



RINA



the Qwebmark

Qweb System

## REGULATION

For the certification and award of the Qwebmark

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RINA  
Gruppo REGISTRO ITALIANO NAVALE  
VIA CORSICA, 12 - 16128 GENOVA  
TEL. +39 01053851 - FAX: +39 0105351555  
E-MAIL [info@rina.org](mailto:info@rina.org) - WEB [www.rina.org](http://www.rina.org)  
R.I. Genova N.23602/99  
C.F./P. IVA 03794120109



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## 0 – Introduction

- 0.1 The present Regulation is an integral part of the Qweb System for the award of certifications and of the Qwebmark. The Regulation is approved by the Qweb Co-ordination Committee and implemented by the below mentioned Certification Body. The Committee monitors the implementation of this Regulation. The certification and the award of the Qwebmark are hereinafter referred to as *Qwebmark*.
- 0.2 Purpose of the Qwebmark is to raise the purchasers' confidence in electronic commerce by indicating that the certified online supplier adheres to certain principles and criteria in doing business.
- 0.3 The Qweb *Specification* - Release 0 of June 12<sup>th</sup> 2000, (all rights reserved, © CISQ, 2000) - is available to the public on the site **www.qwebmark.net**, and is an integral part of this Regulation.
- 0.4 The name and logo of the Certification Body are registered trademarks. The name Qweb and Qwebmark the Qwebmark logo, in its different versions, are registered trademarks and can be used by Customers exclusively at the conditions set out in the present Regulation.
- 0.4 The Qwebmark correctly displayed on the web site allows users of the site to verify, with a mouse click, the Customer's identity, the certification validity, and the Certification Body's identity. If the mouse click does not open a window displaying all the above information, it means that the mark has been illegally used (or that the installation instructions have not been properly followed).

## 1 – Purpose of the Regulation

- 1.1 The present Regulation sets out the modalities for the award of certification and of the Qweb mark of conformity to the Qweb technical specifications, by **RINA**, legal office in **via Corsica 12 16128 Genoa, Italy** (hereinafter referred to as the *Certification Body*).
- 1.2 Any operator or online supplier (hereinafter referred to as the Customer) performing activities of electronic commerce and interested in the award of the Qwebmark, can apply for it to the Certification Body, with no prejudicial exception.

## 2 – General conditions

- 2.1 The requirements that must be met by the Customers' organisation and by its web site for electronic commerce are set out in the Qweb specification (see 0.3).
- 2.2 The award and maintaining of the Qwebmark are subject to the payment of the amounts specified at Point 10.
- 2.3 The duration of the contract for the award of the Qwebmark is three years and is automatically extended for the same period, with no time limit, unless notice is given and unless the Qwebmark is withdrawn or surrendered.
- 2.4 Examination of documents, controls on the web site and assessments of the Customer's business are carried out by qualified assessors within the Qweb System.
- 2.5 All the activities relating to the award and the maintenance of the Qwebmark and especially document examinations, web site controls and assessments at the Customer's site are carried out by the appointed assessors who undertake to safeguard the confidentiality of personal information, anyhow obtained.

## 3 – Application and preliminary stage, Customer's audits

### 3.1 *Service quotation and application for certification*

- 3.1.1 Interested Customers may request to the Certification Body a quotation for the award and the maintenance in time of the Qwebmark, by filling-in a form available on the Certification Body's web site: **itservices.rina.org** or on the site **www.qwebmark.net**.
- 3.1.2 To start the procedure for award of the Qwebmark, Customers shall supply the Certification Body with information, by means of the application form available on the Certification Body's web site: **itservices.rina.org** or on the site **www.qwebmark.net** and sending it by E-mail, fax or mail. At this stage Customers shall also indicate the name of the person responsible for the management of the



electronic commerce business. The form shall be compiled in one of the indicated languages. The use of other languages shall be authorised by the Certification Body.

- 3.1.3 For any extension of the mark to other electronic commerce activities or to other web sites related to the same Customer, the application form should be filled in again, specifying in detail the object of the extension, and supplying the updated documents.
- 3.1.4 For the certification of Customers within the EU the applicable conditions are the same as for the award of the mark to companies within the national territory. For Customers outside the EU, conditions shall be defined on a case by case basis.

### *3.2 Application preliminary stage - pre-assessment*

- 3.2.1 Upon receipt of the application, the Certification Body:
- verifies that the accompanying documents are complete;
  - analyses any further requirement for mutual information;
  - examines the documents supplied by the Customer;
  - accepts the application or, if the case, rejects it and specifies the reasons.
- 3.2.2 After accepting the application and before the mark award procedure is started, the Customer's Legal Representative shall sign a letter of acceptance of this Regulation that will be the contract between the Certification Body and the Customer.
- 3.2.3 The Certification Body may agree with the Customer on a preliminary visit (check-up or pre-assessment) to collect further information for better scheduling controls and assessments.

### *3.3 Controls on web sites and company audits*

- 3.3.1 When the preliminary stage is completed, the controls and assessments schedule is agreed upon with the Customer and the names of the appointed assessors notified. In case of sound reasons, the Customer may request the replacement of the assessors.
- 3.3.2 The appointed assessors check the conformity of the electronic commerce web site to the relevant requirements of the Qweb specification. The audit is generally carried out according to schedules and methods chosen by the Certification Body, by accessing the site via the Internet. Upon a well founded request of the Customer, and especially when an access keyword is needed to enter the site (password for registered users), the check on the web site is performed at one of the Customer's operating sites (see 3.3.3 and following) in the presence of company representatives. The Certification Body may carry out test purchases or contracts to verify the site potentials, up to order issuing. In such cases the Certification Body shall promptly notify the Customer who undertakes to cancel the order or the contact with no obligation for the person who made the order.
- 3.3.3 The appointed assessors proceed with the audit, which is normally performed at the Customer's operating site where the web site is operated and/or, if necessary, at the Internet service provider's hosting the web site.
- 3.3.4 Before the audit, the appointed assessors hold a meeting with the managers for electronic commerce and with the company Management, in order to:
- achieve a proper comprehension of the auditing procedure;
  - establish an official channel of communication between assessors and Customer;
  - clarify any aspect still unclear and establish a relationship of mutual trust.
- 3.3.5 The Customer should ensure that:
- all documents and registrations mentioned in the Qweb specification are available to the assessors;
  - assessors are provided with the necessary assistance during the audit;
  - the manager for electronic commerce is clearly identified who will be responsible for maintaining contacts with the Certification Body as far as the award of the Qwebmark is concerned.
- 3.3.6 The audit includes assessing the conformity of the Customer's operating modalities to the requirements set out in the Qweb specification, as well as checking that the company is fully aware of the legal requirements applicable to electronic commerce. **The observance of the law shall not be the object of checks and any responsibility falls entirely upon the Customer.**
- 3.3.7 Any non-compliance with the Qweb specification is identified and recorded.



- 3.3.8 When the audit is completed, a meeting is held and the company managers receive a short report drawn up by the assessors with all the relevant remarks that can be discussed. The report shall be read and signed by the Company managers.

## 4 – Award of the Qwebmark

- 4.1 On the basis of findings collected during controls and audits, the Certification Body decides on the award of the Qwebmark. The decision is promptly notified to the Customer.
- 4.2 If any non-compliance with the requirements of the Qweb specification is identified, the Certification Body notifies the Customer by E-mail, and:
- the Customer informs the Certification Body of the date within which he undertakes to remove the non-compliance and to implement corrective actions;
  - the Certification Body advises the Customer whether:
    - a) the certification procedure is suspended, pending a further audit, with the deadline specified, or:
    - b) whether a written statement is sufficient informing that the corrective actions have been implemented, accompanied by any relevant document.
- 4.3 If the Customer is in disagreement with the decisions taken, he may request a supplementary investigation to the Certification Body, setting out the reasons for his disagreement. The Certification Body can arrange further controls, with controls on the web site and assessments of the company organisation. These checks, should the customer require so, can be carried out by assessors different from those who had performed the previous audits; the final decision is taken after discussing the matter with all the involved assessors. The costs deriving from these checks are at the Customer's expense.
- 4.4 When the Qwebmark is awarded, the Customer:
- is entered in the database of the Qwebmark licensees, publicly available on the site [www.qwebmark.net](http://www.qwebmark.net);
  - receives a certificate of award of the Qwebmark, with all the information concerning the Certification Body, the Customer, the web site, and the activities that have been certified, as well as the date of issue of the Qwebmark.
  - Receives the database registration code, the exact graphic display of the Qwebmark, and the HTML source to be displayed on the electronic commerce certified site.
- 4.5 The notice of the Qwebmark award is normally given by the Certification Body that, within the management of the Customer's personal information, reserves the right to disclose and distribute them. In particular, the list –even partial– of licensed Customers is disclosed to the press and to information agencies with a frequency set by the Certification Body. The Customer is informed and aware of the rights set out in [Art. 13 of Act no. 675, dated 31 December 1996, "Protection of individuals and other entities in relation to the processing of personal data" \[this Act applies to Italy, but an equivalent Act generally known as "data protection" or "privacy" Act exists in all EU Countries since it is enforced by a European Union Directive\]](#) . The Customer's withdrawal of consent to the disclosure and distribution of personal information, implies the automatic surrender of the Qwebmark (see Art. 7), but does not dispense him from the administrative obligations included in the contract with the Certification Body.

## 5 – Rights and obligations of the certified Customer

- 5.1 the Qwebmark certified Customers is entitled to:
- use the Qwebmark on: advertising material, publications, company headed paper, and other documents. If the Qwebmark is used on non hyper-documents where the Qwebmark validation link is not available, the Customer undertakes to mention the reference to the Certification Body;
  - publicise in a manner that is not misleading the award of the Qwebmark, always mentioning the reference to the Certification Body;
- 5.2 The Qwebmark shall not be used directly on products supplied by the Customer, nor shall be used in a way that may lead the public to believe that it certifies the Customer's product or management systems (such as the quality management, or the environmental management, or the information security management).
- 5.3 Furthermore, the Customer undertakes to:



- use the Qwebmark on the certified web site in the exact graphic form provided, without altering proportions or colours, nor resorting to enlargements or reductions and always with the HTML specifications provided by the Certification Body, that enable the validation link;
  - use the Qwebmark at least on the home page of the electronic commerce site as well as on other pages where the Customer deems appropriate to show the mark;
  - use any other mark that is next to the Qwebmark in such a way as not to alter its value and content.
- 5.4 The Certification Body verifies the correct use of the Qwebmark.
- 5.5 The Qwebmark and its database registration code are relevant to one electronic commerce site run by the Customer and cannot be transferred to third parties or to other web sites run by the Customer or by third parties.
- 5.6 The Customer undertakes to maintain the electronic commerce service and the web site up to the requirements of the Qweb Specification. If the Customer should decide to modify his organisation or his web site significantly, or in a way that can alter the conformity to the Qweb specification, prompt notice shall be given to the Certification Body, which can accept the modifications or rapidly arrange further audits of the company organisation and/or additional controls on the web site. The costs deriving from such audits and controls shall be at the Customer's expense.

## 6 – Maintaining the Qwebmark

- 6.1 To ascertain that the conformity to the requirements of the Qweb specification is maintained, the Certification Body carries out periodical assessments on the certified Customer's company organisation, at least on an yearly basis, and controls on the certified web site every three months. The Certification Body informs the Customer in written, with at least 10 days' notice, of the audit date at the Customer's operative site, where the site web is managed and/or, if necessary, at the Internet service provider's hosting the web site, specifying the names of the appointed assessors. The checks on the certified web site are carried out, if possible, with no notice, unless in case of specific agreements with the Customer (see 3.3.2 and following). Generally, large companies, complex web sites and a large number of products and services supplied, imply longer and more frequent controls and audits.
- 6.2 The Customer undertakes to accept the audits at his operative site and/or at the Internet service provider's and to allow the access of the assessors appointed by the Certification Body. The assessors undertake to interfere to a minimum with the Customer's activity.
- 6.3 If the audits and controls should reveal any non-compliance with the specification or with the present Regulation, the Certification Body notifies the Customer by E-mail, and:
- the Customer informs the Certification Body of the date within which he undertakes to remove the non-compliance and to implement corrective actions;
  - the Organisation Body informs the Customer as to whether a further audit is necessary, indicating the deadline: or whether a written statement is sufficient notifying that the corrective actions have been implemented, accompanied by any relevant document.

## 7 – Withdrawal of the Qwebmark

- 7.1 The withdrawal of the Qwebmark is decided by the Certification Body:
- 7.1.1 in case of non-compliance, resulting from gross negligence, with the obligations set out at Art. 5 and 6;
  - 7.1.2 in case of frequent and repeated non-observance of the obligations undertaken, event in a slight form;
  - 7.1.3 in case of bankruptcy of the Customer or termination of the electronic commerce activity;
  - 7.1.4 in case of non-payment of the due amounts, should the Customer persist in disregarding his obligations, in spite of the arrears and the notice to pay sent to the Customer's Legal Representative by registered mail with return receipt, one month after the notice has been sent;
  - 7.1.5 in case of improper, irregular or illegal use of the Qwebmark name or logo;
- 7.2 The Certification Body notifies its decision to withdraw the Qwebmark to the Customer's Legal Representative both by E-mail and by registered mail with return receipt. The certified web site with reference to the Customer is immediately removed from the database and must cease any use of the Qwebmark both on the web site and in every document where the mark had been displayed.



Should the Customer fail to remove the mark from the web site, the mouse click will open a window where users are informed that the certificate has been revoked. The Certification Body shall reserve any action aimed at protecting the Qwebmark and preventing any illegal use.

- 7.3 After the withdrawal, the Qwebmark can be awarded upon a new application and following the whole certification procedure once again. (see points 3 and 4)

## 8 – Surrender of the Qwebmark

- 8.1 The Customer can surrender the Qwebmark:

- 8.1.1 upon administrative expiry of the three-year certification contract, giving a three-months notice;
- 8.1.2 in case he does not accept modifications to the financial terms;
- 8.1.3 in case he does not accept modifications to this Regulation;
- 8.1.4 in case he does not accept modifications to the Qweb specification (see Art. 7)

- 8.2 In the cases set out at 8.1.2, 8.1.3 and 8.1.4:

- the Customer can submit possible remarks
- the Certification Body sets the date for the implementation of the modifications and advises the Customer.
- the surrender will be operative only after the three-month notice given by the Customer to the Certification Body, provided that notice is given within a month from the Certification Body's communication.

- 8.3 In case of surrender of the Qwebmark the certified web site with reference to the Customer is immediately removed from the database and shall undertake to cease using the Qwebmark both on the web site and in every document containing the mark. (see point 5)

- 8.4 After the surrender, the Qwebmark can be awarded upon a new application and following the whole certification procedure once again. (see points 3 and 4)

## 9 – Modifications to the Qweb Specification

- 9.1 Should the Qweb specification be modified, the Certification Body promptly informs the Customer, specifying whether the modifications are such as to imply further controls on the certified web site and/or an extraordinary assessment at the Customer's site, or whether the conformity can be checked by means of scheduled periodical controls and audits. The Customer has the right to conform to the new requirements, within a given time limit, or to surrender the Qwebmark.

- 9.3 The costs for document examinations and possible controls or audits shall be at the Customer's expense.

## 10 – Terms and prices

- 10.1 The amount to be paid for the award and the maintaining of the Qwebmark is defined by the Co-ordination Committee of the Qwebmark and implemented by the Certification Body.

- 10.2 Said amount can vary at any time.

- 10.3 Should the amount vary, the Customer is informed by E-mail and shall have the right to surrender the Qwebmark within a month from the notification's receipt date.

- 10.4 During the notice of the amount variation, envisaged at paragraph 6.1, the same prices prior to variations shall be applied to Customers who exercise the right of surrender as at point 6.1.2.

- 10.5 The amount is usually invoiced by the Certification Body upon awarding the Qwebmark and, for the maintenance, paid in advanced annual instalments.

- 10.6 Customers shall pay to the Certification Body the amount agreed for the award and the maintenance of the Qwebmark, even in case of withdrawal of the Qwebmark due to non-payment of one or more instalments of the agreed amount, or for withdrawal of consent to the processing of personal information as envisaged by [Act no. 675 of 31/12/96](#) (see 4.5).

## 11 – Improper use of the Qwebmark

- 11.1 The use of the Qwebmark is improper when it is used in a way that can mislead recipients of the message. Particularly it's considered improper:



- using the Qwebmark prior to its award;
  - using the Qwebmark after withdrawal or surrender by the Customer;
  - using the Qwebmark with reference to a standard different from the Qweb Specification;
  - using the Qwebmark for activities that are not subject to check;
  - using the Qwebmark for web sites that are not subject to checks;
  - using the Qwebmark in a way that can be interpreted as a certification mark for the product or for the company management systems (such as the quality management system, the environmental management system, or the information security management).
- 11.2 As soon as any improper use is identified, the Certification Body gives the defaulting Customer warning, and takes all necessary measures to stop the improper use and to protect its injured interests.

## 12 – Appeals

- 12.1 The Customer shall have the right to appeal against the decisions of the Certification Body, setting out the reasons for his disagreement, within 30 days from the notification of the decision. The claim shall be addressed to the Legal Representative of the Certification Body that will apply the internal procedures envisaging that, once the involved Customer has been heard, the appeal is discussed within three months from the receipt. The handling of the appeal may include additional assessments at the Customer's site and/or further controls on the web site.
- 12.2 The costs deriving from the appeal will be at the Customer's expense, according to the fees charged by the Certification Body for its services, unless the appeal is accepted.

## 13 – Arbitration

- 13.1 Any dispute deriving from the enforcement of the present Regulation, shall be submitted to an arbitrator as 'amiabile compositeur', who will take the decision without having to comply with procedure rules.
- 13.2 The arbitrator is chosen by mutual consent among the credited professionals of this field; failing this the parties delegate the appointment of the arbitrator to the presiding judge of the Milan court.
- 13.3 The arbitration costs are at the losing party's expense. The place of arbitration will be Milan.