

TIC Council

WEBSITE AND EXTRANET TERMS, CONDITIONS OF USE AND PRIVACY POLICY

Information About Us

These Terms and Conditions apply to www.tic-council.org which is operated by us.

We are TIC Council (hereinafter referred to as "we" or "us"). We are registered in Belgium and have our registered office at Rue du Commerce 20-22, 1000 Brussels. Our VAT number is BE0724881295.

Website Terms and Conditions

Please read these Terms and Conditions carefully before using this website and/or the Extranet portal. By accessing or using this website and/or our Extranet, you consent to be bound by the provisions set out below. Giving consent means you freely give a specific, informed, and unambiguous indication of your wish to access or use this website and/or our Extranet, by which you signal your agreement to the processing of your personal data. 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 and/or our Extranet. You agree to review these provisions regularly to ensure you become aware of any modifications to them.

Definitions

1. "processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
2. "filing system" means any structured set of personal data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis
3. "controller" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data

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 us via this website and/or our Extranet and any attachments will not be encrypted. They may therefore be liable to being 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 on 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 to accept cookies or not, and most browser software is initially set up to accept them.

We may offer cookies to you to improve this website and/or the Extranet 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 and/or the Extranet. 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 and/or our Extranet or frame this website on any website without our prior written permission.

We do not accept any responsibility for the information processing practices of any third party websites or third parties linked to our website and/or Extranet. We make no representations of any third party websites you may access through links on this website and/or Extranet.

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

TIC Council is independent from any third party websites accessed from a link on this website and/or the Extranet and has no control over the content and/or management of any hyperlink in any way connected to a third party website. You access, view, and rely upon the contents of any such third party website at your own risk. We accept no liability towards any user for the contents of and/or information on any third party website.

We are not liable to you for any loss or damage you may suffer as a result of viewing or accessing a third party website linked to this website and/or the Extranet.

We do not guarantee, by any means, that any links to third party websites contained in our website and/or the Extranet will function correctly or will not cause damages to you or any third party users.

Accessing the Website and the Extranet

Access to this website and/or the Extranet is permitted on a temporary basis, and we reserve the right to withdraw or amend the website without notice. We are not liable to any user or third party 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 and/or the Extranet, 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 undertake responsibility for any arrangements necessary to access or use this website and/or the Extranet. You are also responsible for ensuring that all persons who access this website and/or the Extranet through your internet connection are aware of these Terms and

Conditions and that they comply with them.

Uploading Material to This Website or the Extranet

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

Any material, information, or links you upload to this website and/or the Extranet 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 reserve the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to this website and/or the Extranet constitutes a violation of their intellectual property rights, or their right to privacy.

We do not undertake responsibility or will not be found liable to any third party or user, for the content, information, or accuracy of any materials posted by you or any other user of this website and/or the Extranet.

We have the right to remove any material, information, or links you post, promote, or market on this website and/or the Extranet if, in our opinion, such material, information, or link does not comply with the content standards set out below.

Interactive Services

We may from time to time provide interactive services on this website and/or the Extranet including, but not limited to, our discussion forum.

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

Content Standards

These content standards apply to all materials you contribute to this website and/or the Extranet, and to any interactive services associated or that at a certain point may be linked to them. 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 Belgium 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 trademark 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
- Threaten, abuse, or invade another person's privacy, or cause annoyance, inconvenience, or needless anxiety to any person or third party
- Be likely to harass, upset, embarrass, or alarm any other person
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- Give the impression that any contribution emanates from TIC Council if this is not the case or has not been expressly allowed
- 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 all or any of the following actions:

- Immediate, temporary, or permanent withdrawal of your right to use this website and/or our Extranet
- Immediate, temporary, or permanent removal of any posting or material uploaded by you to this website and/or our Extranet
- Issue of a warning
- Initiate legal proceedings against you to reimburse all of the costs to indemnify the parties affected (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- Further legal actions against you
- Disclosure of 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 and Extranet design, text, pictures, graphics, and their selection and arrangement, and all software compilations, coding, underlying source code, software and all other material on this website are either owned by or licensed to TIC Council. Those materials are protected by copyright laws and legislation around the world; All such rights are reserved.

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

We grant permission to electronically copy and print hard copy portions of this website and/or the Extranet, 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 and/or the Extranet, including modification, distribution, replication, 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/or the Extranet, and erase, destroy and/or return any unauthorised materials and/or information to us.

If you believe that any content in on this website, in any way or form, 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 reasonably endeavour to prevent contamination of any material sent to you with any virus or similar destructive code.

We do not, to the extent permitted by law, accept any liability for any damages produced to your computer equipment and/or software by any virus or similar destructive code, as a result of your accessing this website and/or the Extranet, and/or any other communication via the Internet between you, us, and/or a third party.

It is your responsibility to scan what you choose to download from this website and/or the Extranet, to ensure that it is free of items such as viruses, worms, malwares, trojan horses, logic bombs and other similar

destructive code.

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

General Disclaimers

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

We provide this website and its contents on an "as is" basis and for general information only. The content included on this website and the Extranet 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 from any reliance placed on the content of this website or the Extranet by you, or any person informed of its contents.

While every effort has been made to ensure the content of this website and the Extranet is accurate and up to date, we make no (and expressly disclaim all) representations or warranties of any kind, express or implied, with respect to this website or our Extranet or its contents; including, but not limited to, the accuracy or completeness of this website or the Extranet 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 and the Extranet 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 the damages that the use of this website and/or our Extranet, may cause 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 and/or the Extranet is subject to Belgian law. Any dispute and/or claim arising out of this website is subject to the non-exclusive jurisdiction of the Courts of Belgium.

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

service to access, use, or upload any material or information to our website and/or the Extranet.

Any rights not expressly granted by us are reserved for the exclusive use of TIC Council.

Your Concerns

If you have any concerns about material which appears on this website and/or the Extranet, please contact us at Rue du Commerce 20-22, 1000 Brussels, Belgium and secretariat@tic-council.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 TIC Council and its members, prospects, and business partners and (iii) when visiting the building/office of TIC Council.

This Privacy Policy includes information about the personal data collected by TIC Council, as well as the way TIC Council uses and processes this personal data.

TIC Council emphasizes that it endeavours to act in accordance with (i) the Act of 30 July 2018 on the Protection of Natural Persons with Regard to the Processing of Personal Data 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) Belgium laws regarding the implementation of this Regulation.

Visiting the website and/or the Extranet, appealing on the services of TIC Council, subscribing for the newsletter, any communication with TIC Council, registration as a member, subscription to an event and downloading files, implies your explicit consent (through disclosure of your personal information or opt-in) of this Privacy Policy; As a result, you consent to the methods employed to collect, use and process your personal data.

Types of personal data

TIC Council 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 TIC Council (e.g. in light of correspondence with TIC Council)

TIC Council also automatically collects anonymous information regarding your use of the Website and the Extranet. As such, TIC Council shall, for example, (and not exclusively) automatically log which sections of the Website and/or the Extranet, you visit, and which web browser you use, which website you visited when you obtained access to the Website and/or the Extranet. We cannot identify you through these data, but it allows TIC Council to draw up statistics regarding the use of its Website and Extranet.

Methods of personal data collection:

These personal data are collected in the context of:

- Visiting the Website and/or the Extranet
- Collaborating with TIC Council
- Incoming and outgoing correspondence with TIC Council
- Visiting the office/building of TIC Council
- Creating of an account
- Registration of candidates for certification schemes
- Requesting an offer
- Subscribing to the newsletter (whether or not through the Website)
- Appealing on the services of TIC Council, whether or not through the Website and/or the Extranet, and/or whether or not via a

mobile device

- Subscribing to a webinar/seminar/event/etc.
- Exchanging business cards
- Filling in a membership form for prospective member
- Verifying your identity (e.g. when a data subject contacts customer service)
- Registering 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

Thus, all personal data, collected by TIC Council, is expressly and voluntarily provided by you.

Providing certain personal data is (when necessary) a requirement to be able to enjoy certain services (e.g. to gain access to certain parts of the Website and/or the Extranet, 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

TIC Council can use your personal data for the following purposes:

- Performance of an agreement with TIC Council to which the data subject or user is party or in order to take steps at the request of the data subject or user prior to entering into a contract (incl. follow-up thereof)
- Responding to questions (whether or not received through the contact form)
- Optimising the quality, management, and content of the Website and/or the Extranet
- 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)
- Sending 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 TIC Council
- 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 an agreement with TIC Council to which the data subject or user is party or in order to take steps at the request of the data subject or user prior to entering into a contract
- Processing is necessary for compliance with a legal obligation to which TIC Council 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 TIC Council 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

TIC Council 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 TIC Council). 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 TIC Council 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 TIC Council discloses your personal data:

- To the competent authorities (i) if TIC Council is obliged to do so under the law or under legal or future legal proceedings and (ii) to safeguard and defend our rights
- If TIC Council is taken over by a third party or merges with another organisation, its assets, including your personal data which TIC Council has collected, shall be transferred to the new entity

- The contact details of TIC Council members to other TIC Council members after prior consent
- To the participants of events after prior consent

In all other cases, TIC Council 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 of 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, TIC Council 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

Considering 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 and/or erasure of 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@tic-council.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 TIC Council, you can unsubscribe at any time by replying “unsubscribe” to any communication.

Security of personal data

TIC Council 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.

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

Notwithstanding TIC Council 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, TIC Council 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. TIC Council 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 of your account. TIC Council therefore strongly advises you, if you observe that someone has accessed your account, to immediately change your password and contact us.

Update Privacy Policy

TIC Council is entitled to update this Privacy Policy by posting a new version on the Website and Extranet. As such, it is strongly recommended to regularly consult the Website and/or the Extranet and the page displaying the Privacy Policy, to make sure that you are aware of any changes or updates we may apply.

If you have questions and/or remarks about this Privacy Policy or the way TIC Council collects, uses and/or processes your personal data, please contact us:

Via e-mail: secretariat@tic-council.org or

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

In case you are not satisfied with the way TIC Council handled your questions and/or remarks or have any complaints about the way TIC Council collects, uses and and/or processes your personal data, note that you have the right to lodge a complaint with the Privacy Commission.

TIC Council

Rue du Commerce 20-22, 1000 Brussels, Belgium | +32 2 880 21 37

secretariat@tic-council.org | www.tic-council.org

VAT: BE0724881295 | Transparency Register No.: 840667012559

Formerly known as IFIA and CEOC