



Qweb Certification Scheme

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Qweb - Certification Scheme

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0 – Introduction

- 0.1 This document describes the Qweb system for the certification of e-commerce, e-business and other e-service activities and the award of the Qweb mark. The certification and the award of the Qweb mark are hereinafter referred to as Qweb mark, while the term e-business refers to all the online activity. **This document supersedes Qweb certification scheme release 1.2 – 29 October 2002.**
- 0.2 Qweb is the IQNet system for the certification of e-business activities worldwide and for the qualification of Qweb coaches. Organisations are capable of setting-up a Qweb compliant website. It is based on a proprietary IQNet technical specification.
- 0.3 The certification of e-business activity is undertaken on the basis of the specifications given in the following documents:
- This "Certification Scheme",
 - The "General Product Description" of the certification body partner of IQNet
 - The "Pricing Principles" or equivalent document of the certification body partner of IQNet
- 0.4 Qweb is a certification system operated by third party certification bodies which grants benefits to both parties operating in business-to-business (B2B), consumer-to-government (C2G), business-to-government (B2G) or business-to-consumer (B2C) environment.
- 0.5 Major benefits for companies offering goods, services and information on the Internet are:
- the e-business activity conforms to the best available standards
 - with a mouse click the certification is validated and information are given about the company, the certification body and the activity which is carried out.
 - priority is given to the customer's expectations
 - the e-business activity is secure, reliable and customer-friendly
 - the company can rely upon the customer's confidence as a competitive advantage
- 0.6 Major benefits for companies or consumers using services and buying goods on the internet are:
- the site is reliable and legally registered
 - the e-business service is of the best quality
 - the selling conditions and delivery terms are clear and true
 - security and privacy are applied for the treatment of personal and financial data
 - customer's complaints are taken into consideration and appropriately dealt with
 - consumers may recur to out-of-court dispute settlement.

Table 1 - Content of the Qweb Certification System

1.	Identification of the online supplier
2.	Information to be provided on the certified website
3.	Transaction management
4.	Social responsibility
5.	Processing of users' personal information (privacy)
6.	Security

Qweb - Certification Scheme

7. Quality of the e-business process (control, complaints and corrective actions)

- 0.9 The name and logo of IQNet are registered trade marks. The name and logo of the certification body are registered trademarks. The name Qweb and the Qweb mark, are registered trademarks and can be used by customers exclusively at the conditions set out in this document and its annexes.
- 0.10 The Qweb mark correctly displayed on the website 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 there is a misuse of the Qweb mark.

1 – Purpose of this Document

- 1.1 This document sets out the rules for the award of the certification and the Qweb mark and for the qualification of Qweb coaches by the certification bodies partners of IQNet (hereinafter referred to as the *certification body*).
- 1.2 Any operator or online supplier (hereinafter referred to as the *customer*) performing activities of electronic business and/or electronic business and interested in the award of the Qweb mark, can apply for it to the certification body, with no prejudicial exception.
- 1.3 Any organisation providing services or consultancy for the implementation of websites compliant to the requirements of these documents can apply to become a Qweb coach according to the rules defined in chapter 12, with no prejudicial exception.

2 – General Conditions

- 2.1 The requirements that must be met by the customers' organisation and by its website for electronic business are set out in Annex 1
- 2.2 The award and maintaining of the Qweb mark are subject to the payment of the amounts specified in the "Schedule of fees" or equivalent document of the certification body partner of IQNet offering this certification and with the general rules set at point 10.
- 2.3 The duration of the contract for the award of the Qweb mark is one year and is automatically extended for the same period, with no time limit, unless notice is given or unless the Qweb mark is withdrawn or surrendered.
- 2.4 Examination of documents, controls on the website and assessments of the customer's business are carried out by personnel qualified within the Qweb System.
- 2.5 All the activities relating to the award and the maintenance of the Qweb mark and especially document examinations, website controls and assessments at the customer's site are carried out by the appointed personnel 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 Qweb mark, by filling-in a form available on the certification body's website or on the site **www.Qwebmark.net**.
- 3.1.2 To start the procedure for the award of the Qweb mark, customers shall supply the certification body with information, by means of filling the relevant application form.
- 3.1.3 For any extension of the mark to other electronic business activities or to other websites 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.

3.2 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 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 Websites 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.
- 3.3.2 The appointed assessors check the conformity of the e-business website to the relevant requirements of the Qweb specification. The web 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 authentication is needed to enter the site (password for registered users), the check on the website is performed at one of the customer's operating sites in the presence of company representatives. The certification body may carry out test purchases or contracts to verify the site potentials, up to and including the issue of a trial order. In such cases the

Qweb - Certification Scheme

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 on-site audit, which is normally performed at the customer's operating site where the website is operated and/or, if necessary, at the Internet service provider's hosting the website.
- 3.3.4 Before the audit, the appointed assessors hold a meeting with the managers for electronic business 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 this certification scheme are available to the assessors;
 - assessors are provided with the necessary assistance during the audit;
 - the manager for electronic business is clearly identified who will be responsible for maintaining contacts with the certification body as far as the award of the Qweb mark is concerned.
- 3.3.6. The audit includes assessing the conformity of the customer's operating modalities to the requirements set out in this certification scheme, as well as checking that the company is fully aware of the legal requirements applicable to electronic business. **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 this certification scheme 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.

4 – Award of the Qweb Mark

- 4.1 On the basis of findings collected during controls and audits, the certification body decides on the award of the Qweb mark. The decision is promptly notified to the customer.
- 4.2 If any non-compliance with the requirements of this certification scheme 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.

Qweb - Certification Scheme

- 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 website 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 Qweb mark is awarded, the customer:
- is entered in the database of the Qweb mark licensees, publicly available on the site www.Qwebmark.net;
 - receives the IQNet Certificate of award of the Qweb mark;
 - Receives the database registration code, the exact graphic display of the Qweb mark, and the HTML source to be displayed on certified site.



The Qweb mark

- 4.5 The notice of the Qweb mark 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 the European Union Directive 95/46/EC and equivalent Local Law on the protection of individuals with regard to the processing of personal data and on the free movement of such data. The customer's withdrawal of consent to the disclosure and distribution of personal information, implies the automatic surrender of the Qweb mark (see Art. 8), 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 Qweb mark certified customer is entitled to:
- use the Qweb mark on: advertising material, publications, company headed paper, and other documents. If the Qweb mark is used on non hyper-documents where the Qweb mark 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 Qweb mark, always mentioning the reference to the certification body;
- 5.2 The Qweb mark shall not be used directly on products supplied by the customer, nor shall it 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).

Qweb - Certification Scheme

- 5.3 Furthermore, the customer undertakes to:
- use the Qweb mark on the certified website 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 Qweb mark at least on the home page of the certified 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 Qweb mark in such a way as not to alter its value and content.
- 5.4 The certification body verifies the correct use of the Qweb mark.
- 5.5 The Qweb mark and its database registration code are relevant to one website run by the customer and cannot be transferred to third parties or to other websites run by the customer or by third parties.
- 5.6 The customer undertakes to maintain the electronic commerce service and the website up to the requirements of the Qweb certification scheme. If the customer should decide to modify his organisation or his website 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 website. The costs deriving from such audits and controls shall be at the customer's expense.

6 – Maintaining the Qweb mark

- 6.1. Where a significant change is made, the continuing validity of the certificate depends on whether the changed product still meets the criteria outlined in table 1 and the annexes to this certification program.
- 6.2. To ascertain that the conformity to the requirements of the Qweb specification is maintained, the certification body carries out periodical assessments (back office assessment) on the certified customer's company organisation, at least on a yearly basis, and controls on the certified website (front office assessment) every three or four 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 website, specifying the names of the appointed assessors. The checks on the certified website 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 websites and a large number of products and services supplied, imply longer and more frequent controls and audits.
- 6.3. 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.
- 6.4. If the audits and controls should reveal any non-compliance with the specification or with the present Certification scheme, the certification body notifies the customer by e-mail, and:

Qweb - Certification Scheme

- 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 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 Qweb mark

- 7.1 The withdrawal of the Qweb mark 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, even in a slight form;
- 7.1.3 in case of bankruptcy of the customer or termination of the electronic business activity;
- 7.1.4 in case of non-payment of charge to the certification body, should the customer persist in disregarding his obligation, in spite of the arrears and notice to pay .
- 7.1.5 in case of improper, irregular or illegal use of the Qweb mark name or logo;
- 7.2 The certification body notifies its decision to withdraw the Qweb mark to the customer's Legal Representative both by e-mail and by registered mail with return receipt. The certified website with reference to the customer is immediately removed from the database and must cease any use of the Qweb mark both on the website and in every document where the mark had been displayed. Should the customer fail to remove the mark from the website, 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 Qweb mark and preventing any illegal use.
- 7.3 After the withdrawal, the Qweb mark can be awarded upon a new application and following the whole certification procedure once again. (see points 3, 4 and 5)

8 – Surrender of the Qweb mark

- 8.1 The customer can surrender the Qweb mark:
- 8.1.1 upon administrative expiry of the 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 Certification Scheme;
- 8.2 In the cases set out at 8.1.2 and 8.1.3:
- 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.

Qweb - Certification Scheme

- 8.3 In case of surrender of the Qweb mark the certified website with reference to the customer is immediately removed from the database and shall undertake to cease using the Qweb mark both on the website and in every document containing the mark. (see point 5)
- 8.4 After the surrender, the Qweb mark 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 Specifications

- 9.1 The customer shall be informed by the certification body if arrangements are being made by IQNet that will modify the Qweb certification scheme affecting the right of use of the mark.
- 9.2 The customer shall be advised by the certification body, in a registered letter, of all modifications with which it is necessary to comply. The customer shall state, within a period of three months by registered letter, the decisions on whether or not to continue with the Qweb certification scheme on the basis of the modified requirements. The certification body shall make all necessary arrangements for the implementation of these modified requirements which may involve testing and auditing.
- 9.3 The customer shall be granted a reasonable period for applying the modified requirements (usually one year). If this period is exceeded, the Qweb mark may be withdrawn in accordance with the rules stated in section 7.
- 9.4 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 Qweb mark is defined on the basis of the time devoted to carry out the necessary controls on the website and the customer's organisation according to the requirements.
- 10.2. The amount is usually invoiced by the certification body during the certification phase or upon awarding the Qweb mark and, for the maintenance, paid in advanced annual instalments.
- 10.3. Customers shall pay to the certification body the amount agreed for the award and the maintenance of the Qweb mark, also in the case of withdrawal of the Qweb mark 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 the European Union Directive 95/46/EC.

11 – Improper use of the Qweb mark

- 11.1 The use of the Qweb mark is improper when it is used in a way that can mislead recipients of the message. Particularly it's considered improper:
- using the Qweb mark prior to its award;
 - using the Qweb mark after withdrawal or surrender by the customer;

Qweb - Certification Scheme

- using the Qweb mark with reference to a standard different from the Qweb Specifications;
- using the Qweb mark for activities that are not subject to check;
- using the Qweb mark for websites that are not subject to checks;
- using the Qweb mark 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 – Qualification as Qweb Coach

12.1 Any organisation¹ capable of providing websites conforming to the Qweb requirements can be qualified as Qweb coach by an IQNet partner according to the following procedure.

12.3 After qualification the organisation will be known as Qweb coach and shall be allowed the use of the Qweb coach mark, to be affixed on their web pages and documents and shall be enlisted and have a description page in the Qweb coach section of www.qwebmark.net website.

12.4 The qualification is based on three different stages: training, organisation, and demonstration of practical skill.

12.4.1 Training: at least one of the Qweb coach personnel responsible for the development of websites shall attend the two days course set up by IQNet and shall successfully pass the final examination.

12.4.2 Organisation: the Qweb coach internal operating procedures and methodology for the design and the development of websites shall ensure that websites are compliant with the Qweb specifications described in the present document.

12.4.3 Demonstration of practical skill: it is checked during the certification process of a website. The internal operating procedures and methodology of the previous point can be developed by the Qweb coach with the co-operation of the IQNet Partner and checked for compliance during the website assessment process. This involves that at least one website shall undergo the certification process; the successful certification of the website can be regarded as a positive demonstration of practical skill.

12.5 The Qweb coach is allowed to use the following mark:

¹ the organisations may have different origins and experiences. Website are often designed, set-up and managed for and on behalf of customers by a variety of different organisations, such as:

- Software, ICT and networking providers
- Advertising agencies
- Public relation companies
- Consultants in organisation and management
- Internet service providers
- Individuals and professionals acting in different fields who developed the capability of designing and developing websites.

Qweb - Certification Scheme



- 12.6 The Qweb coach can use the mark on a website in any page related to the activity of website design or web set-up and management, on their advertising material, on other media and documents, such as headed paper and stationery.
- 12.7 The Qweb coach is not allowed to use the Qweb coach mark in any misleading way. Specifically there shall be no confusion with the Qweb mark. The IQNet partners ensure that the Qweb coach mark is used correctly. In case of misuse the Qweb coach qualification can be withdrawn with consequent cancellation of the coach from the www.qwebmark.net website.
- 12.8 The Qweb coach shall ensure at any time that at least one person inside its organisation has been duly qualified and that the above mentioned operating procedures and methodology are currently used for the implementation of websites to be presented for the Qweb certification. Failure to comply may entail withdrawal of the Qweb coach qualification and the use of the Qweb coach mark.
- 12.10 The insertion of the relevant data into the database of the coaches is done by the IQNet partner who qualifies the Qweb coach. A Qweb coach, once qualified, becomes a “public” coach for all possible Qweb customers, regardless of the IQNet partner who originally released the qualification.
- 12.11 The Qweb coach logo on the coach’s website is produced by a link to the www.qwebmark.net website. A mouse click on the logo produces a pop-up validation page that contains the coach’s identification data and the statement of validity of the certificate.
- 12.12 The www.Qwebmark.net website includes a database driven page for coaches which includes the coach’s company logo, a link and a description of their activity. The content of the Qweb coach presentation page is proposed by the coach and validated by the IQNet partner who qualifies the coach.

13 – Appeal complaints and disputes

- 13.1 The customer shall have the right to appeal against the decisions of the certification body. The handling of the appeal may include additional assessments at the customer’s site and/or further controls on the website. The appeal procedure is as defined in the General Contract Condition of the certification body.
- 13.2 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.

Annex 0

Definitions

1 Chat Room

An Internet location for live online conversations between any number of individuals.

2 Customer

Any natural or legal person entering into a contract to purchase goods or services from an *online supplier*.

3 Online Supplier

Any natural or legal person performing an activity of *electronic business*.

4 Certified Online Supplier

An *online supplier* certified by a *certification body*.

5 Electronic Business

Any transaction aimed at providing selling or purchasing goods and/or services and/or information where negotiations between the parties are carried out electronically rather than by means of actual exchanges or direct contacts.

6 Online Settlement of Disputes

Out-of-court settlement of disputes in the event of litigation between the *supplier* and the *customer*, conducted in observance of the law and in compliance with the following principles: independence, transparency, the right to a fair hearing, effectiveness of proceedings, legality of the decision, freedom for the parties, and representation.

7 Cookie

A piece of information (which may also contain *personal data* purposely entered by the user) transferred from a *website* to a user's computer and there stored, which can be displayed and used by the *web server* during a visit to that *website*.

8 Personal Data

Information concerning natural or legal persons who can be identified from that information or by cross-referencing that information with other information.

9 Link

A connection to web pages of any web server, which allows to display the same pages.

Qweb - Certification Scheme

10 **Qweb Mark**

The mark awarded by a certification body to be used by online suppliers shall use on their certified websites and which links directly to the Qweb site (www.Qwebmark.net), so that users can verify the authenticity of the mark and the identity of the online supplier. The online supplier can use the Qweb *mark* also on advertising material as well as on the accompanying documents of the goods or services supplied.

11 **News Group**

A group to which members may post via e-mail information of common interest, that is accessible to all other members.

12 **Certification Body**

One of the independent third party certification bodies that are owners of the Qweb *mark*, are subscribers to the certification scheme, and are entitled to award the mark to *online suppliers*. The list of these bodies is available in the Qweb site. (www.Qwebmark.net)

13 **Provider**

Organisation (also called internet service provider) which gives visibility to *online suppliers* through the Internet and can also provide a range of services from the mere use of the *web server* to security systems, to protect confidential data and online transactions (secure transmission systems when using credit cards or similar services).

14 **Website**

A collection of linked web pages maintained on a *web server* and relating to a specific business.

15 **Certified Website**

Each *website* that has been certified by IQNet partners for meeting the requirements set out in this Certification scheme and that displays the Qweb *mark*.

16 **Tag, <meta> Tag**

Marking element of the HTML language that allows to apply a format to a text or, in the case of the <meta> tag, to enter information in the pages of a website; said information, in the form of key-words, may serve to rank the site in a search engine.

17 **User**

Anyone who visits a *website*, whether or not engaging in *electronic business*.

18 **Web Server**

A computer that stores electronic pages and makes them accessible to *users* via the internet (World Wide Web).

Annex 1

Qweb Specification Release 2.0

Provisions are to be made to meet the following requirements. Compliance is checked by document review, online checks and back office auditing.

1 Identification of the Online Supplier

The online supplier shall be clearly identifiable on the certified website

- 1.1 The identification shall be clear and unambiguous, easy to find and concise. It shall at least include: full name of the company (or, where it is not a company, the full names of the proprietors or owners of the business), legal status, entry on the commercial register or VAT-registration number, registered office or principal place of business (place of establishment), operating place of business if different from the principal one, , name of the managing director, , e-mail address, mailing address (including the country), telephone number, fax number, hours of operation with reference to time zones. The identification information shall be printable.
- 1.2 Concerning regulated professions² the professional association or similar institution to which the online supplier belongs shall be specified, as well as the professional title issued by the State where the professional resides, and if applicable, the reference to the existing professional rules of procedure of the State where the online supplier resides.
- 1.3 If an authorisation³ is required, details concerning the authority which granted said authorisation shall be given.

2 Information to be Provided on the Certified Website

- 2.1 Complete and accurate information about goods and services advertised or offered for sale on the website, shall be given in a clear and easy to find format, prior to the beginning of the transaction. This information shall be printable and electronically storable. Complete and accurate information means sufficient information so that the customer understands the nature of goods and services offered and the conditions of sale or supply, which are an integral part of the sale or supply contract. Complete Information shall be given in all languages that the online supplier advertises on his website. This information shall at least include:
 - 2.1.1 a detailed⁴ description of the goods and services offered (including if applicable patent rights) so that the customer is not misled and can take an aware purchasing decision;
 - 2.1.2 the price of the goods and services, of any taxes or other State imposed fees;
 - 2.1.3 specifying the currency and, if applicable, of duties or tariffs;
 - 2.1.4 the terms of shipping, delivery and transport, including the timeframe within which the goods and services will be available or delivered, or when they will be made available for shipping, the timeframe of order processing, and the shipping costs; an indication as to the impossibility to deliver or to geographic limitations, or to any applicable legal

² Regulated professions are those professions that need a special permit in order to be carried on. They are country dependent. Examples are: medical doctors, civil engineer, lawyer, etc.

³ Some activities require an authorisation. They are country dependent. Examples: pharmacy, selling of weapons and explosives, etc.

⁴ The extent of "detailed" depends on the kind of goods or services offered. In the case of an online computer shop the description of some articles may be just the producer's name, the article name and the part number. (e.g. "MYCOMPANY", "stand for webcam", "STD-001-B")

Qweb - Certification Scheme

- restrictions on sale or use; if the case, an indication that the goods are carried at the customer's risk;
- 2.1.5 the terms of payment, including the accepted currencies, the set time limits, and any possible options;
- 2.1.6 any guarantees or warranties relating to goods and services and any certificates either mandatory by Laws or Regulations (e.g. CE marking) or voluntary (product or management system certification);
- 2.1.7 if partial payments or payments by instalments are accepted the online supplier shall notify the customer the full payment conditions in the contract (i.e. full price, monthly payments, interests, taxes etc).
- 2.1.8 how to obtain repair and service within the validity of the guarantee and any other after sale support or service related to the goods and services purchased
- 2.1.9 how to cancel orders;
- 2.1.10 if applicable, the existence of the right to withdraw and how to exercise it; this **should** include a statement of the policy for returning goods which do not meet the customer's requirements, or are defective, including time limits and costs, if any;
- 2.1.11 terms, and procedures to refund customers;
- 2.1.12 in case of promotions, such as price reductions, prizes, or give-aways, or contests, or games, these shall be clearly identifiable as such and the terms to benefit from them shall be stated accurately and without ambiguity, including the validity period of special offers;
- 2.1.13 applicable laws and the place of jurisdiction⁵
- 2.1.14 valid languages for contracts;
- 2.2** moreover, the online supplier can disclose any other verifiable information on existing affiliations that may be of relevance to the requirements of the present specification, as well as the reference and the marks of any other certifications that he may possess.

3 Transaction Management

- 3.1** Order processes shall be clearly recognisable as such. An order shall only be initiated by a conscious act on the part of the customer. It shall be possible to check and if needed to correct all the elements of an order before placing it and to exit the website without placing an order. A check question shall be answered before the order is finalised. In the check question the price of the order shall be given and there shall be a reference to the conditions of contract. In addition, the conclusion of the purchase contract shall be confirmed with a purchase number and date and it shall be printable, too.
- 3.2** When goods are not available or a service ordered cannot be provided as specified the online supplier shall have:
 - 3.2.1 a process to notify the customer in a timeframe that is appropriate to the transaction and in line with the nature of the goods or the services (when feasible, the unavailability should be notified on the website);
 - 3.2.2 if an alternative is offered, a process by which the customer can accept or refuse it and, if the customer requests cancellation of the order, timely procedures to cancel it and refund the customer;
 - 3.2.3 a reliable system for the delivery of goods ordered, within the specified timeframe or in accordance with what agreed when placing the order. This means resorting to reliable carriers with whom there exist agreements. In this case the online supplier shall specify on the certified website the timeframe within which the goods will be made available to carriers for shipping
 - 3.2.4 a process to invoice and settle orders in line with what described on the website;
 - 3.2.5 the order confirmation in a printable way;

⁵ In the EU this may be the country of the purchaser (in B2C e-business) according to the European Directive Nr. 44/2001.

Qweb - Certification Scheme

- 3.2.6 according to the type of good or service ordered, the notification that the goods have been shipped;
 - 3.2.7 a process to inform customers of invoicing errors.
 - 3.2.8 possible information to the customer about the status of on-going orders
- 3.3** The certified online supplier shall implement adequate measures to guarantee that customers' orders are processed in accordance with what stated on the website. These measures should include:
- 3.3.1 a system to check that the orders are complete and consistent, before accepting and processing them
 - 3.3.2 a process to ensure that the goods and services supplied correspond to what ordered

4 Social Responsibility

- 4.1** The online supplier shall always respect the principles of good faith and loyalty in commercial transactions particularly those dictated by the protection of vulnerable consumers. The online supplier shall:
- 4.1.1 not provide on the website links to deceptive, fraudulent or illegal sites; not publish on the certified website or distribute in any form, either to the aim of selling or for any other purposes, material that is illegal or illicit in the jurisdiction where the online supplier carries out its principal business activities (e.g. gambling sites, sites of religious sects, pornography sites, etc.);
 - 4.1.2 avoid the link to websites for which an authorisation should be obtained and such authorisation has not been granted, as yet;
 - 4.1.3 not use intellectual property in a deceptive way such as to lead to error or without authorisation. Note: For instance: the unauthorised use of a third party's logo or trademark to create the impression of sponsorship or endorsement, or the use of a third party's copyright without first obtaining the appropriate permission;
 - 4.1.4 promote advertising activities that are truthful, refrain from publishing false or misleading information or make claims about products or services that do not comply with any applicable advertising codes of practice; ascertain the actual truthfulness of any third party "seals" or certificates advertised as such
 - 4.1.5 label advertising as such and keep it separate from technical details concerning the goods or services, avoiding to disguise it as technical functionality, also by means of links, without disclosing to customers that it is, indeed, advertising;
 - 4.1.6 be able to substantiate any express or reasonably implied factual claim made in advertising, also comparative, or marketing activity, and obtain reasonable assurance on the reliability on an information before publishing it on the website;
- 4.2** E-business application that are directly aimed at children shall be age-appropriate, and shall not exploit the credulity, lack of experience or sense of loyalty of children. When children are involved the online supplier shall:
- 4.2.1 refrain from collecting any information;
 - 4.2.2 avoid to attract them to participate in, or divulge information by the prospect of, games, prizes or similar activities;
 - 4.2.3 refuse to knowingly accepting orders for goods or services;
 - 4.2.4 establish, display and implement a policy for monitoring the use of chat rooms and new groups, and the access to web pages which are directly managed by the online supplier;
 - 4.2.5 if applicable, offer a section for parents were they are informed about the service.
- 4.3** As for the techniques of hypertexts and HTML language management and subsequent modifications and improvements, the online supplier:

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- 4.3.1 shall not disable a browser's "back" button, nor automatically process a link without an affirmative click-through, or prevent a customer from choosing where to navigate on the Internet, by resorting to the so called "mousetrapping" techniques.
- 4.3.2 shall not use systems to favour the ranking in search engines, if those systems imply terms that are unrelated to the certified site's actual content, goods offered, or services or if they are in any way deceptive, Note: for instance <meta> tags or similar technology should comply with this requirement
- 4.4 Termination of sessions: any e-business session opened by a registered user (authenticated user) shall be immediately closed at logoff or when the connection is lost to avoid any possible unauthorised access. Users' data may remain stored for the purpose of recording and tracing the transaction undertaken.

5 Processing of Users' Personal Information (Privacy)

- 5.1 A privacy statement has to be placed on the website referring to relevant applicable laws and regulations and that sets out:
 - 5.1.1 what personal information is being collected;
 - 5.1.2 the name of the person responsible for collecting and protecting the confidentiality of that personal information; Note: the responsible person can be the company that owns the certified website. In case the data treatment is subcontracted the subcontractor's name shall be published on the certified website.
 - 5.1.3 how and to what purposes that personal information will be used;
 - 5.1.4 to whom that personal information might be disclosed in case of users' consent;
 - 5.1.5 the rights of users to object or prohibit the collection, use or disclosure of their personal information, including the right to withhold or withdraw their consent at any time and for any use and the right to have that personal information corrected, completed or blocked;
 - 5.1.6 the consequences of denying or withdrawing the consent to collect, use or disclose their personal information;
 - 5.1.7 the possibility for users to verify their personal information;
 - 5.1.8 the means by which users may update their personal information or require any inaccuracy to be corrected;
 - 5.1.9 the undertaking not to use any personal information which have been reported as inaccurate until the inaccuracy has been corrected;
 - 5.1.10 a clear statement about the website's use of cookies or similar user-tracking techniques, including the consequences if users set their computers to delete or reject cookies (only session specific and security cookies can be used. Permanent cookies can be used providing a clear statement about their use is included on the website);
- 5.2 A system to obtain consent from users to use their personal information for purposes not directly related to the transactions between the online supplier and the users has to be implemented (opt-in rule). It shall be possible to withdraw such a permission.
- 5.3 Retaining personal information is allowed only when a transaction is consummated or if the user gives permission to retain that information for future purposes (opt-in rule). It shall be possible to withdraw this permission.
- 5.4 As few personal data as possible shall be collected for the performance of the service.
- 5.5 If personal data are collected it shall be clearly marked if the entered data are mandatory (e.g. the address for deliveries) or voluntary (e.g. title). Only data that are needed for the performance of the service shall be mandatory.

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6 Security

- 6.1** Procedures designed to ensure the integrity, authenticity and confidentiality of data should be implemented in accordance with the state of the art and in line with the degree of risk in the application concerned.
- 6.2** The online supplier shall declare its security policy on the certified website define and implement measures for the management of information security. These measures include:
- 6.2.1 a risk assessment to list and define the different methods of information handling as well as threats, weaknesses and hazards to which information may be exposed;
- 6.2.2 The criteria to define rules and technical and operational controls to protect information, as well as the measures to monitor them.
- 6.2.3 Such criteria shall at least include the following areas:
- data back-up and retrieval;
 - internal network security;
 - protection form possible intrusion;
- 6.2.4 Additional criteria should include the following areas:
- logical security (identification, authentication, integrity, password management, etc.);
 - physical security (access to places, etc.)
 - development and modification of applications (if applicable);
 - resort to sub-suppliers (outsourcing);
 - handling of paper documents.
- 6.3** furthermore, the online supplier should define the appropriate operative instructions, staff training, as well as monitoring and testing activities.
- 6.4** a secure payment method shall be implemented, either directly or indirectly resorting to banks or similar institutions provided with certified security systems.

7 Quality of the E-Business Process (Control, Complaints and Corrective Actions)

The online supplier shall regularly monitor its own performances with regard to customer's expectations and, when necessary take corrective actions. To this end the following measures shall be considered:

- 7.1** The online supplier shall provide evidence that the business processes involved in handling the scope of delivery or performance offered can be controlled in such a way that he can monitor compliance with the general and special terms and conditions applicable to its activities.
- 7.2** The online supplier shall monitor performances with regard to customers' expectations and, when necessary, take corrective actions. To this end, the following measures should be considered:
- 7.2.1 indicating on the certified website how a customer can make a complaint, including a physical address and a telephone number and avoid providing only post office boxes, e-mail addresses, answering machines, or voice mail systems. Days and hours of operations shall be specified; besides the principal offices, the same information shall be also provided for any offices or branches;
- 7.2.2 implementing a system for receiving, recording and processing complaints from customers and users, which should at least include:
- 7.2.3 replying to any well-founded and non-anonymous complaint within a set timeframe;

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- 7.2.4 taking appropriate measures to prevent the re-occurrence of the situation that led to the complaint;
 - 7.2.5 showing clear and exhaustive records for the resolution of complaints;
 - 7.2.6 implementing systems in order to monitor that effective corrective measures are taken within a defined time period, to handle any non-compliance with this specification either detected at internal level or reported from a third-party, including the certification body;
 - 7.2.7 implementing a system for receiving customers' comments on goods and services, keeping statistics of that feedback and correcting actions on the basis of the results;
- 7.3** The online supplier should agree to out-of-court settlement of disputes caused by a disagreement with the customer by means of the online mediation systems provided by relevant organisations. The certified website should include instructions on how to access to out-of-court (online) dispute settlement; Note: this requirement is optional.⁶

⁶ This requirement applies as mandatory for B2C e-commerce transactions in those Countries where an online dispute settlement system is available at affordable costs.