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Halal Certification Services  
Terms of Service

**1. Acceptance of Terms of Service**

ISWA Halal Certification Department/USA Halal Chamber of Commerce, Inc. (hereinafter referred to as the “Certifier”) provides its certification services (“Services”) to you subject to the following Terms of Service (“TOS”) and the attached Requirements for Facilities Seeking Halal Certification (“Requirements”). Your Application and use of Certifier’s Services in whole or in part constitutes your binding acceptance of both these TOS and Requirements. If you do not agree to these TOS or to the Requirements, you should not use Certifier’s Services.

These Services may be subject to additional posted rules, policies and terms. When you use those Services, you shall be subject to those additional conditions, which are incorporated by reference into these TOS and/or Requirements (and, consequently, form part of your agreement with us). In the event of an inconsistency between these TOS and any additional posted Requirements, the provisions of the additional conditions and/or Requirements shall control. Because we may modify all or any part of these TOS from time to time without notice to you, you should check back often so you are aware of your current rights and responsibilities. Your continued use of these Service after changes to the TOS have been published constitutes your binding acceptance of the updated TOS. If at any time the TOS are no longer acceptable to you, you should immediately cease all use of the Services. The ISWA Halal Standards and Guidelines are attached to the last page (hereto).

**2. Description of Services**

The Services include the commercial and professional certification that your products/services will comply with Islamic Dietary and Shariah Laws.


**3. General Rules of Conduct**

(a) If you have any inquiries regarding Halal, you agree that you will contact the Certifier first and ask the Certifier each of your questions before contacting any other company. Certifier will respond on your behalf.

(b) Your use of the Services is subject to all applicable local, state, national and international laws and regulations, and you agree not to violate such laws and regulations.

(c) You agree to comply fully with the Terms of Service and Requirements at all times.

(d) You agree to provide samples of any product being certified by Certifier when requested.

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(e) You agree to provide Certifier with a Plant or “Establishment’ number and to provide Certifier with supporting documentation within ten (10) days, if requested.

4. Certification Prerequisites

(a) You must be a facility that is legally registered in the country where it operates.

(b) You must be a certified/recognized facility with USDA/FDA, etc. or government entities from their country of residence (except for sales and non-production plants).

(c) You must have competent employees who will adhere to all Halal certification guidelines and these terms & conditions.

5. Conditions for Certification

At all time, the rightful owner of the halal certificate shall be ISWA and it shall be collected back as and when deemed necessary by ISWA.


a) ISWA shall be solely responsible for, and shall retain authority for all its decisions relating to its halal certification, including granting, maintaining, renewing, extending, reducing, suspending and the withdrawing of certification.

b) The granting of a halal certification shall be done upon a successful audit and after being reviewed by ISWA team of Technical Auditor and Islamic Affairs Expert/Shariah Auditor (when the application standards apply).

c) The client shall remain as a legal entity, or a defined part of a legal entity, such that the legal entity can be held legally responsible for all its activities;

d) The client must always fulfil the certification requirements set by ISWA in order to maintain the halal certification including implementing appropriate changes when they are communicated by ISWA;

e) If the certification applies to ongoing production, the certified product must continue to fulfil the product requirements;

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f) The client shall make all necessary arrangements for the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;

g) The client shall make all necessary arrangements for the investigation of complaints;

h) The client shall make all necessary arrangements for the participation of observers;


i) The client shall make claims regarding certification consistent with the scope of certification;

j) The client shall not use its product certification in such a manner as to bring ISWA into disrepute and does not make any statement regarding its product certification that ISWA may consider misleading or unauthorized;

k) If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety;

l) In referring to product certification in communication media such as documents, brochures or advertising, the client shall submit to ISWA a copy for vetting and comply with ISWA stated herein requirements;

m) The client shall comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;

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n) The client shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to ISWA when requested, and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;

o) The client shall inform ISWA, without delay, of changes that may affect its ability to conform with the certification requirements;

p) The client shall exercise control as specified by the certification scheme over ownership, use and display of licenses, certificates, marks of conformity, and any other mechanisms for indicating a product is certified;


q) Incorrect references to the certification scheme, or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity must be avoided;

r) The use and display of licenses, Halal certificates and Halal marks of conformity shall be prominent, only per the approved ones and in entirety;

s) Halal certificate owners who failed to renew their Halal certificates will not be allowed to use the Halal mark at the premises or on the manufactured Halal products/services or inside the grocery shop or supermarkets corridors;

t) The Halal mark should be printed clearly on all certified Halal products and labelled on each box/package. Companies can print the colored mark suitable to its packaging as long as it does not change the original specification(s) of the mark;

u) The certificate holder shall not reproduce the granted Halal certificate in part and/or in a way that would hinder the legibility, nor shall tamper with the original copies or photocopies of the Halal certificate. He shall not translate the certificate and/or test reports in other languages without the control and consent of the Halal certification body;

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v) Any violations of any of the above conditions may lead to the suspension, withdrawal, or termination of the halal certification depending on the severity which will be decided by the ISWA Decision Committee;

w) Upon suspension, withdrawal, or termination of certification, the client must discontinue its use of all advertising matter that contains any reference thereto and acts as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.

#### 6. Fee-Based Services


You agree to pay all fees and charges that you incur. Payment for all services conducted (i.e. Invoices) sent to applicant by Certifier must be fully paid within thirty (30) days in order to be in good standing with certification, if not, all membership and Halal documentation is automatically revoked. If the “Services” do not pass the “Certifiers” inspection criteria, the “Applicant” is still required to pay for all travel and accommodation if incurred and that is incurred even though no certification is issued. Any unpaid invoice(s) over 100 days late may be sent to a 3<sup>rd</sup> party collections agency if remaining unpaid. Unless otherwise noted, all currency references are in U.S. dollars.

All audits must be paid for regardless of the outcome of the audit.

Refund Policy: No refunds of any kind are given. No refunds will be issued once services are rendered and documentation is distributed to the client.

#### 7. Application Obligations

Our Services require that you file an application. You agree that you will provide accurate information (such as the legal name of your company and a valid e-mail address) and will update your relevant information if it becomes outdated. If you provide any

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information that is, or that Certifier in its reasonable discretion determines may be, untrue, inaccurate, not current or incomplete, Certifier has the right, without prior notice, to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). Certifier may also require you to correct the information within thirty (30) days of it may withdraw its certification.

**8. Passwords and Other Security Issues**

If Certifier issues you a password, you agree to help protect your information by guarding that password, and by changing it as soon as possible if you believe its security has been compromised. You may not transfer your registration, password or user name to another person or share it with anyone.

**9. Termination**

This agreement shall continue in full force and effect unless sooner terminated by either Party by giving 30 days' written notice to the other Party. Any notice of termination under this Article shall be given by certified mail to the Party to the address provided herein; provided, however, that such notice shall be mailed to such other address as either Party may later specify in writing and all notices shall be deposited, postage prepaid, in the United States mail.


The Certifier, in its sole discretion, may terminate this Agreement immediately without penalty upon written notice to applicant, if applicant is found to be in violation of any Halal certification documentation issued by Certifier or any other provision of this Agreement. In such case, the applicant will be responsible for the full cost of all products and packaging bearing Certifier's seal/logos/marks. Certifier may also publish its termination on its website.

Certifier has the right, but not the obligation, to take any of the following actions in its sole discretion at any time and for any reason without giving you any prior notice:

- (a) Restrict, suspend or terminate its Services;
- (b) Establish general practices and limits concerning use of the Services.

Certifier may take any of the above actions for any legitimate business reason, as determined by Certifier in its sole discretion, including, but not be limited to:

- (a) breaches or violations of the TOS or other incorporated agreements or guidelines,
- (b) requests by law enforcement or other government agencies,

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(c) a request by you,

(d) discontinuance or material modification to the Services (or any part thereof).

You agree that we will not be liable to you or any third party for taking any of these actions.

**10. Non-Solicitation**

During the term of this agreement and for the period of one (1) year after the expiration or termination hereof, you agree that you shall not, without first obtaining the consent of Certifier solicit or attempt to hire, directly or indirectly, in any capacity, any current or former employee of the Certifier.


**11. Indemnification**

You hereby agree to indemnify, defend and hold Certifier, and its operating divisions, affiliates and subsidiaries, officers, director, employees, and agents (collectively, “Certifier’s Entities”) harmless from and against any and all liability, losses, expenses, damages and costs (including attorneys' fees), incurred by you in connection with any claim arising out of your use of Certifier’s Services.

Certifier reserves the right to assume, at its sole expense, the exclusive defense and control of any claim, action or other matter for which you are required to indemnify Certifier, and all negotiations for settlement or compromise thereof, and you agree to fully cooperate with Certifier in the defense of any such claim, action, settlement or compromise negotiations, as requested by Certifier.

Further, you agree to indemnify, hold harmless, and defend Certifier or Certifier’s Entities against any and all claims that may arise out of any injury to any of your employees, agents, or representatives while performing services hereunder whether attributable in whole or in part to a willful or neglectful act or omission of Certifier or Certifier’s Entities. You expressly waive any and all immunity from suit by Certifier or Certifier’s Entities by operation of any workers’ compensation or similar statute; provided, however, that such waiver shall apply only to extent necessary to enable the enforcement of this indemnification provision.

You shall further defend, indemnify, and hold harmless Certifier or Certifier’s Entities from and against any and all suits, proceedings, claim, losses, and damages (including reasonable attorneys’ fees) related to any claim by a third party alleging that the Certifier or Certifier’s Entities’ use of the trademarks or any portion thereof constitutes an infringement of any Intellectual Property Rights of any kind of such third party.

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12. **Limitation of Liability**

You expressly understand and agree that Certifier and “Certifier’s Entities” shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill or other intangible losses resulting from your use of or inability to use these Services.

13. **Certifier’s Proprietary Rights**

Use of Certifier’s intellectual property without Certifier’s prior written consent is strictly prohibited and may constitute trademark and copyright infringement and unfair competition in violation of federal and state laws.

14. **Use of Certifier’s Copyrights**

The entire content of the USA Halal’s web site including but not limited to texts, designs, graphics, interfaces, or code and the selection and arrangement thereof is protected by United States and international copyright laws and is the exclusive property of Certifier.


You may not reproduce, modify, distribute or republish materials contained on Certifier’s website (either directly or by linking) without Certifier’s prior written consent. You may not alter or remove any trademark, copyright or other notice from copies of content. You may, however, download material from the site (one machine readable copy and one print copy per page) for your personal use only. We reserve all rights in and title to all material so downloaded. All trademarks, service marks, trade names, trade dress and logos appearing on the site are the property of Certifier. Any unauthorized or prohibited use of any Material, may subject you to civil liability or criminal prosecution, or both, under applicable federal and state laws.

15. **Use of Certifier’s Trademarks**

You agree not to display or use in any manner Certifier’s registered trademarks or its common law logos, trademarks, service marks, product and service names (“Trademarks”) without Certifier’s prior written permission. If you have previously been licensed by Certifier, you agree to follow the trademark usage guidelines you have been provided with your license agreement. If you have not been received trademark usage guidelines, you agree to comply with the following guidelines:

(a) By using Certifier’s Trademarks, in whole or in part, you acknowledge that Certifier is the sole owner of the Trademarks and you agree not to interfere with any of its rights, including challenging its use, registration of, or application to register such



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trademarks, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse, or bring into disrepute any of its trademarks.

(b) You may not use or register, in whole or in part, Certifier’s trademarks including its graphic symbols, logos, icons, or a confusingly similar mark, as part of a company name, trade name, product name, or service name except as specifically noted in these guidelines.

(c) You may not use Certifier’s Trademarks or a confusingly similar mark, on or in connection with web sites, products, packaging, promotional/advertising materials, or for any other purpose except pursuant to an express written trademark license from Certifier.

(d) You may not alter any of Certifier’s Trademarks in any manner. You may only display the logo as designated herein, and not in any other manner.

(e) You may not use any of Certifier’s trademarks or its graphic symbols, logos, or icons in a disparaging manner or link your website to Certifier’s websites if your site is obscene or pornographic, or disparaging, defamatory, or libelous to Certifier or to Certifier’s Entities.

(f) You may not use Certifier’s Trademarks in a manner that would imply Certifier’s affiliation with or endorsement, sponsorship, or support of your product or service or present misleading information about Certifier’s services and/or products.


(g) The goodwill derived from using any part of Certifier’s trademarks exclusively inures to the benefit of and belongs to Certifier.

(h) Except for the limited right to use as expressly permitted under these Guidelines, no other rights of any kind are granted hereunder, by implication or otherwise.

(i) Certifier reserves the right in its sole discretion to terminate or modify your permission to display its Trademarks and logos at any time.

(j) Certificates and trademarks shall not be transferred to successors in title, new owners or other organizations.

(k) USA HALAL CHAMBER OF COMMERCE INC. AND THE ISWA HALAL CERTIFICATION DEPARTMENT certificates shall be produced without changes to third parties.

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(l) After certification has been cancelled, suspended, withdrawn or annulled, the client must desist from any promotion, making use of the certification and USA HALAL CHAMBER OF COMMERCE INC. AND THE ISWA HALAL CERTIFICATION DEPARTMENT trademark. The client's right of retention is precluded and must commit to return the certificate/s following cancellation, suspension, withdrawal or annulment.

(m) The client shall never use the certification and trademark in such a way as to undermine the reputation of USA HALAL CHAMBER OF COMMERCE INC. AND THE ISWA HALAL CERTIFICATION DEPARTMENT.

(n) An USA HALAL CHAMBER OF COMMERCE INC. AND THE ISWA HALAL CERTIFICATION DEPARTMENT certificate or trademark shall never be used in a misleading manner and not in accordance with strict provisions stipulated by USA HALAL CHAMBER OF COMMERCE INC. AND THE ISWA HALAL CERTIFICATION DEPARTMENT.


(o) Certificates can only be displayed at the address mentioned on the certificate.

(p) The documents provided to the client by USA HALAL CHAMBER OF COMMERCE INC. AND THE ISWA HALAL CERTIFICATION DEPARTMENT, including the USA HALAL CHAMBER OF COMMERCE INC. AND THE ISWA HALAL CERTIFICATION DEPARTMENT trademark, are protected by intellectual property laws.

(q) An electronic copy of the trademark as shown above shall be supplied to the client when required.

(r) Written permission shall be sought to approve and print any labels, websites, documents or any other place our trademarked logo will be used.


(s) The Trademark shall only be used on products manufactured during the certification period indicated on the certificate.

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(t) Certificates and trademarks may be used for promotion. Such use is restricted to the scope and the period of validity of the certification. USA HALAL CHAMBER OF COMMERCE INC. AND THE ISWA HALAL CERTIFICATION DEPARTMENT Trademark shall not be attached to a non-conforming product that does not conform to guidelines of usage in our Terms of Service.

**Additionally, all companies must comply with the following:**

- 1. A digital image copy of the ISWA HALAL CERTIFICATION DEPARTMENT/USA HALAL CHAMBER OF COMMERCE, INC. halal logo will be sent over to a customer whom had been granted approval.**
- 2. A standard number or reference may be used in conjunction with the logo to show compliance of a certain degree.**
- 3. Only halal logos that had been provided by the ISWA HALAL CERTIFICATION DEPARTMENT/USA HALAL CHAMBER OF COMMERCE, INC. can be used by its approved customer which is limited to the specifications including size, shape, colour, resolution, etc.**
- 4. The usage of the halal logo is meant only for approved products as specified in the halal certificate from the specific site and shall not be used on any other products.**
- 5. Halal logos can only be used by the approved customer on packaging of products while the establishment certificate is valid and must be removed immediately off all packaging after the certificates have expired or when revoked.**
- 6. It is recommended for a halal logo to be printed on all individual packaging, a compilation of packaging (secondary package), on carton boxes and any other external packaging that may pose a risk to contamination.**

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7. **Halal logos used by the approved customer must not be used in conjunction with any other logo/s or images or any other words that may affect its credibility (i.e. image of animals or deities).**
  
8. **Random checks from both the market and in-house will be made as and when necessary to ensure compliance.**
  
9. **A pre-packaged product shall not be described or presented on any label or in any labelling whether by words, pictorial or any other medium which refer to or are suggestive either directly or indirectly of any other product, with which such item might be confused; or by such a manner as to lead the purchaser or consumer to suppose that this food is connected with the other product.**
  
10. **When required by law, an allergen note must be included in each individual packaging which includes notification of the usages of or the possible contact on items like soy, milk, fish, nuts, egg and such.**
  
11. **In the case for abattoir, the label shall declare the following information:**
  - a. **The name of product and type of animal.**
  - b. **Date of slaughtering (in day, month and year).**
  - c. **Date of packaging or processing.**
  - d. **Reference number of veterinary/ health certificate containing slaughtered animal information.**
  - e. **Mechanical slaughtering, when used.**
  - f. **Electric stunning, when used.**

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**12. For non-abattoir plant, the label must contain the following information:**

- a. Name and type of the product.**
- b. A list of ingredients, which reflects undoubtedly clearance from all prohibitions of rules. Sources of actual ingredients shall be announced clearly and explicitly.**
- c. Products containing fats, oils, meat derivatives or extracts such as gelatine or rennet, shall declare its sources.**
- d. Food additives should be declared.**
- e. All kinds of fish with scales, shrimp and fish egg of fish with scales including their by-products shall be properly labelled as “scaled fish”. All other aquatic animals including their by-products shall be clearly labelled as “non-scaled fish” as the case may be.**


**16. Proper Trademark Notice and Attribution**





(a) You may use Certifier’s Trademarks in advertising, promotional, and sales materials if you use the appropriate trademark symbol (TM, SM, ®) every time any of Certifier’s Trademarks appear on any product, product documentation, or other product communications, or in the text of any advertisement, brochure, or other material.

(b) You agree to include an attribution of Certifier’s ownership of its trademarks within the credit notice section of your product, product documentation, or other product communication.

Certifier’s Registered Trademarks


U.S. Reg. Number	Trademark

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1	4323113	
2	4323112	
3	4323111	
4	4311881	
5	4285198	ISWA HALAL CERTIFICATION DEPARTMENT <sup>®</sup>
6	4285197	USA HALAL CHAMBER OF COMMERCE, INC. <sup>®</sup>

17. Choice of Law and Forum

The formation, construction and interpretation of this agreement shall be controlled by the laws of the State of Maryland, giving no effect to choice of law provisions. The U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of this Agreement. Any dispute relating to this agreement shall be subject to the exclusive jurisdiction of the state and federal courts in Maryland, U.S.A., and you agree to submit to the personal and exclusive jurisdiction of these courts.

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18. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

19. Agreement Construed According to Fair Meaning

This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

20. Headings

Headings contained in this Agreement are solely for the convenience of the parties hereto and shall not be deemed to or be used to define, construe, or limit any of the provisions hereof.

21. No Waiver

No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver or relinquishment thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.


22. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, the remaining provisions of this Agreement to the maximum extent permitted by law shall remain in full force and effect. To the extent permitted by law, the parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

23. Clauses


a) The certification body shall be responsible for, and shall retain authority for, its decisions relating to certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification. At all time, the rightful owner of the halal certificate shall be the certifying body and it shall be collected back as and when deemed necessary by the certifying body.

b) The client shall be a legal entity, or a defined part of a legal entity, such that the legal entity can be held legally responsible for all its activities;


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- c) The client must always fulfil the halal certification requirements including implementing appropriate changes when they are communicated by the certification body;
- d) If the halal certification applies to ongoing production, the certified product must continue to fulfil the product requirements;
- e) The client shall make all necessary arrangements for the conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
- f) The client shall make all necessary arrangements for the investigation of complaints;
- g) The client shall make all necessary arrangements for the participation of observers,
- h) The client shall make claims regarding certification consistent with the scope of certification
- i) The client shall not use its halal certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its halal certification that the certification body may consider misleading or unauthorized;
- j) Upon suspension, withdrawal, or termination of certification, the client must discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- k) If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- l) In referring to its product certification in communication media such as documents, brochures or advertising, the client shall comply with the requirements of the halal certification body or as specified by the certification scheme;
- m) The client shall comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;



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- n) The client shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- o) The client shall inform the certification body, without delay, of changes that may affect its ability to conform with the halal certification requirements.
- p) The client shall exercise control as specified by the certification scheme over ownership, use and display of licenses, certificates, marks of conformity, and any other mechanisms for indicating a product is certified.
- q) Incorrect references to the certification scheme, or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action.
- r) The Halal certification body shall exercise proper control over ownership, use and display of licenses, Halal certificates and Halal marks of conformity.
- s) Guidance on the use of Halal certificates and Halal marks permitted by the Halal certification body may be obtained from related standard.
- t) Incorrect references to the Halal certification system or misleading use of licenses, Halal certificates or marks, found in advertisements, catalogues, etc., shall be dealt with by suitable action.
- u) Halal certificate owners who failed to renew their Halal certificates will not be allowed to use the Halal mark at the premises or on the manufactured Halal products/services or inside the grocery shop or supermarkets corridors.
- v) The Halal mark should meet the required specifications as per the approved standard.
- w) The Halal mark should be printed clearly on all certified Halal products and labelled on each box/package.

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x) Companies are allowed to print the colored mark suitable to its packaging as long as it does not change the original specification(s) of the mark.

y) The Halal mark/certificate should be exhibited only at the entrance of the certified restaurant.

The certificate holder shall not reproduce the granted Halal certificate in part and/or in a way that would hinder the legibility, nor shall tamper with the original copies or photocopies of the Halal certificate. He shall not translate the certificate and/or test reports in other languages without the control and consent of the Halal certification body.


If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, the remaining provisions of this Agreement to the maximum extent permitted by law shall remain in full force and effect. To the extent permitted by law, the parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

#### 24. Independent Counsel

You acknowledge, represent and declare that, in agreeing to these Terms of Service, you have relied solely upon your own judgment, belief and knowledge, and that you have not been influenced to any extent whatsoever in executing the same by and representations or statements made by any other party or by a representative of another party. You acknowledge, represent and declare that you have carefully read the Terms of Service and Requirements, know their contents and that you execute this agreement voluntarily and without duress or pressure. You have reviewed the Terms of Service and Requirements, and the rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

#### 25. Testing

Testing is a requirement in order to keep in good standing with your certification. All companies must send samples of their Halal products, obtain the test results from an ISO 17025 accredited lab and send ISWA a copy of the test results minimum once a

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year. The prices of tests vary depending upon the type of product you produce. The cost of the tests are separate from the membership fee (all testing costs will be invoiced and paid to the lab directly). ISWA does not send invoices for testing.


**26. Audits and Inspections**

- a) After an application approved by our committee, our audit/inspection team has up to 6 months to conduct the audit.
- b) An audit/inspection of your facility must be conducted minimum annually to keep in good standing with your certification. ISWA has the right to conduct unannounced audits as deemed necessary.
- c) All audits costs must be paid by the client if the audit was conducted, regardless of the outcome of the audit.
- d) If the client confirms the audit and ISWA has booked travel, ISWA must be reimbursed for all audit related expenses, regardless of the reasons for cancellation or changes. If termination of the audit is due to the client, all audit expenses must be reimbursed to ISWA.
- e) Any changes or cancellation fees incurred must be reimbursed to ISWA.

**27. Notice**

Any notice or communication required or permitted to be given hereunder shall be in writing shall be deemed to have been duly served (i) when received if personally delivered or sent by facsimile transmission (with confirmed receipt), (ii) three days after being sent by registered or certified mail, return receipt requested, postage prepaid, or regular airmail, postage prepaid, to the Parties, or (iii) one day after overnight courier, if receipt is confirmed by the delivery agent at their respective addresses set forth below (or such other address as may be designated pursuant hereto). If you have not provided Certifier with accurate information, Certifier cannot be held liable if it fails to notify you.

If to the Applicant, to the following address:

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If to Certifier, to the following address:


ISWA Halal Certification Department/  
USA Halal Chamber of Commerce, Inc.  
12510 Prosperity Drive, Suite 280  
Silver Spring, MD 20904  
USA

28. Complete Agreement

The TOS and Requirements constitute the entire agreement between you and Certifier and govern your use of the Services. The TOS and Requirements cannot be changed or terminated orally. This Agreement is the only agreement of the parties hereto relating to the subject matter thereof. No statements, promises or representations have been made by any party to another, or are relied upon, and no consideration has been or is offered, promised expected, or held out, other than that provided in this Agreement. No conditions precedent to the effectiveness of this Agreement exist, other than as may be expressly provided herein. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. This Agreement may only be modified by a writing signed by the party to be bound. By accepting this Agreement, you agree to comply with these terms of service, the requirements and the guidelines to use Certifier’s intellectual property.

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

You are submitting a request to receive Certifier’s Certification Services. By signing, you acknowledge that you have read and understood our Terms of Service and the attached Requirements.

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