

EPHA WEBSITE TERMS & CONDITIONS

November, 2024

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European Public Health Alliance: Terms and conditions of website use

Introduction

These terms of use tell you the terms on which you may make use of our website (www.ephpa.org; in further text “**our site**”). Use of our site includes accessing, browsing or registering to use our site.

Please read these terms of use carefully before you start to use our site, as they will apply to your use of the site. By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

The following additional terms, which can be accessed from the home page of our site, will also apply to your use of our site:

Our [Privacy Policy](#), 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 you provide is accurate.

About us

This website is operated by the European Public Health Alliance, a not-for-profit organisation with a registered office at Rue de Treves 49-51, 1040 Brussels, Belgium, with a Transparency Register number 18941013532-08.

The European Public Health Alliance (EPHA) is Europe’s leading public health advocacy NGO that actively pursues and creates change to enable health in all policies at the European level. As a membership organisation, EPHA represents 70+ European umbrella and national organisations that share its vision and aims.

We can be contacted at <mailto:COMMS@ephpa.org>

Changes to these terms and our site, and access to our site

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we make as they are binding on you.



We may update our site from time to time and change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site or any content on it will be free from errors or omissions.

We do not guarantee that our site or any content on it will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site.

Security

In order to ensure that this website remains available to all users, we may monitor network traffic to identify unauthorised attempts to upload or change information, or to otherwise cause damage to the site. **Anyone using this site expressly consents to such monitoring.**

Unauthorised attempts to modify, alter, deface, destroy or corrupt any information stored on this site or this system, to defeat or circumvent any security features, to probe, scan or test for vulnerabilities, to breach security or authentication measures, to forge TCP/IP headers, to install or attempt to install unauthorised software, to mount denial-of-service attacks, or to utilise this system for other than its intended purposes are expressly prohibited and may result in criminal prosecution.

Any possible criminal activity will be reported, together with any evidence that may be gathered, to the appropriate authorities.

Disclaimer of endorsement

This site, and documents posted on it, may contain hypertext links or pointers to information created and maintained by other public and private organisations. We do not guarantee the accuracy, relevance, usefulness, timeliness, or completeness of any linked information.

The inclusion of links or pointers to other sites is not intended to assign importance to those sites and the information contained in them, nor is it intended to endorse, recommend or favour any views expressed, or commercial products or services offered on those sites, or the organisations sponsoring the sites, by trade name, trademark, manufacture or otherwise.

Reference on this site to any specific commercial products, processes, or services, or the use of any trade, firm or corporation name is for the information and convenience of



the site's visitors, and does not constitute endorsement, recommendation or favouring by the EPHA.

The views expressed by any individual within any web forum are the views of that individual only and do not reflect or represent in any way the views of the EPHA.

Copyright

All content on this site, and all content of any documents provided to visitors or clients (in, for instance, newsletters) is our property, or that of another original copyright holder, unless stated otherwise.

No user may copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, display, or in any way exploit any of the content, in whole or in part, except with our express written agreement or that of the original copyright holder. These copyright terms apply to all information and other products published on this site, or acquired in any format by accessing our sites.

Free services

The EPHA provides a number of free services from its site, such as newsletters and others.

Limitation of liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by European law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms that may apply to our site or any content on it, whether express or implied.

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.

If you are EPHA member, please note that, in particular, we will not be liable for organisation interruption; or loss of funding opportunity, goodwill or reputation.

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.



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.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which are set out in our terms and conditions of supply.

This clause survives termination or expiry of our agreement.

Severability

If any of these terms is at any time held in any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void, and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

No waiver

No waiver by the EPHA, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

This clause survives termination or expiry of our agreement.

Governing law

These terms shall be governed by and construed in accordance with the laws of Belgium and, to the extent permitted by law, the user explicitly accepts that only the law courts of Belgium have jurisdiction to deal with any matter arising from or in any way, whether directly or indirectly, related to the use of this website and, accordingly, the user explicitly waives all and any rights to bring any action of any sort in relation to this website, or to any transaction carried out with it, or any data stored on it or provided to it in any court anywhere else in the world.

This clause survives termination or expiry of our agreement.

Entire Agreement

These terms of use set out the entire agreement between you and us and supersede all prior representations or agreements in connection with your use of our site. Headings are for reference purposes only and do not form part of our agreement.