
FIDIC CREDENTIALING LTD - TERMS OF SERVICE

BACKGROUND:

These Terms of Service set out the terms under which Services are sold, purchased and provided by Us (FCL) to Applicants/Candidates/Users through this website, www.fcl.fidic.org ("Our Site"). Please read these Terms of Service carefully and ensure that you understand them before purchasing any Services from Our Site. You will be required to read and accept these Terms of Service when purchasing Services. If you do not agree to comply with and be bound by these Terms of Service, you will not be able to purchase Services through Our Site.

1. Definitions and Interpretation

1.1 In these Terms of Service, unless the context otherwise requires, the following expressions have the following meanings:

"Applicants/Candidates"	means users of Our Services, mainly professionals and individuals working in the engineering, construction and infrastructure industry.
"Candidate Number"	means a number unique/identification provided to each individual Applicant or Candidate who use our Services; (Move up)
"Contract"	means a contract for the purchase and sale of Services, as explained in Clause 7.
Data Protection Legislation"	means all applicable Data Protection Legislation in force.
"Purchase"	means your purchase of the Services;
"Purchase Confirmation"	means Our acceptance and confirmation of your purchase;
"Services"	means the services and/or certification programmes which are to be provided by Us to you as specified in your Purchase (and confirmed in Our Purchase Confirmation); and
"We/Us/Our"	means FIDIC Credentialing Ltd, ("FCL") a company registered in Switzerland under number CHE-328.987.841 whose registered address is World Trade Center II, Geneva Airport, Box 311, 29 route de Pré-Bois, CH-1215 Geneva 15, Switzerland.

2. Information About Us

2.1 Our Site, www.fcl.fidic.org, is owned and operated by FIDIC Credentialing Ltd, ("FCL") and is a limited company registered in Switzerland under number CHE-

328.987.841, whose registered address is World Trade Center II, Geneva Airport, Box 311. 29 route de Pré-Bois, CH-1215 Geneva 15, Switzerland.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) or any of our Services at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) or any of our Services is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to <https://fcl.fidic.org/>. Please ensure that you have read them carefully and that you understand them.

4. Applicants/Candidates

- 4.1 These Terms of Service, together with any other terms referenced herein that are applicable to the Services purchased, constitute the entire agreement between Us and you with respect to your purchase of Services from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out or otherwise referred to in these Terms of Service and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. Services

- 5.1 FCL provides examinations, assessment, professional development and certification services to individuals working in the global infrastructure industry through various programmes. (“Services”).
- 5.2 Applicants must satisfy the relevant application and programme criteria as set out by the FCL Certification board and relevant FCL committees before they can apply for certification for any of our Services.
- 5.3 FCL assesses and certifies persons working in the specific areas related to the engineering, construction and infrastructure industries for built and natural environment. FCL certification programmes do not confer any academic credit. FCL or its partners have no obligation to have FCL certification programmes recognised by any institution or organisation.
- 5.4 FCL certification programmes are carried out in line with the rules and regulations established by FCL. FCL may make any changes to these rules and regulations at any time and/or introduce new requirements. Any such changes or requirements will be published on the FCL website. To obtain and to maintain FCL certification, you must comply with such requirements.

6. Scope of Services, Pricing and Availability

- 6.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from Us correspond to the actual Services that will be provided to you. However, please note that the exact nature of the Services may vary depending upon your individual requirements and circumstances.
- 6.2 There are different cost structures applicable to each certification programme. The information relevant to each programme is available on the page of the certification programme. You may be required to select the Services most appropriate to you.
- 6.3 We neither represent nor warrant that all Services will be available at all times

- and cannot necessarily confirm availability until confirming your Purchase.
- 6.4 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary.
- 6.5 All prices are checked by Us when we process your Order. In the unlikely event that We have shown incorrect pricing information, we will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Services at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 72 hours, we may treat your Order as cancelled and notify you of the same in writing.
- 6.6 In the event that the price of Services you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.

7. **Purchases – How Contracts Are Formed With Us**

- 7.1 Our Site will guide you through the purchasing process. Before submitting your purchase request to Us, you will be given the opportunity to review your Purchase and amend any errors. Please ensure that you have checked your Purchase request carefully before submitting it.
- 7.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Purchase request constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Purchase request does not mean that We have accepted it. Our acceptance is indicated by Us sending you a Purchase Confirmation by email. Only once We have sent you a Purchase Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 7.3 Purchase Confirmations shall contain the following information:
Confirmation of the Services purchased.
Fully itemised pricing for the Services purchased including, where appropriate, taxes and other additional charges.
- 7.4 Due to limited availability, we may offer Our Services on a first come, first served basis.
- 7.5 If for any reason, we do not accept or cannot fulfil your Purchase, no payment shall be taken under normal circumstances. If We have taken payment, any such sums will be refunded to you as soon as possible.
- 7.6 We may cancel your Purchase at any time before We begin providing the Services in the following circumstances:
The required personnel and/or required materials necessary for the provision of the Services are not available; or
Where we no longer provide the Service; or
Where there is a material change in the Service; or
An event outside of Our control continues for more than 84 days (please refer to Clause 19 for events outside of Our control).
- 7.7 If We cancel your Purchase or purchase request under sub-Clause 7.6 and We have taken payment any such sums will be refunded to you as soon as possible and in any event within 28 calendar days. If We cancel your Purchase request, you will be informed by email or letter.
- 7.8 Any refunds due under this Clause 7 will be made using the same payment method that you used when ordering the Services.
- 7.9 However, if the purchase request is cancelled by you once the certification programme you have signed up for has commenced and you do not provide us

with notice before or during or at the start of the certification programme or assessment(s), some of the payment made to FCL for these Services may be forfeit or only a percentage of the full payment may be returned at the discretion of FCL.

8. Eligibility

- 8.1 You may use Our Services only in compliance with these Terms.
- 8.2 For FCL certification programmes, including its examinations, tests and assessment, you must be 18 years of age or older. Before registering for our Services, including examinations or assessment, please ensure that you adhere to this requirement and to eligibility and entry criteria for each Service or contact fcl@fidic.org.
- 8.3 Certification must not have the effect of bringing FCL into disrepute.
- 8.4 An Applicant shall not be entitled to make statements about certification which We may consider unauthorized and misleading.
- 8.5 If an Applicant no longer holds a valid certificate, in particular, if the certificate's period of validity has ended or the required recertification procedures have not been respected or carried out, then the certificate is deemed as expired.
- 8.6 The Applicant's right to use the certificate and/or the certification mark if such is granted by Us shall expire with immediate effect, without requiring termination, if the certificate and/or the certification mark is used in violation of the established rules and procedures.
- 8.7 Applicants shall comply with the FCL programme requirements, the applicable Codes of Conduct and FCL reserves the right to disqualify any Applicant who fails to respect these Codes of Conduct or does not meet the relevant compliance standards for certification or who fails to comply with the maintenance of the learning outcome requirement and standards.
- 8.8 The FCL Code of Conduct covers: plagiarism including submitting or passing off the work or ideas of others, use of Internet sources without proper citation or credit to the source and self-plagiarism; Cheating including requesting or receiving unauthorised help, use of crib notes or other impermissible aids during exams, inappropriate use of technology during exams, such as opening prohibited computer files, use of mobile phones, (or other communication devices), checking, reading or sending emails during exams, peeking into other students' work (or allowing others to do so), and aiding and abetting others who cheat.
- 8.9 Other improper conduct such as an attempt to bribe or induce FCL examiners, directors or staff, verbal or physical abuse of staff or other candidates, use of inappropriate, vulgar, or offensive language or disruptive behaviour. attempt to use another's account, without authorisation. Please note that this list is not exhaustive. Breach of any or all of our Codes of Conduct may result in an Applicant's disqualification or withdrawal from Our certification programme with no right of refund.
- 8.10 In cases involving violation of contractual terms and conditions FCL reserves the right to claim damages.

9. Accounts and Passwords

- 9.1 An individual may only have one account. Multiple accounts are a violation of these Terms.
- 9.2 When you create your account, and subsequently when you use certain features, you must provide Us with complete and accurate information, and you agree to update your information to keep it accurate and complete. Failure to do so constitutes a breach of the Terms, which may result in immediate

- termination of your account on Our Services platform(s).
- 9.3 You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password, whether your password is used on Our Services platform or through a third-party services provider platform.
- 9.4 You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify Us immediately upon becoming aware of any breach of security or unauthorised use of your account.
- 9.5 You may not use as a username the name of another person or entity, or a name that is otherwise offensive, vulgar or obscene. See Our Acceptable Terms of Use Policy.
- 9.6 As part of your application process, you shall provide accurate and complete information regarding your professional experience, including job title(s), commencement and end date(s), job description(s), photo identification and other relevant information. You are also advised to summarise your previous or current assignments, providing sufficient details to describe the nature of the responsibilities held. More detailed information can be included in the form of a Curriculum Vitae or Résumé.
- 10. Payment**
- 10.1 Payment for the Services will be in the form of a or several payments of the total price for the Services. Price and payment details will be confirmed in the Purchase Confirmation. Your chosen payment method will be charged as indicated.
- 10.2 A non-refundable application fee is payable for each certification programme for which a Candidate wishes to apply. FCL reserves the right to amend the fee.
- 10.3 All sums or fees due must be paid in full without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 10.4 Payment will be charged in Swiss Francs unless otherwise specified, i.e., at an equivalent rate using the designated online foreign exchange converter.
- 10.5 We accept the following methods of payment on Our Site:
- Credit card: Eurocard/Mastercard, Visa and American Express.
 - Bank transfer: IBAN, SWIFT/BIC code.
Account No.: 243 -542504.01T
IBAN: CH14 0024 3243 5425 0401 T
SWIFT/BIC: UBSWCHZH80A
Bank: UBS
Address: UBS Switzerland AG
Case postale:
1260 Nyon
SUISSE.
- 10.6 Please note that a bank transfer may take 1 to 3 days to be effective.
- 10.7 The certification programme information, including other relevant information such as programme dates must be specified in the bank transfer form to avoid delays in the purchase request processing.
- 10.8 Bank transfer fees will be borne solely by the Applicant or Candidate.
- 10.9 The Application is only confirmed when the full amount is paid in advance and received before the start of the relevant certification programme.
- 10.10 The certification programme fees for FCL Certification programmes must be paid in full before the Applicant's or Candidate's application can be fully

processed.

- 10.11 FCL reserves the right not to admit the Applicant or Candidate to any certification programme until full payment has been received.

11. **Provision of the Services**

- 11.1 We will provide the Services with reasonable skill and care consistent with best practices and standards in the industry. We will begin providing the Services on the date agreed when you make your Purchase request (which We shall confirm in the Purchase Confirmation).
- 11.2 We will continue providing the Services until the estimated completion date set out in the Purchase Confirmation.
- 11.3 In providing Our Services, We may rely on third parties such as Software providers. It is possible that Our or their site will be unavailable due to maintenance or other improvement activity by these providers. Where possible, notice of any maintenance activity will be provided in advance. We cannot, however, be held responsible for any delays, interruptions or events outside of Our control.
- 11.4 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be held responsible for any delays.
- 11.5 If we require any information or action from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.
- 11.6 If the information you provide or the action you take under sub-clause 11.5 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a problem arising as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, we may charge you a reasonable additional sum for that work.
- 11.7 Under certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 11.5, we may suspend the Services and will inform you of that suspension by email or letter.
- 11.8 In certain circumstances, for example where we encounter a technical or other problem, we may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action, we will inform you in advance by email or through other means before suspending or interrupting the Services.
- 11.9 If the Services are suspended or interrupted under sub-clauses 7, or 8 you will not be required to pay for them during the period of suspension. You must, however, pay any sums that may already be due by the appropriate due date(s).
- 11.10 If you do not pay Us for the Services as required by clause 10, we may suspend the Services until you have paid any and all outstanding sums or fees due. If this happens, we will inform you by email or letter
- 11.11 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services please contact Us as soon as is reasonable possible by emailing fcl@fidic.org
- 11.12 We will endeavour, as is reasonable, to remedy problems with the Services as quickly as is feasible and practical.
We will not charge you for remedying problems under this clause 11 where the problems have been caused by Us, or any of Our agents or sub-contractors. If We determine that a problem has been caused by you, including your provision of incorrect or incomplete information or taking of incorrect action, sub-clause 11.6 will apply and We may charge you for the remedial work.

12. **Intellectual Property, Copyright and Trademarks**

- 12.1 FCL's policy considers that published information belongs to FCL irrespective of its source. Consequently, the title and all Intellectual Property rights on the Site and Software or any materials and documentation relating to the provision of Services remain the property of FCL and its successors and permitted assignees. Your right to use such Intellectual Property is subject to these Terms of Service.
- 12.2 Nothing in these Terms constitutes a transfer of any Intellectual Property rights from Us or from Our partners to you. By providing the Services We do not transfer any Intellectual Property rights to you or waive any of Our rights.
- 12.3 Our Intellectual Property must not be used in connection with a product or service that is not affiliated with Us or in any way brings Us in disrepute.
- 12.4 You must not modify the physical or digital copies of any content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.
- 12.5 All trademarks used on this site are the property of their respective owners. 'FIDIC', is a trademark of FIDIC or other companies in the FIDIC group. "FIDIC" is trademark including when it is used in conjunction with other FIDIC products and services. 'FIDIC', is a trademark in many countries.
- 12.6 The sole copyright owner of FIDIC documents is FIDIC. All rights are reserved for the creation, use and updates of any information or material produced by FIDIC or FCL and shall be subject to its sole direction and control.

13. **Modifying or terminating Our Services**

- 13.1 Cancellation and refund of Our certification programme(s) shall be subject to the specific terms stated below:
- 13.2 FCL may, at its sole discretion, terminate or suspend the Candidate's access to all or part of this website, including, but not limited to the certification platform for any reason, including without limitation, any breach of these Terms.
- 13.3 We are constantly changing and improving Our Services. We may add or remove functions, features, or requirements, and we may suspend or stop part of Our Services altogether. Accordingly, we may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available under Our refund policy.
We may not be able to deliver the Services to certain regions or countries for various reasons, including due to internet access limitations and restrictions from governments. FCL or its partners shall have no liability to you for any such action. You can stop using Our Services at any time.

14. **Cancellation and Refunds**

- 14.1 Cancellation and refund of Our certification programme shall be subject to the specific terms stated below.
- 14.2 If the Applicant has paid but subsequently wishes to cancel the application, FCL must be notified in writing 30 working days before the start of the relevant certification programme before a refund can be considered.
- 14.3 In limited circumstances, we may consider a request to postpone or cancel due to the individual's specified health and/or emergency reasons which is communicated to us in a timely and/or appropriate manner.
- 14.4 If the Applicant wishes to withdraw from the certification programme entirely, FCL must be notified in writing before the completion of the particular certification programme schedule which the Applicant signed up to attend.
- 14.5 Our policies may vary from one Service to another. We have no obligation to offer refunds to the Applicants who violate these Terms, even if their requests

are made within the relevant refund period. We have no obligation to offer late refunds to Applicants who do not receive a passing mark to be awarded Certification, or who are otherwise unsatisfied with the outcome of Our certification programmes.

- 14.6 If you wish to cancel under this Clause 14, you may inform Us of your cancellation by contacting Us directly, please use the following details:
- Email: fcl@fidi.org
 - Post: FIDIC Credentialing Ltd., PO Box 311 29 route de Pré-Bois CH-1215 Geneva 15, Switzerland.

Please provide Us with your name, address, email address, telephone number., and your Candidate Number or identifying reference number.

- 14.7 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform Us that you wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such fees/sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant fees/sums.
- 14.8 Refunds under this Clause 14 will be issued to you as soon as possible, and in any event within 28 calendar days of the day on which you inform Us that you wish to cancel.
- 14.9 Refunds under this Clause 14 will be made using the same payment method that you used when ordering the Services.

15. **Our Right to Cancel**

- 15.1 For cancellations before We begin providing the Services, please refer to sub-Clause 7.6.
- 15.2 We may delay, postpone or cancel the Contract after We have begun providing the Services due to an Event outside of Our control that continues for more than 84 days (as under sub-Clause 19.2.4), or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services. In such cases, you will only be required to pay for Services that we have already provided up until the point at which we inform you that we are cancelling. Such sums will be deducted from any refund due to you and if you have already made any payment to Us, such fees/sums will be refunded to you.
- 15.3 Once we have begun providing the Services, we may cancel the Contract at any time. You will only be required to pay for Services that we have already provided up until the point at which we inform you that we are cancelling. Such fees/sums will be deducted from any refund due to you if:
- You fail to make a payment by the due date as set out in clause 7.
 - You breach the Contract in a material way.
 - You breach FCL programme(s) rules and regulations, the FCL Code of Conduct for improper conduct at any time during the examination, the certification process, or afterwards under sub-clauses 8.8 and 8.9 will provide no right to a refund.
- 15.4 Refunds under this clause 15 will be issued to you as soon as possible, and in any event within 28 calendar days of the day on which We inform you that We wish to cancel.
- 15.5 Refunds under this clause 15 will be made using the same payment method that you used when purchasing the Services.

16. **Disclaimer**

- 16.1 The Services and related content are provided on an “As Is” basis without the warranty of any kind, whether express or implied. FCL and its partners

specifically disclaim any and all warranties and conditions of merchantability, fitness for purpose, non-infringement, any warranties arising out of course of dealing or usage of trade. FCL and its partners further disclaim any and all liability related to Applicants' access or use of the Services or any related content.

- 16.2 FCL and its partners assume no liability regarding the accuracy of the information that is provided and use of such information is at the recipient's own risk. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Under no circumstances shall FCL or its partners be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from any use of FCL website or FCL-supplied information.
- 16.3 FCL aims to achieve accreditation from the Swiss Accreditation Service (SAS) in accordance with ISO 17024:2012. FCL certificates issued prior to obtaining such accreditation shall not have or be deemed to have ISO accredited status and shall not be presented as such. Neither FCL nor its partners have an obligation to have FCL certification programmes recognised by any institution or organisation.

17. **Limitation of Liability**

- 17.1 To the extent permitted by law, neither FCL, nor it is directors, employees, affiliates, committee members, volunteers, examiners, or partners shall be liable for any compensation, loss or damage, whether direct or indirect, arising by reason of any alleged act or omission (including, without limitation, any negligent act or omission) made in the course of any FCL certification programme (s), including examinations, assessments or certifications.
- 17.2 We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 17.3 Nothing in these Terms of Services seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

18. **Indemnity**

- 18.1 You agree to indemnify FCL, its directors, employees, affiliates, committee members, volunteers, examiners, or partners against all sums, including reasonable lawyer or attorneys' fees and costs, which any of the FCL parties may incur due to the claims brought against them in breach of the above disclaimer and limitation of liability.
- 18.2 You agree to indemnify, defend, and hold harmless the FCL parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in breach or violation of these Terms; (b) your violation of any third party rights or of any law; or (c) your Content, including without limitation any claim of infringement or misappropriation of intellectual property or other's proprietary rights.
- 18.3 The provisions of Disclaimer, Limitation of Liability and Indemnity are for the benefit of FCL and its directors, employees, affiliates, volunteers, committee members, examiners, or its partners. Each of these individuals or entities shall

have the right to assert and enforce those provisions directly against you on its own behalf.

19. Events Outside of Our Control (Force Majeure)

19.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

19.2 If any event described under this Clause 19 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Services:

- We will inform you as soon as is reasonably possible;
- Our obligations under these Terms of Services (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- If the event outside of Our control continues for more than 84 days, we may postpone or cancel the Services and inform you of the cancellation. Any refunds due to you as a result of a cancellation will be paid to you as soon as is reasonably possible and, in any event, no later than 28 calendar days after the date on which We inform you of the cancellation.

20. Communication and Contact Details

20.1 If you wish to contact Us with general questions, or matters relating to Our Services, you may contact Us by telephone at +41 22 799 4900 or by email at fcl@fidic.org or by post at P. O. Box 311, 29 route de Pré-Bois, CH-1215 Geneva 15, Switzerland.

21. Complaints and Feedback/Challenges and Appeals

21.1 We always welcome feedback from Our Applicants and, whilst we always use all reasonable endeavours to ensure that your experience as Our Applicant is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

21.2 All challenges, appeals and complaints about Our certification programmes are handled by FCL Challenge and Appeals Committee. The committee is responsible for receiving and considering challenges and appeals related to the examination and assessment processes of the certification programmes in accordance with the challenge procedures published on the FCL website.

21.3 If you wish to give Us general feedback or to complain about any other aspect of your dealings with Us, please contact Us in one of the following ways:

- In writing, to P. O. Box 311, 29 route de Pré-Bois, CH-1215 Geneva 15, Switzerland.
- By email, to fcl@fidic.org
- By telephone on +41 22 799 4900

22. How We Use Your Personal Information (Data protection)

22.1 All your personal information that We may use will be collected, processed, and

held in accordance with the relevant provisions of the Data Protection Legislation and your rights thereunder.

- 22.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, please refer to Our Privacy Policy and Cookie Policy.

23. **Other Important Terms**

- 23.1 We may transfer (assign) Our obligations and rights under these Terms of Services (and under the Contract, as applicable) to a third party. If this occurs, you will be informed by Us in writing. Your rights under these Terms of Service will not be affected and Our obligations under these Terms of Service will be transferred to the third party who will remain bound by them.
- 23.2 You may not transfer (assign) your obligations and rights under these Terms of Service (and under the Contract, as applicable) without Our express written permission.
- 23.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Service.
- 23.4 If any of the provisions of these Terms of Service are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Service. The remainder of these Terms of Service shall be valid and enforceable.
- 23.5 No failure or delay by Us in exercising any of Our rights under these Terms of Service means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Service means that We will waive any subsequent breach of the same or any other provision.
- 23.6 We reserve the right to revise these Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes, via a banner on the website, email notification, another method, or combination of methods. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

24. **Law and Jurisdiction**

- 24.1 These Terms of Service, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of Switzerland.
- 24.2 Any disputes concerning these Terms of Service, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Switzerland.