

# **Terms and Conditions**

# 1. Your Account

If you use the Members Area of the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the <u>Members Area</u> of the website.

#### Add Link

IAHR reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

## 2. Privacy

This notice describes the privacy policy of IAHR. By visiting www.iahr.org, you are accepting and consenting to the practices described in this Privacy Notice.

#### **Controllers of Personal Information**

Any personal information provided to or gathered by IAHR is controlled by the International Association for Hydro Environmental Engineering and Research IAHR which is registered at Postbus 199, 8250 AD Dronten, The Netherlands.

#### What Personal Information About Customers Does IAHR Gather?

The information we learn from members and visitors is used to handle orders, deliver products and services, process payments, communicate with you about orders, products, services and promotional offers, update our records and generally maintain your accounts with us. Here are the types of information we gather.

- Information You Give Us: we receive and store any information you enter on our website or give us in any other way. You can choose not to provide certain information but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, communicating with you and providing networking to other members.
- Automatic Information: we receive and store certain types of information whenever you interact with us. For example, like many websites, we use "cookies" and we obtain certain types of information when your Web browser accesses IAHR
- E-mail Communications: to help us make e-mails more useful and interesting, we may receive a confirmation when you open e-mail from IAHR if your computer supports such capabilities.



International Association for Hydro-Environment Engineering and Research

Hosted by Spain Water and IWHR, China

## What About Cookies?

- Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognise your browser and storage of items in your Shopping Basket between visits.
- The Help menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the website of its manufacturer. However, because cookies allow you to take advantage of some of www.iahr.org essential features, we recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to add items to your Shopping Cart, proceed to Checkout.
- If you do leave cookies turned on, be sure to sign off when you finish using a shared computer.

# Does IAHR share the Information it receives?

Information about our members and contacts is an important part of our business and we are not in the business of selling it to others. IAHR shares customer information only as described below :

- Third Party Service Providers: We may employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analysing data, providing marketing assistance, providing search results and links (including paid listings and links), processing credit card payments and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. Further, they must process the personal information in accordance with this Privacy Notice and as permitted by the EU Data Protection Directive.
- **Protection of IAHR and Others:** We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Conditions of Use and other agreements; or protect the rights, property or safety of IAHR, our users or others. Obviously, however, this does not include selling, renting, sharing or otherwise disclosing personally identifiable information from customers for commercial purposes in a way that is contrary to the commitments made in this Privacy Notice.
- With your consent: other than as set out above, you will receive notice when information about you might go to third parties and you will have an opportunity to choose not to share the information.

Whenever we transfer personal information to countries outside of the European Economic Area in the course of sharing information as set out above, we will ensure that the information is transferred in accordance with this Privacy Notice and as permitted by the applicable laws on data protection.

#### How Secure Is Information About Me?

- We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input.
- We reveal only the last four digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing.
- We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of personally identifiable customer information. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you.



• It is important for you to protect against unauthorised access to your password and to your computer. Be sure to sign off when you finish using a shared computer.

# What About Third-Party Advertisers and Links to Other Web sites?

Our site may include third-party advertising and links to other Web sites. We do not provide any personally identifiable customer information to these advertisers or third-party Web sites. These third-party websites and advertisers, or Internet advertising companies working on their behalf, sometimes use technology to send (or "serve") the advertisements that appear on our website directly to your browser. They automatically receive your IP address when this happens. They may also use cookies, JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of their ads and to personalise advertising content. We do not have access to or control over cookies or other features that they may use, and the information practices of these advertisers and third-party websites are not covered by this Privacy Notice. Please contact them directly for more information about their privacy practices.

## 4. Access to www.iahr.org

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

### 5. Licence for website access

IAHR grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of IAHR. This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of www.iahr.org and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilising IAHR or its affiliates' names or trademarks without the express written consent of IAHR. Any unauthorised use terminates the permission or license granted by IAHR.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of www.iahr.org as long as the link does not portray IAHR in a false, misleading, derogatory, or otherwise offensive matter. You may not use any IAHR logo or other proprietary graphic or trademark as part of the link without our express written consent.

# 6. Your conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you, and not IAHR, are responsible for all electronic communications and content



sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website for any of the following:

- for fraudulent purposes, or in connection with a criminal offence or other unlawful activity
- to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam"
- to cause annoyance, inconvenience or needless anxiety

## 7. Reviews, comments, communications and other content

Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. IAAHR reserves the right (but not the obligation) to remove or edit any content. If you do post content or submit material, and unless we indicate otherwise, you

- (a) grant IAAHR a non-exclusive, royalty-free and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and
- (b) IAHR the right to use the name that you submit in connection with such content, if they choose.

You agree that the rights you are granted above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to IAHR, including the execution of deeds and documents, at the request of IAHR.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to IAHR: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable IAHR policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify IAHR and its affiliates for all claims brought by a third party against IAHR arising out of or in connection with a breach of any of these warranties.

#### 8. Defamation claims

It is not possible for IAHR to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, IAHR operates on a "notice and takedown" basis. If you believe that any content the website contains a defamatory statement, please notify us immediately. Once this procedure has been followed, IAHR will make all reasonable endeavours to remove the defamatory content complained about within a reasonable time.

# 9. Copyright, authors' rights and database rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of IAHR, or its content suppliers and is



protected by international copyright, authors' rights and database right laws. The compilation of all content on this website is the exclusive property of IAHR and is protected by EU and international copyright and database right laws. All software used on this website is the property of IAHR, or our software suppliers and is protected by Netherlands and international copyright and author' rights laws.

You may not systematically extract and/or re-utilise parts of the contents of the website without IAHR's express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without IAHR's express written consent. You also may not create and/or publish your own database that features substantial parts of this website without IAHR's express written consent.

## **10. Intellectual Property Claims**

IAHR respects the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please contact us.

## 11. Conditions Relating to the Sale of Products to You

This section deals with conditions relating to the sale of products by IAHR to you.

## 12. Our contract

When you place an order to purchase a product from IAHR, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've dispatched that product to you.

#### 13. Returns

For books and conference proceedings bought on our website customers have a 30-day returns guarantee, and in the European Union are entitled to a statutory cooling-off period of seven business days. For details of this statutory right and an explanation of how to exercise it please contact us.

#### 14. Pricing and availability

The products sold by us on the website, are normally immediately available. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you by e-mail if any products you order turn out to be unavailable.

Despite our efforts, a small number of the products in our catalogue may be mispriced. Rest assured, however, that we verify prices as part of our dispatch procedures. If a product's correct price is lower than our stated price, we charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch or cancel your order and notify you of such cancellation.

All prices are inclusive of VAT unless stated otherwise.

### 15. Customs

When ordering goods from IAHR for delivery you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be.



Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from IAHR, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us and we know that you care about how information about your order is used and shared. We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities..

# 16. Conditions Relating to the Sale of Subscriptions to You

This section deals with conditions relating to membership of IAHR .

In accordance with Article 12 of the IAHR Constitution you may terminate your membership as per the next association year at two months' notice. Please be aware that because your membership can be used immediately, you do not have the statutory cooling off period during which you may cancel your membership without charge.

In exceptional circumstances the IAHR Executive Director may waive this rule.

## 17. Electronic communications

When you visit iahr.org or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### 18. Losses

IAHR will not be responsible for any losses you suffer as a result of us breaching these conditions if the losses were reasonably foreseeable to both you and us when you commenced using the website, or a contract for the sale of goods by us to you was formed. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website or when a contract for the sale of goods by us to you was formed. IAHR does not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty or caused by our gross negligence or wilful misconduct.

# 19. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Terms and Conditions at any time. You will be subject to the policies and Terms and Conditions in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

#### 20. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.



# 21. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

# 22. Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of the Netherlands, and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree, as we do, to submit to the non-exclusive jurisdiction of the courts of the district of The Hague.

# 23. Our details

IAHR is the trading name for the International Association for Hydro-Environment Engineering and Research registered in the Netherlands Chamber of Commerce as a non-profit organisation with registration number 40397126 at address Postbus 199, 8250 AD Dronten, The Netherlands.

This website is owned by IAHR You can contact us at <u>membership@iahr.org</u> Last Revised 30<sup>th</sup> January 2020