Contact Person and Further Contact Person(s) is individually identified by pass-document and authorised by the System User to act on its behalf and has valid legal power to bind the Applicant. The Applicant ensures and is responsible for the correctness, lawfulness, and comprehensibility of the information included in the sign-up form at the time of its submission.
- 3.9. ISCC will review the documents submitted, and may request additional documentation, if necessary. An account for the System User will be provided if all necessary information

has been approved by ISCC. No further justification is required for the refusal to set up an account.

- 3.10. Immediately following successful registration in the ISCC Credit Transfer System, the Primary Contact Person will receive a corresponding message regarding the verification. With their login data (email address and password, hereinafter also referred to as “**Login**”), the Primary Contact Person will then receive access to their personal user area and the services of the ISCC Credit Transfer System.
- 3.11. All Logins are individualised and may only be used by the respective Primary Contact Person or Further Contact Person(s) of the authorised System Users, and are not to be shared with any other individual. The Primary Contact Person and Further Contact Person(s) are obliged to keep their Login secret, and to protect it from unauthorised access by third parties. If ISCC becomes aware of unauthorised use, ISCC may block the access of the respective System User. In the event this occurs, ISCC will inform the respective Primary Contact Persons immediately.
- 3.12. With the activation of an account request by ISCC, a contract between ISCC and the System User is concluded in accordance with these Terms of Use for the “System Document” as well as the “ISCC Registry Fee Structure” in their respective valid versions. These documents are available for download from the ISCC website in the respective valid versions. In case of dispute between any provisions in these Terms of Use or the System Document, the Terms of Use or the System Document shall prevail, as applicable.
- 3.13. When a Primary Contact Person or Further Contact Person logs into the ISCC Credit Transfer System all declarations under this Login are attributed to the assigned System User.

4. Principles of Transactions in the ISCC Credit Transfer System

The System User fully understands and agrees, that any use of ISCC Credit Transfer System and, in particular, the registration, transfer, and retirement of Credits and Claims must comply with all applicable requirements of the System Document. ISCC is not liable for any incorrect or unauthorized transactions which occur within, or performed by, individuals acting on behalf of a System User.

5. Rights and Obligations of Systems Users

- 5.1. System Users, Primary Contact Persons, and Further Contact Persons must act in accordance with all applicable laws and regulations, including, but not limited to, the laws and regulations applicable to the information registered within the ISCC Credit Transfer System and its sources. Specifically, the SAF Supplier commits to only enter SAF in the ISCC Credit Transfer System which fulfil the requirements according to these Terms of Use and the System Document and applicable legal regulations.
- 5.2. Each System User type is authorized to perform a clearly defined set of actions in the ISCC Credit Transfer System according to the System Document.

- 5.3. System Users, their respective Primary Contact Person, and Further Contact Person(s) are obliged to keep all data entered in the ISCC Credit Transfer System complete and up to date.
- 5.4. System Users are required to comply with the requirements set out in the System Document.
- 5.5. The System User, its Primary Contact Person, and Further Contact Person(s) are obliged to inform ISCC immediately of any inadequacies in the operation or use of the ISCC Credit Transfer System and on any changes in its powers of representation and its address without delay.
- 5.6. In case of transfer of Credits between accounts of System Users, the responsibility of the transferring System User regarding the respective Credits ends with the completion of the Credit transfer from its account, and the responsibility of the receiving System User begins with the receipt of Credits to its account.

6. Rights and Duties of ISCC

- 6.1. For System Users granted approval in line with these Terms of Use ISCC permits a non-exclusive, non-transferable license to use the ISCC Credit Transfer System.
- 6.2. ISCC will not have any liability or obligation in connection with information contained within the ISCC Credit Transfer System or for any acts or omissions of System Users, its Primary Contact Person, or Further Contact Person(s), in the use of the ISCC Credit Transfer System and the information contained therein, specifically in case of its misuse by System Users, its Primary Contact Person or Further Contact Person(s) under violation of these Terms of Use.
- 6.3. As a pure platform provider, ISCC's responsibility is limited to the requirements and conditions for System Users with regard to participating in the ISCC Credit Transfer System and the usage described in the System Document and these Terms of Use.
- 6.4. ISCC does not guarantee the acceptance of Claims derived from the use of the ISCC Credit Transfer System in voluntary or regulatory markets. System Users shall seek independent advice on the legal, accounting, tax and/or regulatory application of the Claims.
- 6.5. ISCC may have reporting obligations to public authorities relying on information contained within the ISCC Credit Transfer System, and is hereby authorised to share any information registered by the System User for these purposes. ISCC will notify the System User on the information reported, if applicable.
- 6.6. ISCC is entitled at any time to employ subcontractors to fulfil contractual obligations.
- 6.7. The servers and applications used by ISCC are secured in accordance with state of the art IT protection systems. However, System Users are aware that there remains a risk that data can be intercepted during transmission. The confidentiality of the data transmitted when using the ISCC Credit Transfer System can therefore not be guaranteed.

6.8. ISCC is entitled to review the System User accounts at any time if this appears appropriate for the fulfilment of obligations arising from these Terms of Use.

7. Supervision of accounts

7.1. Under the conditions described below, ISCC may temporarily or permanently withdraw participation rights in the ISCC Credit Transfer System of a System User.

7.2. ISCC may temporary or permanently put an account to the status "Inactive" for the following reasons:

- Significant violations of the obligations incumbent on the System User, its Primary Contact Person, or Further Contact Person(s) according to these Terms of Use, which render further cooperation with the System User unacceptable for ISCC;
- Incorrect quantities of credits entered by a System User in the ISCC Credit Transfer System;
- The specification of incorrect sustainability characteristics of SAF by a System User;
- Abuse of the ISCC Credit Transfer System for money laundering purposes;
- Default in payment by the System User of more than three months after issuance of invoice according to the ISCC Fees;
- System User did not provide ISCC with changes of its account information within the meaning of clause 3.5 and/or clause 5.5;
- ISCC subsequently determines that the requirements for opening an account have not been met or that an account was opened based on incorrect information provided by the System User.

7.3. An account shall be reactivated, if the cause within the meaning of clause 7.2 ceases to exist and no further infringement is to be expected.

7.4. ISCC may close an account for the following reasons:

- Any event that led to the classification of a System User's account as "Inactive" was not corrected within a reasonable period of time, despite request by ISCC;
- At the request of the System User, provided that all transactions have been completed and there are no arrears of fees;
- If authorities, in particular law enforcement authorities, have indicated that there is considerable suspicion that an account is being misused for illegal purposes;
- An active use of the ISCC Credit Transfer System – meaning actual transactions within the ISCC Credit Transfer System - by a System User does not take place for a period of more than 12 months, and there are no arrears of fees.

- 7.5. In the event that an account is temporarily set to inactive, or closed, fees paid by the System User will not be refunded. In the event of closure, outstanding fees become due immediately.
- 7.6. System Users requesting account closure must verify no outstanding Credits remain in their account in order to receive ISCC approval. System Users that retain outstanding Credits within their account will not be approved for voluntary account closure.
- 7.7. In the event ISCC has justified the permanent closure of an account due to reasons detailed within these Terms of Use, System Users will be provided 3 months to transfer or retire remaining Credits out of their account.
- 7.8. Should any Credits remain in the account after the above mentioned period, they will expire without replacement. Any fees paid will not be refunded.

8. Treatment of data

- 8.1. All Parties shall comply with data protection provisions applicable to them.
- 8.2. ISCC stores data of the System User – including personal data of the Primary Contact Person and Further Contact Person(s) – required for the fulfilment of the contract until the account is closed. The legal basis is Art. 6 para. 1 sentence 1 lit. b GDPR.
- 8.3. With the admission pursuant to section **Error! Reference source not found.**, the System User warrants to ISCC and all other System Users that its representatives have complied with the data protection regulations with regard to the data transmitted and indemnifies ISCC against any claims, including claims under public law.

9. Fees

All fees payable by the System User are provided in the [ISCC Credit Transfer System Fee Structure](#) document.

10. Term of contract, termination

- 10.1. The contract between ISCC and the System User is concluded for an indefinite period, with auto-renewal occurring yearly, following the date of account creation.
- 10.2. The contract may be terminated at anytime prior to 1 month (30 days) preceding contract renewal date, with effect from the end of the contract period.
- 10.3. The right to extraordinary termination without notice for good cause remains unaffected. Important reasons for ISCC are in particular:
- the violation by System Users of the provisions of these Terms of Use or the requirements specified within the System Document, which is not remedied even after a reasonable period of time has been provided;
 - tortious acts by System Users or attempts to commit such acts, e.g. fraud;

- default of System User payment obligations in accordance with the ISCC Registry Fee Structure by more than three months;
- ongoing operational disruptions due to force majeure beyond the control of ISCC, e.g. natural disasters, fire, breakdown of supply networks through no fault of ISCC.

10.4. All termination must be made in writing. Termination by email complies with this form.

10.5. In the event of termination, the account of the System User shall be put to the status “Inactive” as soon as the termination takes effect. The System User will no longer have access rights to this account. As soon as all transactions of the specific account have been completed, it will be closed.

11. Liability

11.1. Unless otherwise provided in these Terms of Use, ISCC shall be liable for intent and gross negligence without limitation, for simple negligence, however, only

- in the event of a breach of material contractual obligations, i.e. obligations the fulfilment of which are essential for the proper performance of the contract and on the compliance to which the System User and/or respective Primary Contact Person may regularly rely on (so-called cardinal obligations), and
- for damages resulting from injury to life, body or health.

11.2. The liability of ISCC shall be limited to the amount of damage foreseeable and typical for the contract in the following cases:

- in the event of a simple negligent breach of essential contractual obligations, i.e. obligations the fulfilment of which is a prerequisite for proper performance of the contract and the observance to which the System User, respective Primary Contact Person, and/or Further Contact Person(s) may regularly rely on (so-called cardinal obligations),
- in the case of grossly negligent conduct of non-executive employees outside the scope of essential contractual obligations and damage to life, limb or health.

11.3. The limitation of liability in terms of amount shall also apply accordingly to the liability of the legal representatives and vicarious agents of ISCC.

11.4. The System User and/or respective Primary Contact Person shall report any damage to ISCC without delay.

11.5. The provisions of the Product Liability Act shall remain unaffected.

12. Confidentiality, IT-Rights and Indemnification

12.1. System Users, their respective Primary Contact Person, and Further Contact Person(s) undertake to maintain absolute confidentiality vis-à-vis third parties regarding all information that comes to their knowledge in the course of using the ISCC Credit Transfer

System, unless otherwise stipulated in these Terms of Use or in other mutual agreements or unless there is a legal or official obligation to disclose such information. The duty of confidentiality shall continue to apply even after the use of the ISCC Credit Transfer System has ended.

- 12.2. System Users, their respective Primary Contact Person, and Further Contact Person(s) are prohibited from using or utilising the intellectual property of ISCC or other System Users (in particular logos, trademarks, designs, business names, utility models, know-how, photos, etc.) unless and for as long as they are entitled to do so on the basis of these Terms of Use or other agreements with ISCC or the System User holding the rights concerned.
- 12.3. The System User shall indemnify, and keep ISCC indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by ISCC as a result of, or in connection to, the System Users, its Primary Contact Person and/or Further Contact Person(s), breach of any of their obligations under these Terms of Use. Especially, System Users must ensure that their information, data and content transferred via the ISCC Credit Transfer System is not infected with malware (e.g. viruses, worms or trojan horses). The System User undertakes to compensate ISCC for all damages arising from non-compliance with these obligations and, in addition, to indemnify ISCC against all Claims by third parties, including legal fees and court costs, which they assert against ISCC due to non-compliance with these obligations by the respective System User.

13. Technical Requirements

- 13.1. The use of the ISCC Credit Transfer System requires the use of a common internet browser (e.g. Internet Explorer or Mozilla browser). Further technical system requirements can be requested by ISCC. Changes of the essential technical requirements will be communicated to the System User by ISCC in due time.
- 13.2. A common PDF reader (e.g. Adobe Reader) must be installed.

14. Availability and Force Majeure

- 14.1. The ISCC Credit Transfer System is available in operation and accessibility to 97% on an annual average, provided, in particular, that it is not unavailable due to disruptions within the public network for which ISCC is not responsible, or due to force majeure. ISCC is authorised to restrict access to the platform in whole, or in part, temporarily or permanently, due to maintenance work, implementation of technical updates, capacity issues, and any other events beyond its control, in order to enable trouble-free operation of the platform. ISCC will take into account the interests of the Transfer System Users as far as reasonably possible. Any suspension of availability of the ISCC Credit Transfer System for the purpose of installing technical updates will be announced in advance by ISCC as early as reasonably possible.

14.2. If ISCC's service performance is made substantially more difficult or impossible by unforeseeable circumstances over which it has no influence, and the prevention of which cannot be achieved with a reasonable technical or economic effort (in particular force majeure such as e.g. failures of the telecommunication network, natural disasters, war, industrial action, or sovereign orders), ISCC shall be released from its obligations provided these circumstances and their consequences have not been eliminated. In all above mentioned cases of exemption from performance, System Users cannot assert a claim for damages against ISCC, unless ISCC is at fault.

15. Assignment and offsetting

- 15.1. A partial or complete transfer of the System User's rights from the contract with ISCC to third parties is excluded.
- 15.2. System Users are only entitled to offset Claims against ISCC with undisputed or legally established counterclaims.
- 15.3. ISCC is authorised to transfer the rights and obligations arising from the respective contractual relationship with the System Users to a third party without the consent of the System Users. In the event of a transfer to a third party, the System Users shall be entitled to terminate the transferred contractual relationship with ISCC without notice.

16. Amendments of Terms of Use

- 16.1. ISCC reserves the right to update the ISCC Credit Transfer System and make any changes to these Terms of Use and any additional documentation hereto (including, but not limited to, the ISCC Registry Fee Structure and the System Document). The System User is responsible for familiarizing themselves with the latest version of these documents and Terms of Use, as provided by ISCC.
- 16.2. System Users will be notified via email, or similar electronic means of communication, detailing relevant modifications to Terms of Use.

17. Final provisions

- 17.1. Subsidiary agreements, amendments and supplements to this Terms of Use must be made in writing to be effective. This also applies to the cancellation of this written form requirement. Verbal subsidiary agreements do not exist.
- 17.2. If individual provisions of these Terms of Use for System Users are, or become invalid, this shall not affect the validity of the remaining provisions.
- 17.3. Place of jurisdiction is Cologne (Germany).
- 17.4. The laws of the Federal Republic of Germany apply. UN-Sales Law (CISG) is excluded.