

THE INTERNATIONAL FEDERATION OF INSPECTION AGENCIES LIMITED

WEBSITE TERMS, CONDITIONS OF USE AND PRIVACY POLICY

Information About Us

These Terms and Conditions apply to www.ifa-federation.org which is operated by us.

We are The International Federation of Inspection Agencies Limited (hereinafter referred to as "IFIA", "we" or "us"). We are registered in England and Wales under company number 01641984 and have our registered office at 1 Paternoster Square, London EC4M 7DX. Our VAT number is BE06 5777 3331.

Website Terms and Conditions

Please read these Terms and Conditions carefully before using this website. By accessing or using this website, you agree to be bound by the provisions set out below. If you do not agree to be bound in this way, do not continue to access or use this website. We may modify these provisions at any time. Any such modifications are effective immediately from the time they are included on this website. You agree to review these provisions regularly to ensure you become aware of any modifications to them.

Confidential Information

The Internet is not a secure medium and privacy cannot be assured. We cannot accept any responsibility for any harm or damage you may experience or incur by sending personal or confidential information to us over the Internet or if we send you such information at your request.

If you choose to give us personal information via the Internet we may need to correspond with you, for example, to let you know how we will use such information. If you inform us that you do not wish to have this information used as a basis for further contact with you then we will respect your wishes.

Encryption

Please note that any e-mail sent to or from ourselves via this website and any attachments will not be encrypted. They may therefore be liable to be compromised. This is an inherent risk in relation to e-mail.

We do not, to the extent permitted by law, accept any liability (whether in contract, negligence or otherwise) for any external compromise of security and/or confidentiality in relation to transmissions sent by e-mail.

Cookies

Cookies are software applications which are placed onto the hard drive of your computer by websites. The aim of a cookie is to track a user's navigation in the website and store the information on the user's hard drive. This information should make your website visits more productive by storing and using information on your website preferences and habits. They do not identify users personally but they do identify each user's computer.

Your browser software can choose whether or not to accept cookies and most browser software is initially set up to accept them.

We may offer cookies to you to improve this website and to deliver a more personalised service. Cookies may enable us to estimate usage patterns, to speed up your searches and to recognise you when you return to this website. You should ensure that your browser software is set not to accept cookies if you do not wish to receive them. Should we implement Cookies, they will be within the scope of the EU Regulation of 2016 concerning the protection of individuals with regards to the processing of personal data, regarding the free movement of such data (GDPR).

Links

You may not link to this website or frame this website on any website without our prior written permission.

We do not accept any responsibility for the information practices of any third party websites linked to our website. We make no representations about any third party websites which you may access through links on this website.

The inclusion of links to third party websites contained on this website do not mean that we endorse such third party websites.

A third party website accessed from a link on this website is independent from ourselves and we have no control over the content and/or management of that website. You view and rely upon the contents of any such third party website at your own risk. We accept no liability to you for the contents of and/or information on any third party website.

We shall have no liability to you for any loss or damage you may suffer if you enter into any contract as a result of viewing a third party website linked to this website.

We do not guarantee that any links to third party websites contained on website will function correctly.

Accessing the Websites

Access to this website is permitted on a temporary basis, and we reserve the right to withdraw or amend the website without notice. We will not be liable if for any reason this website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of this website, or the entire website, to users who have registered with us.

If you chose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at the time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

You are responsible for making all arrangements necessary for you to have access to this website. You are also responsible for ensuring that all persons who access this website through your internet connection are aware of these Terms and Conditions and that they comply with them.

Uploading Material to This Website

Whenever you make use of a feature that allows you to upload material to this website, or to make contact with other users of this website, you must comply with the content standards set out below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to this website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to this website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of this website.

We have the right to remove any material or posting you make on this website if, in our opinion, such material does not comply with the content standards set out below.

Interactive Services

We may from time to time provide interactive services on this website, including, without limitation our discussion forum.

We are under no obligation to oversee, monitor or moderate any interactive service we provide on this website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Content Standards

These content standards apply to any and all material which you contribute to this website, and to any interactive services associated with it. The standards apply to each part of any contribution as well as to its whole. Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.

- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Failure to comply with these contents standards constitutes a material breach of these Terms and Conditions and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use this website.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to this website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

Intellectual Property

All website design, text, pictures, graphics and the selection and arrangement of them and all software compilations, coding, underlying source code, software and all other material on this website are either owned or licensed to us. Those materials are protected by copyright laws and legislation around the world. All such rights are reserved.

Infringement of copyright in this website or the materials associated with this website may lead to criminal and/or civil sanctions in the UK, US and other countries.

Permission is granted to you to electronically copy and to print hard copy portions of this website for your personal reference provided you agree not to change and/or delete any content, web design and/or layout contained in that material and acknowledge us (and any identified contributors) as authors of such material. Any other use of materials on this website including modification, distribution, or republication are strictly prohibited.

If you copy, print or download material from this website in breach of these Terms and Conditions you must immediately cease to use this website and erase, destroy and/or return any unauthorised materials to us.

If you believe that any content of this website in any way infringes intellectual property rights belonging to you or any third party please contact us immediately.

Viruses

Please note that viruses and similar destructive programs are an inherent risk of communication via the Internet.

We will use our reasonable endeavours to prevent contamination of any material sent to you with any virus or similar destructive code.

We do not, to the maximum extent permitted by law, accept any liability for any virus or similar destructive code which computer equipment and/or software used by you may suffer as a result of your accessing this website and/or any other communication via the Internet between you and ourselves.

It is your responsibility to scan what you choose to download from this website to ensure that it is free of such items as viruses, worms, trojan horses, logic bombs and other similar destructive code.

You must not introduce any viruses, worms, trojan horses, logic bombs or other similar destructive code to this website, attempt to gain unauthorised access to this website, the servers on which it is stored or any server, computer or database connected to this website, nor attack this website using a denial of service attack. To the extent that you do any of these things, we may report such activities and disclose personal data relating to you to any relevant law enforcement agency.

General Disclaimers

Neither we nor any of our affiliates, directors, employees or other representatives will be liable for losses arising out of or in connection with the use of and/or inability to use this website.

We provide this website and its contents on a "as is" basis and for general information only. The content included on this website does not constitute advice on any specific matter and it is not a substitute for independent advice. We will not be liable for any losses arising out of any reliance placed on the content of this website by you, or any person informed of its contents.

While every effort has been made to ensure the content of this website is accurate and up to date we make no (and expressly disclaim all) representations or warranties, express or implied, of any kind with respect to this website or its contents including, but not limited to, in respect of the accuracy or completeness of this website and its contents and/or any warranties of merchantability and/or fitness for a particular purpose.

The limitations of liability in relation to this website apply to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

The limitations of liability in relation to this website do not limit our liability to the extent that it cannot be limited and/or excluded by applicable law, for example consumer law.

Your use of this website is subject to English law. Any dispute and/or claim arising out of this website is subject to the non exclusive jurisdiction of the English Courts.

You are liable for any telephone charges and any charges made by your internet service provider as a result of your use of the internet service.

Any rights not expressly granted by us are reserved.

Your Concerns

If you have any concerns about material which appears on this website, please contact us at Rue du Commerce 20-22, Brussels, Belgium and secretariat@ifia-federation.org.

Privacy Policy

Your privacy is essential for us. This Privacy Policy is applicable, inter alia, to (i) our website, (ii) all (commercial) relations between IFIA and its members, prospects and business partners and (iii) when visiting the building/office of IFIA.

This Privacy Policy includes information about the personal data collected by IFIA, as well as the manner in which IFIA uses and processes this personal data.

IFIA wishes to emphasize that it always attempts to act in accordance with (i) the Data Protection Act 2018 and/or (ii) the EU Regulation of 2016 concerning the protection of individuals with regards to the processing of personal data, regarding the free movement of such data and repealing Directive 95/46/EC and (iii) all (future) UK laws regarding the implementation of this Regulation.

Visiting the website, appealing on the services of IFIA, subscribing for the newsletter, any communication with IFIA, registration as a member, subscription to an event and downloading files implies your explicit approval (through disclosure of your personal information or opt-in) of the Privacy Policy and consequently how we collect, use and process your personal data.

Types of personal data

IFIA can collect and process the following personal data:

- Title
- Name
- Surname
- Position - function
- Nationality
- Sex
- E-mail address
- Telephone number (landline and/or mobile phone)
- Password
- Residence address

- ID number - Passport
- Birthdate
- Social media data
- Camera and video footage
- Company names
- Company address
- Employment details
- Examination records for certification schemes
- Invoicing and payment details
- License plate of vehicles
- Geographical location data
- IP-addresses
- All personal data provided in the 'additional information' when completing a contact form
- All personal data freely provided to IFIA (e.g. in light of correspondence with IFIA).

IFIA also automatically collects anonymous information regarding your use of the Website. As such, IFIA shall, for example, automatically log which sections of the Website and Platform you visit, which web browser you use, which website you visited when you obtained access to the Website. We cannot identify you through these data, but it allows IFIA to draw up statistics regarding the use of the Website.

Methods of personal data collection:

- These personal data are collected in the context of:
 - Visiting the Website
 - Collaboration with IFIA
 - Incoming and outgoing correspondence with IFIA
 - Visiting the office/building of IFIA
 - Creation of an account
 - Registration of candidates for certification schemes
 - Requesting an offer
 - Subscription to the newsletter (whether or not through the Website)
 - Appealing on the services of IFIA, whether or not through the Website and/or whether or not via the Website a mobile device
 - Subscription to a webinar/seminar/event/etc.
 - Exchanging business cards
 - Filling in membership form for prospective member
 - Verification of your identity (e.g. when a data subject contacts customer service)
 - Registration for events and workshops
 - Taking pictures, videos and minutes during events
 - Recording webinars and conference calls after prior consent
 - Registering visitors when entering the building
 - Invoicing

All personal data, collected by IFIA, are thus expressly and voluntarily provided by you.

Providing certain personal data is (sometimes) a requirement to be able to enjoy certain services (e.g. to gain access to certain parts of the Website, to subscribe to newsletters,

to participate in certain activities and events). In this respect, it shall be indicated which data must be provided mandatory and which data is optional.

Use of personal data

- IFIA can use your personal data for the following purposes:
- Performance of the agreement with IFIA (incl. follow-up thereof)
- Responding to questions (whether or not received through the contact form)
- Optimising the quality, management and content of the Website
- Sending newsletters, special briefings and bulletins
- Sending invitations to events/webinars/workshops/round table discussions etc.
- Creating statistics
- Follow-up material and surveys after a meeting/event
- Creation of an account (free or paying) and the confirmation thereof

- Providing support/assistance (e.g. in case of problems)
- Send updates based on your communication preferences and – where applicable – upon explicit consent
- Conducting customer satisfaction studies, surveys and other market research
- Registration of visitors at the office/building of IFIA
- Confirmation of the subscription of an event
- Issuing invoices and the collection thereof

Processing takes place on the following legal grounds, as the case may be:

- You have given consent to the processing of your personal data for one or more specific purposes
- Processing is necessary for the performance of the agreement with IFIA or in order to take steps at your request prior to entering into an agreement
- Processing is necessary for compliance with a legal obligation to which IFIA is subject
- Processing is necessary in order to protect your vital interests or of another natural person
- Processing is necessary for the performance of a task carried out in the public interest
- Processing is necessary for the purposes of the legitimate interests pursued by IFIA or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, which require protection of personal data.

Disclosure of personal data to third parties

IFIA shall not disclose your personal data to third parties, unless it is necessary in the context of performing the agreement and optimisation thereof (including but not limited to IFIA). In this respect, your personal data may be disclosed to payment providers, software providers, cloud partner, transport partners, external consultants and service providers.

If it is necessary that IFIA discloses your personal data to third parties, the third party concerned is required to use your personal data in accordance with the provisions of this Privacy Policy.

Notwithstanding the foregoing, it is however possible that IFIA discloses your personal data:

To the competent authorities (i) if IFIA is obliged to do so under the law or under legal or future legal proceedings and (ii) to safeguard and defend our rights

If IFIA is taken over by a third party or merged with another organisation, its assets, including your personal data which IFIA has collected, shall be transferred to the new entity.

The contact details of IFIA members to other IFIA members after prior consent

To the participants of events after prior consent

In all other cases, IFIA will not sell, hire out or pass on your personal data to third parties, except when it (i) has obtained your permission to this end and (ii) has completed a data processing agreement with the third party in question, which contains the necessary guarantees regarding confidentiality and privacy compliance of your personal data.

Cross-border processing of personal data

Any transfer of personal data outside the European Economic Area (EEA) to a recipient whose domicile or registered office is in a country which does not fall under the adequacy decision enacted by the European Commission, shall be governed by the provisions of a data transfer agreement, which shall contain (i) the standard contractual clauses, as referred to in the 'European Commission decision of 5 February 2010 (Decision 2010/87/EC)', or (ii) any other mechanism pursuant to privacy legislation, or any other regulations pertaining to the processing of personal data.

Storage of personal data

Unless a longer storage period is required or justified (i) by law or (ii) through compliance with another legal obligation, IFIA shall only store your personal data for the period necessary to achieve and fulfil the purpose in question, as specified in the Privacy Policy under 'Use of personal data'.

Your privacy rights

In light of the processing of your personal data, you enjoy the following privacy rights:

- Right to oppose and/or object the processing of your personal data
- Right of access to your personal data
- Right to rectification, completion or update of your personal data
- Right to delete your personal data (i.e. 'right to be forgotten'). (Should this be done, certain services may no longer be accessible and/or can no longer be provided)
- Right to limit the processing of your personal data
- Right to transferability of your personal data

Should you wish to invoke your privacy rights, please contact secretariat@ifia-federation.org

In principle, you can exercise these rights free of charge via the above-mentioned form. In addition, you can always, via your personal account, update, modify and/or verify your personal data, which you were required to submit when creating your account.

If you no longer wish to receive newsletters or information IFIA, you can unsubscribe at any time by replying “unsubscribe” to any communication.

Security of personal data

IFIA undertakes to take reasonable, physical, technological and organisational precautions in order to avoid (i) unauthorised access to your personal information, and (ii) loss, abuse or alteration of your personal data.

IFIA shall store all personal data, which it has collected onsite and in the cloud with data centre(s) in and outside the EU.

Notwithstanding IFIA' security policy, the checks it carries out and the actions it proposes in this context, an infallible level of security cannot be guaranteed. Since no method of transmission or forwarding over the internet, or any method of electronic storage is 100% secure, IFIA is, in this context, not in a position to guarantee absolute security.

Finally, the security of your account will also partly depend on the confidentiality and complexity of your password. IFIA will never ask for your password, meaning that you will never be required to communicate it personally. If you have nonetheless communicated your password to a third party – for example because this third party has indicated that it wishes to offer additional services - this third party shall have access to your account and your personal data via your password. In such cases, you are liable for the transactions which occur as a result of the use made of your account. IFIA therefore strongly advises you, if you observe that someone has accessed your account, to immediately change your password and contact us.

Update Privacy Policy

IFIA is entitled to update this Privacy Policy by posting a new version on the Website. As such, it is strongly recommended to regularly consult the Website and the page displaying the Privacy Policy, to make sure that you are aware of any changes.

If you have questions and/or remarks about this Privacy Policy or the manner in which IFIA collects, uses and/or processes your personal data, please contact us:

Via e-mail: secretariat@ifia-federation.org, or

Via post: Rue du Commerce 20-22, B-1000, Brussels, Belgium

In case you are not satisfied with the way IFIA handled your questions and/or remarks or have any complaints about the way IFIA collects, uses and and/or processes your

personal data, note that you have the right to lodge a complaint with the Privacy Commission.