
FIDIC CREDENTIALING LTD WEBSITE – ACCEPTABLE USE POLICY

1. FIDIC Credentialing Ltd. (FCL) website - Acceptable Use Policy

- 1.1 This Acceptable Use Policy sets out the terms between you and Us under which you may access Our website www.fcl.fidic.org This Acceptable Use Policy applies to all users of, and visitors to, Our site.
- 1.2 Your use of Our site means that you accept, and agree to abide by, all the terms in this Acceptable Use Policy, which supplement Our Website Terms and Conditions of Use.
- 1.3 [Www.fcl.fidic.org](http://www.fcl.fidic.org) is a site operated by FIDIC Credentialing Ltd (We or Us). We are registered in Switzerland under company number: CHE-328.987.841 and we have Our registered office at: World Trade Center II, Geneva Airport P. O. Box 311, CH-1215 Geneva, 15 Switzerland.

2. Prohibited Use

- 2.1 You may use Our site only for lawful purposes.
- 2.2 You may not use Our site:
 - 2.2.1 In any way that breaches any applicable local, national or international law or regulations.
 - 2.2.2 In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
 - 2.2.3 For the purpose of harming or attempting to harm minors in any way.
 - 2.2.4 To post or link to any content that We deem unlawful, defamatory, obscene, threatening, racist, offensive, fraudulent, harmful or otherwise objectionable (this includes but is not limited to text, graphics, video, programs or audio).
 - 2.2.5 For use of inappropriate (e.g., vulgar or offensive) language or user names.
 - 2.2.6 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - 2.2.7 To use or attempt to use another's account, service or system without authorisation, register for more than one account or register on behalf of another individual, group or entity.
 - 2.2.8 To reveal any confidential or sensitive information.
 - 2.2.9 To reveal any personal information on other persons (for example, email address, telephone number or postal address, credit card numbers, social security numbers).
 - 2.2.10 To transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
 - 2.2.11 To post content which you do not have permission to use, in particular, material that contains the intellectual property rights of third parties.
- 2.3 To send, knowingly receive, upload, download, use or re-use any material which does not comply with Our Acceptable Use Policy.

3. You also agree to:

- 3.1 Not to reproduce, duplicate, copy or re-sell any part of Our site in contravention of the provisions of Our Website Terms and Conditions of Use.
- 3.2 Not to access without authority, interfere with, damage or disrupt:
 - 3.2.1 any part of Our site;
 - 3.2.2 any equipment or network on which Our site is stored;
 - 3.2.3 any software used in the provision of Our site; or
 - 3.2.4 any equipment or network or software owned or used by any third party.

4. **Interactive Services**

- 4.1 We may from time to time provide interactive services on Our site, including, without limitation:
 - 4.1.1 Chat rooms.
 - 4.1.2 Bulletin Boards
 - 4.1.3 Comments or blogs. (Interactive Services)
- 4.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 4.3 However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on Our site, 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.
- 4.4 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

5. **Changes to the Acceptable Use Policy**

- 5.1 We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes We make, as they are legally binding on you.

6. **Suspension and Termination**

- 6.1 We will determine, at Our discretion, whether there has been a breach of this Acceptable Use Policy through your use of Our site. When a breach of this policy has occurred, we may take such action as We deem appropriate.
- 6.2 Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of use www.fcl.fidic.org upon which you are permitted to use Our site, and may result in Our taking all or any of the following actions:
 - 6.2.1 Immediate, temporary or permanent withdrawal of your right to use Our site.
 - 6.2.2 Immediate, temporary or permanent removal of any posting or material uploaded by you to Our site.
 - 6.2.3 Issue of a warning to you.
 - 6.2.4 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.
 - 6.2.5 Further legal action against you.
 - 6.2.6 Disclosure of such information to law enforcement authorities as We reasonably feel is necessary.
- 6.3 We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this Policy are not limited, and we may take any other action we reasonably deem appropriate.

7. **Changes to the Acceptable Use Policy**

- 7.1 We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on Our site.