
FIDIC CREDENTIALING LTD (FCL) - WEBSITE TERMS AND CONDITIONS OF USE

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.fcl.fidic.org ("Our Site") whether as a guest or a registered user.

Use of Our Site includes accessing, browsing, or registering to use 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 12 February 2021.

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.

By using Our Site, you agree to be bound by these Terms, including the Policies referenced to in these Terms. You also agree that We may update the content of Our Site, including the software, and that these terms will apply to such updates.

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

- Our Privacy Policy, available at: <https://fcl.fidic.org/> which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using Our Site, you consent to such processing and you warrant that all data provided by you is accurate. This is also referred to below in Part 15.
- Our Cookie Policy, available at <https://fcl.fidic.org/> which sets out information about the cookies on Our Site. This is also referred to below in Part 15.
- Our Acceptable Use Policy, available at <https://fcl.fidic.org/> which sets out the permitted uses and prohibited uses of Our Site. When using Our Site, you must comply with this Acceptable Use Policy. This is also referred to below in Part 14.
- The purchase of Services on Our Site is subject to Our Terms of Services <https://fcl.fidic.org/>. Please ensure that you have read them carefully and that you understand them.

1. Definitions and Interpretation

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

"Content" means any and all text, images, audio, video, scripts, code, 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

"We/Us/Our" means FIDIC Credentiaing Ltd.

2. Information About Us

2.1 Our Site is operated by FIDIC Credentialing Ltd. We are a limited company registered in Switzerland under company number CHE-328.987.841. Our registered address is World Trade Center II, Geneva Airport, Box 311, 29 route de Pré-Bois, CH-1215 Geneva 15.

3. How to Contact Us

To contact us, please email us at fcl@fidic.org or telephone us on: +41 22 799 4900.

4. Access to Our Site

4.1 Access to Our Site is free of charge.

4.2 It is your responsibility to make the arrangements necessary in order to access Our Site.

4.3 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. We will not be liable to you if for any reason Our Site is unavailable at any time or for any period.

4.4 You are also responsible for ensuring that all persons who access Our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

5. Your Account and Password

If you choose, or you are provided with, a user identification code, access information or updates, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code, access information or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you know your user identification code, access information or password, you must promptly notify us at fcl@fidic.org.

6. Changes to Our Site

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

We may also revise the terms and conditions of the use of Our Site at any time.

7. Changes to these Terms and Conditions

7.1 We may alter these Terms and Conditions at any time. Your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will be binding on you. You are therefore advised to check this page every time you use Our Site.

7.2 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.

8. Intellectual Property Rights

8.1 Unless specifically labelled otherwise, all Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us. All Content is protected by copyright laws and treaties around the world. All such rights are reserved.

8.2 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).

- 8.3 You may print copies and download extracts of any page(s) from Our Site only for your personal use and non-commercial.
- 8.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded at any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.5 Our status as the owner and author of the Content on Our Site (or that of identified licensors and/or partners, as applicable) must always be acknowledged.
- 8.6 You may not use any Content from Our Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as applicable). This does not prevent the normal access, viewing, and use of Our Site for general information purposes by business users or consumers.
- 8.7 If you print off, copy or download any part of Our Site in breach of these terms of use, your right to use Our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. **Links to Our Site**

- 9.1 You may link to Our home page on Our Site.
- 9.2 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.
- 9.3 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).
- 9.4 You must not establish a link to Our Site in any website that is not owned by you.
- 9.5 Your link should not use any logos or trademarks displayed on Our Site without Our express written permission.
- 9.6 You must not frame or embed Our Site on another website without Our express written permission nor may you create a link to any part of Our Site other than the home page.
- 9.7 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.
- 9.8 You may not link to Our Site from another website where the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; or which promotes violence, racial or religious hatred, or terrorism; or which infringes intellectual property rights; or which we deem to be otherwise objectionable.
- 9.9 We reserve the right to withdraw linking permission without notice.

10. **Links to Other Sites**

- 10.1 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.
- 10.2 The inclusion of a link to another website on Our Site is for information and specific usage purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

11. **Disclaimers**

- 11.1 Nothing on Our Site constitutes professional advice on which you should rely. It is provided for general information purposes only. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of

the content on Our Site.

- 11.2 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.
- 11.3 If you are a business user, we exclude all implied representations, warranties, conditions, and other terms that may apply to Our Site and Content.

12. **Our Liability**

- 12.1 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.
- 12.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Our Site or any content on it, whether express or implied.
- 12.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, Our Site; or use of or reliance on any content displayed on Our Site.
- 12.4 If you are a business user (i.e., you are using Our Site in the course of business or for commercial purposes), 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 Content included on Our Site.
- 12.5 If you are a business user, 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.
- 12.6 If you are a consumer, you agree that you will not use Our Site for any commercial or business purposes and that we shall have no liability to you for any business losses as set out above.
- 12.7 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Site or to your downloading of any content on it, or on any website linked to it.
- 12.8 We assume no responsibility for the content of websites linked on Our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

13. **Viruses, Malware, and Security**

- 13.1 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.
- 13.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 13.3 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.
- 13.4 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.
- 13.5 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.

13.6 By breaching the provisions of Parts 13.3 to 13.5, you may be committing a criminal offence. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

14. **Acceptable Usage of Our Site**

- 14.1 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.
- 14.2 Whenever you make use of a feature that allows you to upload content to Our Site, or to make contact with other users of Our Site, you must comply with the content standards set out in our Acceptable Use Policy
- 14.3 You warrant that any such contribution complies with those standards, and you will be liable to Us and indemnify Us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 14.4 Any content you upload to Our Site or you permit us to upload on your behalf will be considered non-confidential and non-proprietary. You retain all of your ownership rights of your content, but you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties, except where specifically agreed otherwise.
- 14.5 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Our Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 14.6 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of Our Site.
- 14.7 We have the right to remove any posting you make on Our Site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.
- 14.8 The views expressed by other users on Our Site do not represent our views or values.
- 14.9 If you fail to comply with the provisions of this Part 14, 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).
- 14.10 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 Part 14.9) in response to your breach.

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

We will only use your personal information as set out in Our Privacy Policy, available from <https://fcl.fidic.org/> and our Cookie Policy, available from <https://fcl.fidic.org/>.

16. **Communications from Us**

16.1 If we have your contact details, we may send you notices by email from time to time. Such notices may relate to matters including, but not limited to, changes to Our Site or to these Terms and Conditions.

16.2 We will not send you marketing emails without your express consent. If you do consent to marketing, you may opt out at any time. All marketing emails from Us include an unsubscribe link. If you opt out of emails from Us, it may take a short time for your request to take effect and you may continue to receive emails during that time.

16.3 For questions or complaints about communications from us, please contact us using the details above in Part 3.

17. **Law and Jurisdiction**

17.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of Switzerland.

17.2 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 jurisdiction of the courts of Switzerland.