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## TERMS AND CONDITIONS

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### By Using Our Site You Accept These Terms and Conditions

**Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site.** These Terms and Conditions, together with any other documents referred to herein, set out the terms of use governing your use of this website, [www.drivers.ecta.com](http://www.drivers.ecta.com) ("Our Site"). It is recommended that you print a copy of these Terms and Conditions for your future reference. These Terms and Conditions were last updated on 25.06.2023.

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree to these Terms and Conditions, you must stop using Our Site immediately.

The following document also apply to your use of Our Site:

- Our Privacy Policy, available at <https://ecta.com/privacy-policy/>. This is also referred to below in clause 14.
- Our Cookie Policy, available at <https://ecta.com/privacy-policy/>. This is also referred to below in clause 14.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"ECTA Content"</b>	means any and all text, images, audio, video, scripts, code, data, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
<b>Third Party Data</b>	Information, content or materials that have been provided by third parties
<b>"We/Us/Our"</b>	means ECTA

### 2. Information About Us

2.1 Our Site is operated by ECTA, the European Chemical Transport Association. We are a non-profit association in Belgium with number 0465.298.211. Our registered address is Boulevard Auguste Reyers 80, 1030 Brussels-Belgium. As a non-profit association, we represent the interest of the chemical transport industry to all stakeholders and oversee the Responsible Care initiative for European Chemical Transport and Logistics activities.

### 3. How to Contact Us

To contact Us, please email Us at [info@ecta.com](mailto:info@ecta.com).

### 4. Access to Our Site

4.1 Access to Our Site is free of charge. It is your responsibility to make the arrangements necessary in order to access Our Site.

4.2 Access to Our Site is provided on an "as is" and on an "as available" basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted. If We suspend or discontinue Our Site (or any part of it), We will try to give you reasonable notice of the suspension or discontinuation.

**5. Changes to Our Site**

5.1 We may alter and update Our Site (or any part of it) at any time.

**6. Changes to these Terms and Conditions**

6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site. If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

**7. How You May Use Our Site and ECTA Content and Third Party Data**

7.1 All ownership rights, intellectual property rights and other proprietary rights relating to Our Site or ECTA Content belong to Us, our third party licensors or is open source software. On Our Site we may present Third Party Data, which may include data provided by ECTA members and/or drivers who are engaged by ECTA members. We have ensured that we have the necessary rights to use such Third Party Data.

7.2 You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Site (or any part of it) for caching (this usually occurs automatically).

7.3 You may print one copy and download extracts of any page(s) from Our Site for personal use only. You may not modify the printed copies or downloaded extracts in any way. Images, video, audio, or any other Content downloaded from Our Site must not be used separately from accompanying text. Our status as the owner and author of the ECTA Content on Our Site (or that of identified licensors, as applicable) must always be acknowledged.

7.4 You may not use any ECTA Content or Third Party Data available, saved or downloaded from Our Site for commercial purposes without first obtaining such right from Us. We are entitled to such right at Our own discretion. This does not prevent the normal access, viewing, and use of Our Site for general information purposes.

7.5 You expressly acknowledge and agree that screen scraping, automated data collection, data mining or any similar activities aimed at extracting or gathering information from Our Site, including but not limited to ECTA Content and/or Third Party Data are strictly prohibited. You agree not to engage in any action or utilize any software, tools or technology that may enable or facilitate screen scraping or unauthorized data extraction from our Site.

**8. Links to Our Site**

8.1 You may only link to the homepage of Our Site [www.drivers.ecta.com](http://www.drivers.ecta.com).

8.2 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.

8.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

8.4 Your link should not use any logos or trademarks displayed on Our Site without Our express written permission.

8.5 You must not frame or embed Our Site on another website without Our express written permission.

8.6 You may not link to Our Site from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We

deem to be otherwise objectionable.

## 9. **Links to Other Sites**

- 9.1 Links to other websites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.
- 9.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

## 10. **Disclaimers**

- 10.1 Nothing on Our Site constitutes professional advice on which you should rely. It is provided for general information purposes only.
- 10.2 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case. In addition, although we make reasonable efforts to ensure the accuracy, completeness and legality and reliability of the Third Party Data, We do not make any guarantees in this respect. Your use or reliance of such Third Party Data is therefore at your own risk.

## 11. **Our Liability**

- 11.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.
- 11.2 To the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any ECTA Content or Third Party Data included on Our Site. To the fullest extent permissible by law, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 11.3 You agree to indemnify, defend and hold Us, our officers, directors, employees, affiliates and partners harmless from any claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with your screen scraping activities or breach of clause 7.5. of these Terms and Conditions.

## 12. **Viruses, Malware, and Security**

- 12.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.
- 12.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 12.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 12.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 12.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

**13. Acceptable Usage of Our Site and Third Party Data**

- 13.1 You may only use Our Site in a lawful manner: (a) You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply, (b) You must not use Our site in any way, or for any purpose, that is unlawful or fraudulent; and (c) You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.
- 13.2 If you fail to comply with the provisions of this clause 13, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response: (a) suspend or terminate your right to use Our Site, (b) issue you with a written warning, (c) take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach, (d) take further legal action against you, as appropriate, (e) disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or (f) any other actions which We deem reasonably appropriate (and lawful).
- 13.3 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in clause 13.2 in response to your breach.

**14. How We Use Your Personal Information**

We will only use your personal information as set out in Our Privacy Policy, available from <https://ecta.com/privacy-policy/> and Our Cookie Policy, available from <https://ecta.com/privacy-policy/>.

**15. Law and Jurisdiction**

- 15.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, Belgian law. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in clause 15.1 takes away from or reduces your legal rights as a consumer.
- 15.2 To the maximum extent permitted by law, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Brussels (Dutch chambers), Belgium.