KOMPLEYE
Smart, Secure, Compliant

TERMS AND CONDITIONS FOR CERTIFICATION

Kompleye Attestation LLC

Important: These Terms form part of the legally enforceable certification agreement between Kompleye Attestation LLC and each Client. Commercial fees and detailed certification mark requirements are governed by separate controlled documents or agreements.

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1 Purpose

These Terms and Conditions establish the contractual, operational, and certification requirements applicable to organizations that apply for, obtain, maintain, renew, expand, reduce, transfer, suspend, restore, or withdraw management system certification provided by Kompleye Attestation LLC ("Kompleye").

These Terms form part of the legally enforceable agreement between Kompleye and the Client. Where a proposal, certification agreement, scheme rule, accreditation requirement, or applicable law imposes a more specific requirement, that requirement shall apply to the relevant certification activity.

2 Scope

These Terms apply to management system certification services provided by Kompleye, including certification activities performed against standards and schemes within Kompleye's approved service and accreditation scope.

- Quality Management Systems (QMS), including ISO 9001, where offered within scope.
- Information Security Management Systems (ISMS), including ISO/IEC 27001, where offered within scope.
- Privacy Information Management Systems (PIMS), including ISO/IEC 27701, where offered within scope.
- Other management system schemes only when formally included in Kompleye's service and accreditation scope.

These Terms apply to application review, initial certification, surveillance, recertification, special audits, scope changes, transfers, certification decisions, complaints, appeals, suspension, restoration, withdrawal, and related public certification information. Inspection services are governed by separate terms and are not covered by this document.

3 Definitions

Term	Definition
Appeal	A request by a Client for reconsideration of a certification decision made by Kompleye.
Certification	Third-party attestation that a Client's management system has demonstrated fulfillment of specified certification requirements.
Certification Cycle	The period beginning with the certification decision and continuing through planned surveillance and recertification activities. A cycle is normally three years, unless a scheme requires otherwise.
Certification Requirements	The applicable management system standard, scheme rules, accreditation requirements, these Terms, the certification agreement, and other requirements formally communicated by Kompleye.
Certified Client	An organization holding a valid certification issued by Kompleye.
Client	An organization applying for, holding, maintaining, renewing, changing, or transferring certification with Kompleye.
Complaint	An expression of dissatisfaction, other than an appeal, relating to the activities of Kompleye or a Certified Client, where a response is expected.
Major Nonconformity	A nonconformity that affects the capability of the management system to achieve its intended results, or that raises significant doubt regarding effective process control or consistent fulfillment of requirements.
Minor Nonconformity	A nonconformity that does not affect the overall capability of the management system to achieve its intended results.
Reduction of Scope	Removal of part of the certified scope when requirements are not met or when the Client requests a narrower scope.
Suspension	Temporary invalidation of certification for all or part of the certified scope.

Term	Definition
Withdrawal	Permanent removal of certification status by Kompleye or at the Client's request.

4 Principles of Certification

Kompleye conducts management system certification according to the principles of impartiality, competence, responsibility, openness, confidentiality, responsiveness to complaints and appeals, and a risk-based approach.

- Certification decisions are based on objective evidence and applicable certification requirements.
- Commercial, financial, or other pressures shall not compromise impartiality.
- Audit execution, Technical Review, and the Decision-Making Function are segregated. Personnel who conduct an audit do not make the certification decision for that audit.
- The Client remains responsible for conformity of its management system and for its legal, regulatory, contractual, product, service, and operational obligations.
- Certification activities are based on sampling and therefore do not constitute a guarantee of complete or continuous conformity.

5 Client Obligations

5.1 Continuous Compliance

The Client shall maintain continuing conformity with applicable certification requirements throughout the certification cycle and shall operate the certified management system effectively within the approved scope.

5.2 Accurate and Complete Information

The Client shall provide complete, accurate, current, and truthful information during application, contract review, audit planning, audits, corrective action review, transfer, and maintenance activities. Deliberate falsification, concealment, or material misrepresentation may result in refusal, immediate suspension, or withdrawal.

5.3 Access and Audit Arrangements

The Client shall make all necessary arrangements for certification activities and shall provide timely access, as applicable, to:

- all locations, remote environments, temporary sites, and functions included in the proposed or certified scope;
- personnel, management, contractors, and outsourced providers relevant to the management system;
- documented information, internal audit reports, management review records, complaints, incidents, corrective actions, and other objective evidence;
- processes, systems, infrastructure, applications, data, source information, and technical environments necessary to evaluate conformity; and
- records held by third parties when those records are necessary to evaluate the certified management system.

Where confidential or sensitive information cannot be made available, the Client shall notify Kompleye before the audit. The parties shall establish appropriate safeguards. If essential evidence remains unavailable and the management system cannot be adequately audited, Kompleye may postpone, terminate, or decline the audit.

5.4 Cooperation

The Client shall cooperate with initial certification, surveillance, recertification, transfer review, special audits, short-notice audits, remote audits, and corrective action verification. The Client shall ensure that relevant personnel are available and that technology used for remote activities is suitable and secure.

5.5 Observers and Witness Assessments

The Client shall accommodate authorized observers when required, including accreditation body assessors, scheme owners, regulatory or oversight representatives, trainee auditors, technical experts, and personnel undergoing competence evaluation. The Client shall permit witness assessments, accreditation assessments, oversight activities, and observation of certification activities when required to maintain accreditation, recognition, or scheme approval. Observers are subject to applicable confidentiality and impartiality controls.

5.6 Maintenance of Client Records

The Client shall maintain records relevant to the certified management system and make them available during certification activities, including, when applicable:

- customer and interested-party complaints and the actions taken;
- significant incidents and service-impacting events;
- information security, cybersecurity, privacy, quality, or other scheme-relevant incidents;
- corrections, root cause analyses, and corrective actions;
- regulatory inquiries, investigations, sanctions, and material legal proceedings relevant to the certified scope; and
- records required by the applicable management system standard or certification scheme.

5.7 Legal and Regulatory Responsibility

The Client shall identify and fulfill applicable legal, regulatory, contractual, and other obligations associated with its activities. Certification does not transfer those obligations to Kompleye and is not a legal compliance determination unless expressly required by a recognized certification scheme.

5.8 Use of Certification

The Client shall comply with Section 10 of these Terms and the current Rules for Use of Certification and Accreditation Marks. The Client shall promptly correct any misleading or unauthorized certification claim identified by Kompleye.

5.9 Communications and Notices

The Client shall maintain current contact information and shall ensure that notices from Kompleye are reviewed and acted upon. Formal communications sent to the Client's designated contact are considered received according to the notice provisions in the certification agreement.

6 Notification of Changes

The Client shall notify Kompleye without undue delay, and normally within thirty (30) calendar days, of changes that may affect the capability of the management system to continue fulfilling certification requirements or that may affect the accuracy of certification information. Such changes include, but are not limited to:

- legal, commercial, organizational, or ownership status;

- organization name, registered address, or primary contact information;
- top management, key management system personnel, or governance arrangements;
- certified scope, products, services, processes, activities, technologies, or risk profile;
- physical, virtual, temporary, or multi-site locations within the certified scope;
- outsourced processes, critical suppliers, hosting providers, or other external dependencies;
- significant changes to the management system, Statement of Applicability, risk assessment methodology, or control environment;
- merger, acquisition, divestiture, insolvency, cessation of operations, or major restructuring;
- significant incidents, regulatory investigations, sanctions, or legal proceedings relevant to the certified scope; and
- any situation that may create an impartiality concern or materially affect certification status.

Kompleye shall evaluate the reported change and may revise the audit programme, conduct a special audit, change the certified scope, require additional evidence, or take another certification action. Failure to report a material change may result in suspension or withdrawal.

7 Certification Process

7.1 Application and Application Review

The Client shall provide information sufficient for Kompleye to understand the organization, requested scope, applicable standard, sites, personnel, processes, technologies, outsourced activities, and relevant legal or scheme conditions. Kompleye reviews the application to determine whether the requested work is within its competence and scope and whether the certification process can proceed.

7.2 Audit Programme and Planning

Kompleye establishes an audit programme covering the certification cycle. Audit objectives, scope, criteria, duration, methods, team competence, sampling, and activity schedule are determined and communicated before the audit. The Client shall promptly raise substantiated objections to an assigned auditor or expert based on impartiality or competence concerns.

7.3 Stage 1 Audit

Stage 1 evaluates the design and readiness of the management system, including scope definition, applicable documented information, key risks, internal audits, management review arrangements, and readiness for Stage 2. Stage 1 results are documented and may identify areas of concern that could become nonconformities during Stage 2.

7.4 Stage 2 Audit

Stage 2 evaluates implementation and effectiveness of the management system against applicable certification requirements. The audit includes evaluation of objective evidence through interviews, review of documented information and records, observation, testing, sampling, and other appropriate audit techniques.

7.5 Audit Findings and Report

Kompleye provides an audit report documenting audit activities, findings, conclusions, and any nonconformities. The audit team may make a recommendation, but the recommendation is not a certification decision and does not bind the Decision-Making Function.

7.6 Technical Review and Certification Decision

Certification outputs are subject to independent Technical Review and a certification decision by authorized personnel not involved in the audit. Kompleye may grant, refuse, maintain, renew, expand, reduce, suspend, restore, or withdraw certification based on objective evidence and applicable requirements.

7.7 Surveillance

Surveillance audits are conducted at least once in each calendar year, except in recertification years. The first surveillance audit following initial certification shall be conducted no later than 12 months from the initial certification decision date. Subsequent surveillance audits are scheduled within the certification cycle in accordance with the approved audit programme and any applicable scheme requirements.

Surveillance may include review of internal audits, management review, previous nonconformities, complaints, incidents, objectives, operational controls, changes, and the use of certification claims and marks.

7.8 Recertification

Recertification shall be completed before certificate expiration to maintain uninterrupted certification. The Client shall provide timely access and complete corrective actions early enough to permit review, verification, and a certification decision before expiry. Certification is not automatically extended when recertification activities are incomplete.

7.9 Special and Short-Notice Audits

Kompleye may conduct special or short-notice audits to investigate complaints, respond to significant changes or incidents, verify corrective actions, evaluate scope extensions, or follow up a suspended certification. Because advance notice may be limited, the Client shall maintain arrangements that permit these activities. Kompleye shall exercise additional care in assigning the audit team when the Client has limited opportunity to object.

7.10 Remote Audit Methods

Kompleye may use remote audit methods when feasible and effective. The Client shall support secure access, appropriate technology, identity verification, evidence integrity, confidentiality, and availability of relevant personnel. Where remote methods do not provide sufficient evidence, Kompleye may require onsite or additional audit activities. The use of remote methods is subject to appropriate information security and confidentiality safeguards agreed between Kompleye and the Client.

7.11 Certification Cycle

Certification is normally granted for a three-year certification cycle, subject to successful surveillance activities and continuing conformity. Surveillance audits shall be conducted at least once in each calendar year, except in recertification years. The first surveillance audit following initial certification shall be conducted no later than 12 months from the initial certification decision date. Recertification activities and the related decision shall be completed before expiration to maintain uninterrupted status.

8 Nonconformities

8.1 General Requirements

For each nonconformity, the Client shall provide correction, cause analysis, and corrective action appropriate to the nature and significance of the issue. Kompleye determines whether the response is acceptable and whether implementation and effectiveness have been verified.

8.2 Major Nonconformities

The Client shall submit its correction, root cause analysis, and corrective action plan within thirty (30) calendar days of notification, unless a shorter scheme-specific period applies. Major nonconformities shall normally be implemented and verified within ninety (90) calendar days, and before certification is granted, renewed, or restored when required. Failure to achieve satisfactory closure may result in refusal, suspension, withdrawal, reduction of scope, or non-renewal.

8.3 Minor Nonconformities

The Client shall submit its correction, root cause analysis, and corrective action plan within thirty (30) calendar days of notification, unless otherwise agreed or required. Verification of implementation and effectiveness may occur through document review, a special audit, or the next planned certification activity, depending on risk and scheme requirements.

8.4 Verification

Kompleye determines the verification method. Additional audit time or a special audit may be required where documentary evidence is insufficient or where the significance of the nonconformity requires direct verification.

9 Certification Decisions

Kompleye retains sole authority and responsibility for certification decisions. Decisions include granting, refusing, maintaining, renewing, expanding, reducing, suspending, restoring, and withdrawing certification.

- The audit team does not make the certification decision.
- Technical Review is performed independently of audit execution.
- The Decision-Making Function is separate from audit execution and acts on objective evidence and applicable requirements.
- A certificate is valid only for the Client, sites, standard, and scope stated on the certification document and only while the certification status remains valid.

10 Use of Certificates and Certification Claims

The Client may reference valid certification only in a manner that is accurate, verifiable, and limited to the certified management system and approved scope. The Client shall:

- comply with Kompleye requirements when referring to certification in any communication medium;
- not make or permit misleading statements regarding certification;
- not use a certificate, report, mark, or any part of them in a misleading manner;
- not imply that certification applies to activities, locations, products, services, personnel, or legal compliance outside the certified scope;

- not imply product, process, or service certification when only a management system has been certified;
- reproduce certification documents only in full unless written authorization permits otherwise;
- amend advertising, websites, proposals, and other materials when the certified scope is reduced; and
- discontinue all certification claims and controlled mark use upon suspension, withdrawal, cancellation, or expiration, as applicable.

Kompleye may require correction, withdrawal of published material, notification to affected parties, or other action to address incorrect or misleading references. Persistent or serious misuse may result in certification action and, where appropriate, legal action.

11 Certification Marks

Use of Kompleye certification marks, accreditation symbols, and related visual references is governed by the current Rules for Use of Certification and Accreditation Marks.

Kompleye may authorize a Client holding a valid ANAB-accredited certification to use the ANAB Accreditation Symbol together with the applicable Kompleye certification mark. Such use is optional and is permitted only after Kompleye provides the approved symbol and applicable conditions of use.

The Client shall use certification marks and accreditation symbols only within the certified and accredited scope and in the form authorized by Kompleye. The ANAB Accreditation Symbol shall not be used independently from the Kompleye certification mark, shall not exceed the size of the Kompleye certification mark, and shall not be used in a manner that implies certification or approval of a product, process, service, statement, claim, or person.

Certification marks and accreditation symbols shall not be applied to a product, product packaging, laboratory test report, calibration report, inspection report, or any item in a manner that implies product, process, service, or personnel certification.

12 Suspension of Certification

Kompleye may suspend certification when the Client:

- persistently or seriously fails to meet certification requirements;
- does not permit surveillance, recertification, special, witness, or short-notice activities;
- does not adequately address major nonconformities or other required corrective actions;
- uses a certificate, certification claim, certification mark, or accreditation symbol without authorization, outside the certified or accredited scope, or contrary to the applicable conditions of use;
- provides false or misleading information or conceals material information;
- fails to report significant changes or incidents;
- does not meet contractual obligations that affect certification activities;
- requests voluntary suspension; or
- creates an unresolved risk to impartiality, integrity, or credibility of certification.

During suspension, the Client shall discontinue certification claims and use of certification marks and accreditation symbols for the affected scope, in accordance with the Rules for Use of Certification and Accreditation Marks and the instructions issued by Kompleye.

13 Restoration of Certification

Kompleye may restore certification after the Client has resolved the conditions that caused suspension and after Kompleye has verified effective correction and corrective action. Restoration is subject to independent Technical Review and certification decision. Where the conditions are not resolved within the period established by

Kompleye, certification shall be withdrawn or the scope reduced. Suspension will normally not exceed six months unless a scheme or exceptional justified circumstances permit otherwise.

14 Withdrawal, Cancellation, or Reduction of Scope

Kompleye may withdraw, cancel, or reduce certification when:

- the causes of suspension are not resolved within the established period;
- the Client persistently or seriously fails to fulfill certification requirements;
- fraud, deliberate falsification, intentional concealment, or material misrepresentation is identified;
- certification claims or marks are knowingly or repeatedly misused;
- the Client ceases operations, dissolves, or no longer operates the certified management system;
- the Client does not complete recertification before expiration;
- parts of the certified scope no longer fulfill requirements; or
- the Client requests voluntary withdrawal or reduction.

Following withdrawal, cancellation, expiration, or applicable scope reduction, the Client shall immediately discontinue affected certification claims, update public and customer-facing materials, stop affected mark use, and return or destroy controlled certificates when instructed. Kompleye may publish the changed certification status and update certification directories.

15 Transfer of Certification

A Client may request transfer of an existing accredited management system certification. Transfer is subject to applicable IAF mandatory requirements, accreditation rules, and a documented pre-transfer review.

- Only valid accredited certification eligible under applicable IAF or regional MLA arrangements may be transferred. Known suspended certification is not accepted for transfer.
- The Client shall authorize the issuing certification body to provide certification records and other required information to Kompleye.
- The Client shall provide applicable audit reports, current certificate, scope and site information, status of nonconformities, complaint information, and relevant regulatory engagement information.
- Outstanding major nonconformities shall be corrected and verified before Kompleye issues certification. Acceptable plans for outstanding minor nonconformities shall be available.
- If sufficient information is unavailable or issues prevent transfer, Kompleye may treat the organization as a new Client.
- The certification decision for transfer is made by personnel independent of the pre-transfer review, and Kompleye may accept or reject the transfer based on the documented review.

16 Complaints

Any person or organization may submit a complaint concerning Kompleye's certification activities or a Certified Client. Kompleye shall determine whether the complaint relates to certification activities for which it is responsible and, when applicable, shall process it under the published Appeals and Complaints Handling Procedure.

- Kompleye gathers and verifies information necessary to validate and investigate the complaint.
- Complaint handling is conducted impartially and does not result in discriminatory action against the complainant.
- Decisions communicated to the complainant are made, reviewed, or approved by personnel not previously involved in the subject of the complaint.

- Where a complaint concerns a Certified Client, Kompleye considers the effectiveness of the certified management system and may require the Client to investigate and respond.
- Kompleye, the Certified Client, and the complainant determine whether and to what extent the subject and resolution of the complaint are made public.

17 Appeals

A Client may appeal a certification decision by submitting an appeal within the period and by the method stated in the published Appeals and Complaints Handling Procedure or the decision notice. Appeals may relate to refusal, scope, suspension, withdrawal, non-renewal, or other certification decisions.

- Appeal handling is independent of the audit and original certification decision.
- Submission, investigation, and decision on an appeal shall not result in discriminatory action against the appellant.
- The appellant shall provide the decision being appealed, the grounds for appeal, and supporting evidence.
- Kompleye shall communicate the outcome in writing. Filing an appeal does not automatically stay a certification decision unless Kompleye determines otherwise.

18 Confidentiality and Public Information

18.1 Confidentiality

Kompleye treats information obtained or created during certification activities as confidential, except information made publicly available by the Client or information that the Client and Kompleye have agreed may be disclosed. Confidentiality obligations apply to Kompleye personnel, contractors, committee members, auditors, technical experts, reviewers, decision makers, and authorized observers.

18.2 Required Disclosure

Kompleye may disclose confidential information when required by law, court order, accreditation body, scheme owner, regulatory authority, or a legally enforceable contractual commitment. Unless prohibited by law, Kompleye shall notify the Client of the information released. Information about the Client obtained from sources other than the Client is treated as confidential according to applicable requirements.

18.3 Public Certification Information

Where required by accreditation, certification scheme, or regulatory requirements, Kompleye may publish or provide certification information, including certification status, certified Client name, applicable normative document, certified scope, and certification dates, through publicly accessible certification databases. Information published by Kompleye shall be accurate and not misleading.

18.4 Information Security

The Client and Kompleye shall apply agreed safeguards for protected or sensitive information, intellectual property, trade secrets, personal information, and technical infrastructure. The Client remains responsible for ensuring that it is authorized to disclose information supplied to Kompleye.

19 Limitation of Liability and Certification Disclaimer

Certification of a management system does not constitute certification of products, services, processes, personnel, legal compliance, cybersecurity performance, privacy compliance, business performance, or the absence of incidents, defects, or nonconformities, unless explicitly stated within the scope of a recognized certification scheme.

The Client remains solely responsible for its management system, operations, products, services, legal and regulatory compliance, information security, privacy obligations, customer commitments, and business decisions. Certification activities are based on sampling and do not guarantee complete or continuous conformity.

To the maximum extent permitted by applicable law, Kompleye shall not be liable for indirect, incidental, punitive, special, or consequential damages, including loss of profit, revenue, business opportunity, data, reputation, or anticipated savings, arising from certification activities or certification status. Any liability limitations stated in the certification agreement also apply.

20 Governing Law and Dispute Provisions

These Terms are governed by the law and dispute provisions stated in the certification agreement or contract. If the certification agreement or contract do not specify governing law, the laws applicable to the jurisdiction of incorporation of Kompleye Attestation LLC shall apply, without regard to conflict-of-law principles. Nothing in this Section limits the Client's right to use the independent appeals process for certification decisions.

21 Changes to These Terms

Kompleye may revise these Terms to address changes in standards, accreditation requirements, certification schemes, law, regulation, risk, or operational needs. The current approved version shall be published on the official Kompleye website or otherwise made available to Clients.

Kompleye shall communicate material changes and, where required, provide a transition period. The Client shall implement applicable changes within the period established by Kompleye. Continued certification after the effective date of revised Terms constitutes acceptance of the revised certification requirements, subject to the certification agreement and applicable law.

22 Acceptance and Precedence

By submitting an application, signing a proposal or certification agreement that incorporates these Terms, accepting certification services, or maintaining certification after notification of these Terms, the Client agrees to comply with them.

In the event of conflict, the following order of precedence applies unless the certification agreement expressly states otherwise:

- mandatory law or regulation;
- applicable accreditation and certification scheme requirements;
- the executed certification agreement and formally incorporated proposal;
- these Terms and Conditions; and
- other public guidance or informational material issued by Kompleye.

23 Appendix A. Normative and Controlled References

Reference	Title / Application
ISO/IEC 17021-1:2015	Conformity assessment - Requirements for bodies providing audit and certification of management systems - Part 1: Requirements.
ISO/IEC 17021-3:2017	Competence requirements for auditing and certification of quality management systems.
ISO/IEC 27006-1:2024	Additional requirements for bodies auditing and certifying information security management systems.
ISO/IEC 27706:2025	Requirements for bodies auditing and certifying privacy information management systems.
IAF MD 2:2023	Transfer of Accredited Certification of Management Systems.
Quality Manual	Current approved version.
Rules for Use of Certification	Current approved public version.
Appeals and Complaints Handling Procedure	Current approved public version.
Certification Agreement / Proposal	Client-specific legally enforceable agreement.