

## Agreement and General Conditions for HONcode Certification Services



HON provides a service for evaluating the health services (health website or health mobile applications) provided by the Applicant (Client) in order to ensure that they comply with designated standards or specified requirements. Subject to the terms of this Certification Agreement, services or products found to be in compliance by HON may be eligible for inclusion on a list maintained by HON for Services to display a HONcode Certification Mark owned by HON. The Applicant desires to submit or has submitted via an HONcode certification request form available on the HON website, certain services by the Applicant, to HON, for the evaluation in order that the service may be considered for Directory and Labelling by HON. If the submitted service is found to be **eligible for Certification**, this Certification Agreement shall be executed by HON and the Applicant setting forth the terms and conditions to which the parties hereto must adhere. NOW THEREFORE, for and in consideration of the mutual covenants herein expressed and other lawful and valuable consideration, the parties hereto agree as follows:

### 1. INTRODUCTION

- 1.1 All evaluations or recommendations in the objective of obtaining the HONcode certification (designated hereafter as "**HONcode Certification**") are governed by the following general terms and conditions of service (the "**General Conditions for HONcode Certification Services**").
- 1.2 HON offers evaluation and the issuance of the HONcode seal ("**Services**") covering audit and certification according to the defined principles and guidelines of the HONcode to any person, firm, company, association, trust or government agency or authority that apply for Services ("**Client**"). The audit and HONcode certification services offered by HON are "open ended" and are subject to automatic renewal.

### 2. PROCESS TO REQUEST THE HONCODE EVALUATION

- 2.1 To obtain an audit the Client needs to fill the HONcode certification request by [creating an account](#) and providing legal contact information regarding the organisation and the services to be assessed and evaluated. The account should be used to update regularly the contact information and any information regarding the organisation or the service being certified or under certification.
  - 2.1.1 Provide us with the necessary access information (user name and password) if your website or application has a password secure section and will ensure that this remains valid throughout the period of certification. If your website is such that, a changing password is required, you will ensure that at the time of payment of the HONcode re-assessment contribution fee, you will also inform us of the current login information of the website or application.
- 2.2 The definitions in this Article apply in these General Conditions for Certification Services:

**HON:** Health On the Net Foundation (HON.ch) is a nongovernmental organisation accredited by the United Nations, in official relations with the WHO. HON has been accredited in 2012 by the

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Prepared by Mayoni Ranasinghe and reviewed by Aude Cabrera

Authorized by: Dr.Célia Boyer

Health French Authority for the certification of health websites respecting an adapted version of the ISO17065. HON continues to use the same internal rules to conduct HONcode certification.

**Agreement:** HON acceptance of a completed request form or the contribution for the service by the client. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and HON.

**HONcode or mHONcode Requirements:** shall mean (a) the requirements contained in the HONcode guidelines; (b) the standard(s) [HONcode](#) criteria or [mHONcode](#) criteria, if any, applicable to the services; (c) the terms of this Certification Agreement; and (d) any third party requirements separately applied as a condition of the requirements.

**HONcode certification request Form:** HONcode certification request form to be completed by the Client via the [dedicated form provided by HON](#), together with any other information concerning the performance of the Services under the terms of the Agreement. The client needs to create an account in order to access the form for requesting the HONcode certification. The fees for the Services may be set out in the HON certification form or in a separate document or price list on the HON website.

**Certificate of Approval:** Certificate issued by HON once the service is fully compliant and demonstrates the respect of the HONcode principles and assessed by the HONcode reviewer team.

**HONcode Certification Mark.** The term HONcode Certification Mark ("Mark") shall refer to a registered trademark owned by HON, used in the HONcode certification of service.

**HONcode seal of approval or HONcode label** shall refer to the process of applying the HONcode Mark to the service, directly on the service, or by other media as authorized by HON. The client shall conform to the requirements of the Health On the Net Foundation concerning the locality and the display format of the attesting seal of certification on the service. The client is fully aware of the privacy policy adhered to, by the HON Foundation regarding the HONcode logo. The clients understand that any communication about the certification of the services submitted, through advertising articles, booklets or other documentations must be accepted beforehand in the written format by the Health On the Net Foundation.

**Party and Parties:** individually HON or the Client and collectively HON and the Client.

**Follow-up Service.** The term Follow-up Service shall refer to the process of monitoring the service compliance with the HONcode Requirements.

**Reports:** all documents created by HON in relation to the performance of the Services, except the HONcode certificate.

**Directory – list of HONcode certified services:** shall mean the process of preparing and including the service which has been HONcode certified in the [published directory of HON certified services](#). Understand that if certified, your website will be crawled and indexed in HON search engines and could be used for research activities for non-commercial use only. The names of all HONcode certified services will also be published in HON social media and other related platforms.

**Service.** ("Service") shall mean an Applicant's website, or health mobile application that has been submitted for testing or evaluation, and found to be in compliance with HON Requirements and approved for listing in the HONcode directory.

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## **CONDITIONS OF HONCODE CERTIFICATION SERVICES:**

### **1. GENERAL:**

- 1.1 HON offers certification services of health Websites and mobile applications (“**Services**”) covering audit and certification against an appropriate recognised specification and the HONcode or mHONcode, to any person, firm, company, association, trust or government agency or authority that apply for Services (“**Client**”).
- 1.2 To achieve and preserve certification, HON use and maintain their management systems in accordance with said specifications, guarantying traceability of the HON audit and reports and allowing HON to store the Client websites or apps (“**Services**”) at different time as well as all the correspondence with the Client in line with the HONcode certification process.
- 1.3 The certification awarded by HON covers only a given health website/health apps, while if the Client has other health websites/health apps, HONcode certification request should done separately, not doing so will imply the termination of this agreement. If the Client has non-health websites which are not respecting the HONcode or not in line with the HON moral or ethical, then HON can refuse to certify the health websites or Apps of the Client.
- 1.4 The Clients remain solely liable for any defect in their services and shall defend, protect and indemnify HON from any and all defects, claims or liability arising from said services
- 1.5 The client- commits themselves that they will make their utmost efforts in order that the services submitted will be in compliance at all time, to the principles of the HONcode, starting from the time of certification of the site or application. The Client pledges to provide quality health information and to take appropriate actions to publish useful, objective and correct and trustworthy data.
- 1.6 The issued certification does not exempt Clients from their legal obligations in respect of the websites or apps they provide. The Client ensure that the services are in conformity with the legislation enacted in their country when requesting for HONcode certification and will remain so during after being certified.
- 1.7 The client identifies and appoint a person in charge of the certification for maintaining the service in conformity with the HONcode certification.
- 1.8 The client will update from the membership platform of any changes such as contact information and major changes to the website or services being certified or under audit.
- 1.9 Any form of violation of these conditions causes a breach in the contract that binds you legally. This may cause the immediate withdrawal of the certification and remove from the HONcode directory.

### **2. REQUESTS FOR CERTIFICATION:**

- 2.1 **Website contribution:** the contribution is based on the type of the site (commercial or non-commercial) and the Alexa rank of the site. The duration of certification is for one year, commencing on the day of HONcode renewal. The [contribution cost](#) details are available on HON’s website.

**App certification contribution:** the contribution is based on the type and the size of the Client’s organisation and is for one year. The contribution cost details [for apps](#) are available on HON’s website.

**Website contribution request:** the contribution is requested when the self-audit and the pre-evaluation regarding the eligibility of the site is conducted by the HONcode team of the services, and an invoice will be issued by HON to the Client for Services rendered.

**Multi-Website contribution over or equal to 5 websites:** a special offer is proposed at 50% of the original contribution cost for each website taking into account the type and the size/Alexa rank for each service to be assessed by HON.

**This fee covers the costs of the evaluation but does not mean that your website or application will be certified or granted the use of the HONcode seal. You need to respect**

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**the HONcode guidelines and criteria and carry out the recommendations we give to be HONcode certified. Once you abide by this contract and submit your site or services to certification, no reimbursement will be provided.**

Upon receipt of contract signed and the request for certification, a pre-audit of the service by the HONcode team will be conducted when accepted, HON will issue an Order Form to the Client.

- 2.2** The client is aware and clearly informed that a contribution is required annually for the certification and re-certification processes. As mentioned on our website, the amount of the contribution depends on the size of your structure or the Alexa Rank and whether it is commercial or non-commercial.

### **3. THE INITIAL CERTIFICATION PROCESS:**

The details of the step and the process are clearly provided and available on the HON website and is agreed by the client.

#### **3.1 SELF-AUDIT:**

The self-audit is a mandatory step to be completed by the client in line with the reality and currency of the service, which is designed to preview the service for areas of the specifications against which the Client asks for certification. HON will issue an automatic self-report to the client including any automatically identified appropriate actions to be made.

#### **3.2 FIRST HONCODE AUDIT:**

The first HONcode audit shall be conducted by HON within 60 days from the date of the payment of the contribution (Refer to section 2).

HON will undertake a readiness review to determine compliance of the service according to the HONcode guidelines (understanding the requirements, collecting information of the services and evaluating the service according to the guidelines). The HON Certification audit team will address any nonconformities, observations and opportunities for improvement if and when they are identified during the audit. HON Certification audit team will prepare and send to the Client a report of the audit with all the justification regarding the recommendations to be implemented and the corrective actions, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

The HONcode team conducts as many reviews as necessary to get the website or application to be HONcode compliant as far as possible and assist you as much as possible in the modifications

The client should commit to make the modifications identified in the audit report within 60 days in order to obtain the certification.

If the Client decided not to make the identified recommendations and stop the certification process, no reimbursement should be claimed and none shall be provided by HON.

After 180 days of non-follow up by the Client regarding the assessment of their services then the HONcode evaluation will be frozen and ceased. Any new request will be subject to the payment fee and HON can decide not to certify the service.

#### **3.3 FOLLOW UP AUDIT:**

Follow up audit by HON shall be conducted within 60 days from the last date of the first HONcode audit.

The HONcode review team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.

The HONcode review team will prepare and present to the Client a report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

#### **3.4 NONCONFORMITY:**

HON auditors will identify nonconformities that help Clients improve their services, the production processes and the trustworthiness of their health services according to the HONcode or mHONcode guidelines.

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When Major Non-Conformity or Major changes occur, a HONcode Certification expert undertakes a “special follow up review” in order to help the Client in the process of implementing the corrective actions.

All reviews by HON to support the Client to close Non-Conformities and obtain the HONcode certification are included in the contribution fees but are limited in the time of 180 days. Following that, the Client will have to resubmit a new demand and pay a new contribution. .

### **3.5 ISSUANCE OF HONCODE CERTIFICATION:**

The HONcode Certification team will issue to the Client, a Certificate of Approval if and when all corrective actions agreed between the Client and the audit team have been completed and checked by the HONcode team expert.

The Certificate of Approval will detail the specification(s) to which the Service has been found compliant at the time of audit and the scope of the service and how the services is respecting the HONcode guidelines and 8 HONcode principles.

## **4. CERTIFICATION MAINTENANCE:**

### **4.1 SURVEILLANCE:**

HON conducts ongoing surveillance to ensure that the HONcode continues to be respected. Surveillance is carried out automatically as well as through our well-equipped complaint - system which allows any internet user to submit a complaint. A complaint about a HONcode certified site can be submitted in 2 ways:

- by clicking on the HONcode seal of the site which will take the plaintiff to the corresponding HONcode certificate page where there is a ‘Submit a complaint’ link.
- by visiting the HON website and clicking on ‘Submit a complaint’ button.

The Client agrees to respond in a timely manner to any and all complaints and agrees to rectify the situation in the quickest possible time, in the case of justified complaints.

### **4.2 RE-CERTIFICATION:**

The HONcode certificate is valid for one year. Following this, before the expiration of the certificate, HON informs and sends an invoice to the client for the re-assessment. If the Client has not contributed for a re-assessment of their service, the HONcode certification of their service will no longer be valid.

Validity of the certificate cannot be extended beyond the expiry date indicated on the certificate. In order to preserve the continuity of the certification (i.e. to maintain the currency of the approval date of certification), the recertification/reassessment audit must be completed within the validity period of the current certificate (i.e. before expiry of the current Certificate), including the time required and foreseen for completing the corrective actions on the non-conformities, if any are detected during the re-assessment audit.. In lieu of the same, it is recommended to complete the recertification audit at least 30 days prior to the end of the current certificate validity to ensure that there is no gap in certification. Once completed, recertification will be reconfirmed.

If the re-assessment audit is successfully completed before the validity of the HON certification has expired, the review team will ensure to renew the certification only from the day it expires to ensure that there is no overlap and loss of a validity period.

## **5. CHANGES IN THE CERTIFIED SERVICES:**

The Client is requested to inform HON promptly of any significant changes to its product(s) or services that may impact the validity of its certification. HON will then take the appropriate action, such as conducting a special review to ensure that the service remains compliant. Special review can be conducted as well to investigate complaints received about the Client. Special reviews are not paid.

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## 6. HONCODE LOGO

The Client shall use the HONcode logo in accordance with the instructions for use that HON provides. This means that the HONcode logo should be added onto the homepage of your website but may be displayed on other pages of the site "in addition" to the homepage. It is strictly forbidden to modify the logo in any way and to store the logo on any server other than that of the HON Foundation unless strict authorization has been granted by HON in a written format. If such a misuse is detected by the HONcode Team, the certification will be withdrawn.

## 7. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL:

HON reserves the right to suspend, withdraw, change, extend or cancel the HONcode Certificate of Approval at any time and shall give a three (3) months or shorter written notice as the situation may require depending upon the information available to HON. If such actions are deemed necessary the Client will be fully briefed, and will be given every possible opportunity to take corrective action before a final decision on the action to be taken by HON.

The Client agrees to respect HON's decisions in these matters, and to remove the HONcode seal, associated text and any other material referring to HON, if requested to do so by HON. If so, The Client should cease all publication of the HONcode certification in the event of suspension or withdrawal of HONcode certification.

HON reserves the right to publish the fact that such action has been taken.

## 8. APPEALS, DISPUTES AND COMPLAINTS:

Should the Client wish to appeal against or dispute any decision of HONcode team, they should do so on this [page](#). The complaint will be treated by an external person from the HONcode certification team.

Complaint will be treated by HON within 4 weeks.

## 9. CONFIDENTIALITY:

**9.1** "Confidential Information" shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.

**9.2** By requesting the HONcode certification you consent to receiving emails that you have provided when creating the organisation account. The Client accepts the email as a communication method. HON can send you emails related to legal obligations according to the General Data Protection Regulation (GDPR).

**9.3** Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

**9.4** The confidentiality undertaking shall not apply to any information:

**9.4.1** which is publicly available;

**9.4.2** which was in the possession of the receiving Party prior to its disclosure;

**9.4.3** which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;

**9.4.4** which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;

**9.4.5** which is disclosed in accordance with the requirements of law or any binding judgment, order or requirement of any court or other competent authority; or

**9.4.6** which is disclosed to an affiliate of the Party on a need to know basis.

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- 9.5** The Certificate of Approval and the Reports are issued by the HONcode experts and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of HON.
- 9.6** Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 9.7** On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit HON Certification from maintaining copies of Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law.

## **10. USE OF THE HONCODE CERTIFICATE AND HONCODE SEAL OF APPROVAL**

- 10.1** The names, service marks, trademarks and copyrights of HON Certification shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of HON and then only in the manner prescribed by HON.
- 10.2** The use of Certificate of Approval is regulated by HON (see point 6) though a document sent to the Client explaining how to display and use the certification mark and associated logos, which is available upon request. HON will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.
- 10.3** For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey any rights of ownership or license whatsoever of the HON intellectual property or its proprietary HONcode, nor to the HON's proprietary audit methods, nor to the HON's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and to issue the Certificate of Approval and the Reports. These shall remain the sole property of the HON.

## **11. LIMITATION OF LIABILITY**

- 11.1** Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).
- 11.2** Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

## **12. GOVERNING LAW AND JURISDICTION:**

- 12.1** The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Geneva, notwithstanding any conflicts of laws or rules that could require the application of any other law.
- 12.2** The Parties irrevocably agree that the courts of Geneva shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.

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