



## Terms of Use

### General

The terms and conditions of use set out below (hereafter: "Terms of Use") apply to each visit to and use of the EFPRA website. Please read these Terms of Use carefully before using the EFPRA website. These Terms of Use describe the terms and conditions of use of this website.

This website (excluding websites linked to this website) is managed by EFPRA, a legal entity under Dutch law, registered at Bierstapad 15, NL 1221 JK Landsmeer, The Netherlands, number chamber of commerce 61088900, RSIN number 802069368 ("EFPRA", "we", "our", "us").

### Applicability

By visiting and using of the information, recommendations and/or services offered on this website (hereafter: "Information"), you agree to comply with our Terms of Use. The Terms of Use apply to all visitors/users of this website and the Information on it. If you do not wish to agree with these Terms of Use, we request that you do not continue to visit or use this website. We would like to point out that these Terms of Use may change at any time, without prior notice, and we advise you, as a visitor to and/or user of this website, to check the Terms of Use regularly to remain up to date on any changes.

Use the print button to print or download the Terms of Use. If you would like to receive a printed copy of the Terms of Use, please send an e-mail with your address to [info@EFPRA.eu](mailto:info@EFPRA.eu).

### Availability of the website and changes

Access to the EFPRA website is granted on a temporary basis and we reserve the right to suspend, discontinue or adjust the services that we offer via our website without prior notice.

This website is intended to be available 24 hours a day and seven days a week. EFPRA cannot be held liable if, for any reason, at any moment or for any period, this website is unavailable or if the usual level of availability is not realised. If we consider it necessary, we may suspend access to the website or close down the website for an indefinite period of time. We may also occasionally limit access to certain parts of the website or the entire website.

You are responsible for taking all the necessary measures to gain access to our website. You are also responsible for making sure that all persons who gain access to our website via your internet connection are aware of these Terms of Use and comply with them.

We strive to keep our website up to date and may change the content at any time. Information on our website may become out of date after a certain time, but we are in no way obliged to bring it up to date.

### Information and liability

Information is provided for general information purposes only and should not be considered advice. EFPRA is not liable for any damage resulting from the use of (or inability to use) this website, including any damage caused by (the transferal of) viruses or inaccuracies or omissions in the Information, unless the damage is the result of gross negligence or deliberate misconduct on the part of EFPRA. In addition, EFPRA is not liable for damage resulting from the use of electronic means of communication, such as damage caused by the non-delivery, incorrect or delayed delivery of electronically communicated information, the interception or changing of electronically communicated information by third parties or by computer programs used for the electronic communication of information. This does not affect our liability for death or personal injury resulting from negligence, our liability for fraudulent representation or misrepresentation of fundamental matters, and any other liability that cannot be excluded or limited by applicable law.

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This website contains links to external websites (for example by means of hyperlinks, banners or buttons). This does not automatically mean that EFPPRA is associated with these websites or the owners thereof. EFPPRA is also not responsible for these other websites and the Information they provide. EFPPRA is not liable for the use of content from websites that provide links to this website or those to which links are included on this website. Our Privacy Statement and Cookie Policy are not applicable to any collection and processing of your personal data on or via such external websites. Before using external websites, we recommend that you carefully read the terms of use declared applicable to them.

### Personal details

Our Privacy Statement and Cookie Policy are applicable to the processing of personal details. We recommend that you carefully read our Privacy Statement and Cookie Policy before providing us with any personal information.

### Intellectual property rights

Unless stated otherwise, all intellectual property rights, including copyrights and trademark rights on, but not limited to, texts, images, visual material, sounds and software, belong to EFPPRA, or are included with the permission of the relevant owner.

It is permitted to print a section of the website or download it to a hard drive for personal, (non-commercial) information purposes, as long as the content remains unchanged and the following copyright notice is included: "© EFPPRA. All rights reserved." All other forms of use of the website and the Information it contains, such as the saving or reproduction of (a section of) the EFPPRA website on an external website or the creation of links, hyperlinks or deep links between the EFPPRA website and another (external) website, are forbidden without the express written permission of EFPPRA. Commercial use of (a copy of and/or a section of) the website and/or the trademark it contains is forbidden at all times.

### Information provided by you

Information that you upload to this website, as well as all other activities on this site:

- may not be incorrect, erroneous or misleading;
- may not violate or infringe upon applicable legislation, regulations, licenses or the rights of third parties;
- may not be harmful, threatening, libelous, obscene, insulting or offensive on racial or ethnic grounds and may not infringe the rights of third parties;
- may not facilitate any illegal activities;
- may not display sexually explicit images;
- may neither incite nor promote unlawful violence;
- may not be discriminatory on the grounds of race, gender, skin colour, faith, sexual orientation or disability and may not otherwise be prohibited by law;
- may not cause material damage or personal injury;
- may in no way disrupt the proper functioning of the website and may not circumvent the website's security, encroach upon or interfere with the functioning of the website without permission, secretly intercept a system, information or personal data, provide unauthorised access for this purpose or appropriate such items.

You hereby declare that any contribution you make to this website complies with the aforementioned standards.

EFPPRA reports such violations or criminal offences to the relevant enforcement authorities and co-operates with those authorities by disclosing your identity to them in the event of (a suspicion of) a violation or criminal offence. If a violation of the above conditions is detected, your right to make use of our website ceases immediately.

EFPPRA has the right to remove information, materials or messages that you place on our website without prior notice if it is our opinion that such information, messages or materials do not comply with the standards set out in these Terms of Use relating to the content of the website.

## **Indemnity**

You hereby declare that you will indemnify and compensate EFPRA for any and all legal proceedings, claims and notices of liability against EFPRA resulting from the use and/or exploitation of the information, materials or messages you provide on our website that violate the (intellectual property) rights of a third party or are otherwise unlawful towards a third party.

## **Invalidity**

If these Terms of Use are or become partially or wholly invalid, the remaining sections of these Terms of Use will remain in full force. The invalid sections of the Terms of Use will be replaced by valid provisions that have legal force and correspond as much as possible to the provisions of the invalid sections, taking into account the content and purpose of these Terms of Use.

## **Applicable law and choice of forum**

Dutch law is exclusively applicable to these Terms of Use. Any disputes arising in connection with these Terms of Use, including disputes regarding their existence and validity, will be brought before the Dutch court.

## **Questions, remarks or suggestions**

If you have any questions, remarks or suggestions relating to your visit to and use of this website, please contact us by e-mail [info@efpra.eu](mailto:info@efpra.eu) or by letter Boulevard Baudouin, 18 (Bte 4), BE – 1000 Brussels. We reserve the right to make adjustments to this Privacy Statement. Any changes that we make to our Privacy Statement will be published on this website.