



December 2020

# WEBSITE AND PORTAL TERMS OF USE

## 1. WEBSITE AND PORTAL TERMS OF USE

- Please read these terms of use ("**Terms of Use**"), and our Privacy Policy which can be found [here](#) carefully before using our website and Portal [www.epmf.be] ("**Site**"). By using the Site, you indicate that you accept these Terms of Use, and our Privacy Policy [\[link\]](#), and that you agree to abide by them. You also agree to abide by the confidentiality provisions and applicable rules in the Articles of Association of EPMF [\[link\]](#) and EPMF's Internal Rules [\[link\]](#), solely to the extent you are a duly registered member of EPMF. If you do not agree to all of these Terms of Use, do not use the Site.
- We reserve the right, at our sole discretion, to revise and update these Terms of Use at any time without further notice. We will post the latest version of our Terms of Use on this page. If any significant changes are made to these Terms of Use, we will notify you by way of a pop up notice when you first access the Site following such a change. We will post the last date of any change to these Terms of Use at the top of this page. Your continued use of the Site after such changes will mean you accept those changes.
- In these Terms of Use, "user", "you" and "your" means any and all persons using this Site.

## 2. INFORMATION ABOUT US

- The Site is operated by the European Precious Metals Federation ( "EPMF"/ "we" / "our"/ "us). We are registered in Belgium under registration number ("*numéro d'entreprise*") 0821.614.645 and have our registered office at avenue de Tervueren 168 box 6, 1150 Bruxelles. Our VAT registration number is BE0821614645.

## 3. ACCESSING THE SITE

- Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site without notice. We may restrict access to some parts of the Site, including the Portal, to users who have registered with us. You must treat all passwords as confidential and must not disclose them to any third party. We have the right to disable any user identification code or password at any time if in our opinion you have failed to comply with any of the provisions of these Terms of Use.
- It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the Site. The Site is only licensed for use on a device owned or controlled by you.
- We may, from time to time, restrict access to certain features, content, or all or part of the Site.
- We cannot guarantee the continuous, uninterrupted or error-free operability of the Site. There may be times when all of, or certain features, parts or content of, the Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts or content of the Site.



- You may only use the Site for your own personal use and only in accordance with these Terms of Use.
- We may change the format and content of the Site from time to time. You agree that your use of the Site is on an 'as is' and 'as available' basis and at your sole risk.
- The Site is a venue for content supplied by EPMF and its Members. If you feel that any information or content appearing or posted on the Site, including the Portal, is inaccurate, inappropriate or breaks any of the provisions set out in the Articles of Association of EPMF, EPMF's Internal Rules, or these Terms of Use or the Privacy Policy [\[link\]](#) please let us know by contacting us at this email address: info@epmf.be.

#### 4. LINKS TO OTHER SITES

- The Site may contain links to other sites. Except where they belong to us, such other sites are not under our control or maintained by us. We are not responsible for the content of such sites. We provide these links for your convenience only but do not monitor or endorse the material on them. We cannot accept any liability whatsoever and howsoever arising in relation to any such other sites (including, for the avoidance of doubt and not by way of limitation, any inability to access or delay in accessing any such other site) or in relation to any material or information appearing on them or which you may otherwise come across after leaving our Site by way of a hypertext link or any other means.

#### 5. WARRANTIES

- As a condition of your use of the Site, you warrant to us that you will not use it or any material or information on it for any purpose that is unlawful or prohibited by these Terms of Use.
- You may not use the Site:
  - a. in any way that breaches any applicable local, national or international law or regulation;
  - b. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - c. for the purpose of harming or attempting to harm any third party in any way;
  - d. to knowingly transmit any viruses, worms, trojans, or any other contaminants that may be used to access and/or modify, delete or damage any data files or other computer programs.
- You warrant that you are using the Site for yourself or as a member of EPMF and not for any other commercial purposes and that you have the legal authority to use the Site in accordance with these Terms of Use. You agree to be financially responsible for all charges, fees and other sums of whatever nature which arise out of your use of the Site.
- We make no warranty that the Site (or any sites that are linked to the Site) is free from technical errors, computer viruses or any other malicious or impairing computer programs, but we take necessary security measures to mitigate such risks.

#### 6. INTELLECTUAL PROPERTY RIGHTS

- All concepts, information and materials contained in or displayed on the Site are the proprietary property of us or our licensors, and are protected by copyright, trade secret, and other applicable laws.
- The Site is for your personal and non-commercial use. No part of the Site may be reproduced in any form without our prior consent, other than temporarily in the course of using our service. Unless otherwise provided in these Terms of Use, you may not modify, copy, distribute, transmit,



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- You may not copy, reproduce or interfere with the Site, including but not limited to using any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any of its content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. We reserve the right to monitor and to bar any such activity and your use of the Site hereby authorises us to monitor your use of the Site and its content.

## 7. RULES ON DOWNLOADING CONTENT FROM THE PORTAL

- Any content downloaded from the Portal can only be accessed by EPMF’s Members, their employees or representatives who are validly entitled to access thereto. For any issue or question regarding your access right, please contact us at this email address: [info@epmf.be](mailto:info@epmf.be).
- Any content downloaded from the Portal can only be used for the purpose provided in the Articles of Association of EPMF and EMPF’s Internal Rules.
- You will not disclose or distribute any content downloaded from the Portal to any third parties, unless as authorised by the Articles of Association of EPMF and EMPF’s Internal Rules.
- Content downloaded from the Portal is the proprietary and copyright material of the relevant content (co-)owner(s); You acquire no rights in any content downloaded from the Portal.

## 8. DATA PROTECTION

- Your privacy is very important to us. Please read our Privacy Policy which can be found [here](#) which sets out how we intend to use and share any personal data you may choose to share with us via the Site.

## 9. LIABILITY

- We do not accept liability for loss or damage of any kind arising directly or indirectly from the use of the Site.
- If any clause of these Terms of Use is found, in whole or part, to be unenforceable for any reason that clause or part of a clause shall not apply and these Terms of Use shall be applied as if that clause or part of a clause had not been included.
- Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown within the Site and/or any services offered by us or on our behalf.

## 10. SUSPENSION

- We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the Site. When a breach of this policy has occurred, we may take such action as we deem appropriate, and this may include the immediate, temporary or permanent withdrawal of your right to use the Site.



## 11. APPLICABLE LAW

- These Terms of Use are governed by the law of Belgium and you agree that any disputes between us, including any non-contractual disputes, arising from these Terms of Use or the Site, will be dealt with only by the courts of Brussels, to the extent permitted by the Belgian public order rules.

## 12. CONTACTING US

Please submit any questions you have about these Terms of Use or any problems concerning the Site by email to [info@epmf.be](mailto:info@epmf.be).