



# PRIVACY POLICY

*Effective since 18 April 2018  
Revision 3 October 2018*

## 1. GENERAL WARNING

- 1.1 The **European Industrial Gases Association AISBL** (hereinafter, "**EIGA**") respects the privacy of its users (hereinafter, the "**Users**").
- 1.2 **EIGA** processes the personal data transmitted to it in accordance with the legislation in force, and, in particular, Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, applicable from 25 May 2018 (hereinafter the "**General Data Protection Regulation**").
- 1.3 Access to the website <https://www.eiga.eu/> (hereinafter, the "**Website**") implies the User's full and unreserved acceptance of this Privacy Policy (hereinafter the "**Policy**"), as well as its general terms of use (hereinafter the "**Terms**") and the cookie policy (hereinafter, the "**Cookie Policy**").
- 1.4 The User acknowledges having read the information below and authorizes **EIGA** to process, in accordance with the provisions of the Policy, the personal data that he/she communicates on the Website in order to access the Member's Area (restricted to employees of EIGA Member Companies only) made available by **EIGA** for its members on its Website (hereinafter, the "**Service**").
- 1.5 The Policy is valid for all pages hosted on the Website and for the registrations of this Website. It is not valid for the pages hosted by third parties to which **EIGA** may refer and whose privacy policies may differ. **EIGA** cannot therefore be held responsible for any data processed on these websites or by them.

## 2. DATA CONTROLLER

- 2.1 Simply visiting the **Website** shall take place without having to provide any personal data, such as first name, surname, postal address, e-mail address, etc.
- 2.2 As part of the Service, the User may be required to provide certain personal data. In this case, the data controller is:

**EIGA** - European Industrial Gases Association AISBL

Avenue des Arts 3-5  
B – 1210 Brussels





Belgian business registry (BCE) number: BE-0439.385.452

- 2.3** Any question regarding the processing of this data may be sent to the following address: [dataprotection@eiga.eu](mailto:dataprotection@eiga.eu) or [website@eiga.eu](http://website@eiga.eu).

### **3. DATA COLLECTED**

- 3.1** By completing the “**Registration Form for Access to Member’s Area**” on the Website and using the Service, the User allows, in particular, **EIGA**] to record and store, for the purposes mentioned in point 4, the following information:

- Identifying data, such as first name and family name, job title, company, address, country, telephone, fax, e-mail, password (which will be encrypted).

- 3.2** The User also authorizes **EIGA** to record and store the following data for the purposes mentioned in point 4:

- information voluntarily provided by the User for a purpose specified in the Policy, the Terms of Use, the Cookie Policy, on the Website or on any other medium of communication used by **EIGA**;
- additional information requested by **EIGA** to the User in order to identify him or to prevent him from violating any of the provisions of the Policy;

- 3.3** In order to facilitate browsing the Website as well as to optimize technical management, the Website may use "cookies". These "cookies" record in particular statistics for analytical purposes.

All information relating to "cookies" is included in **EIGA**'s [Cookie Policy](#).

- 3.4** When the User accesses the Website, the servers consulted automatically record certain data, such as:

- the type of domain with which the User connects to the Internet;
- the IP address assigned to the User (when connected);
- the date and time of access to the Website and other data related to traffic;
- location data or other data relating to the communication;
- the pages visited;
- the type of browser used;
- the platform and/or operating system used;
- the search engine as well as the keywords used to find the Website.

- 3.5** No nominative data identifying the User is collected through the cookies and servers consulted. This information is kept for statistical purposes only and to improve the Website.



#### 4. PURPOSES OF PROCESSING THE DATA

4.1 The Website collects, stores and uses its Users' data for the following purposes, in particular:

- To establish, carry out and conduct the Member's relationship with the User;
- To analyse, adapt and improve the content of the Website;
- To provide the Service to its Members;
- To provide the User with information and services associated with our events
- To facilitate the availability and use of the Website;
- To personalize the User's experience on the Website;
- To respond to requests for information;
- To inform them about any changes on the Website and its features;
- For any other purpose to which the User has expressly consented.

#### 5. RIGHTS OF THE PERSON CONCERNED

5.1 According to the regulations on the processing of personal data, the User has the following rights:

- **Right to be informed** about the purposes of the processing (see above) and the identity of the data controller.
- **Right of access and verification of data:** the User may, at any time, have access to the data that **EIGA** has on him or check if he is included in the database of **EIGA**. **EIGA** asks the User to make this request by mail in order to be able to identify him with certainty (Please provide **EIGA** with your first name, family name, company name, complete company address and e-mail address). **EIGA** will thus be ensured that only the User accesses his data.
- **Right of objection:** the User may, at any time, object to the use of his data by **EIGA** by sending his request to **EIGA** by mail.
- **Right of cancellation and/or modification:** the user may, at any time, notify **EIGA** of corrections to the data concerning him and, where appropriate, request the deletion of his personal data.
- **Right of limitation of processing:** the User may, in particular, obtain a limitation of processing when he has objected to the processing, when he disputes the accuracy of the data, or when he considers that the processing is illegal.
- **Right of transferability:** The User has the right to receive the personal data that he has communicated to **EIGA** and may also ask said company to send this data to another data controller.



- 5.2** The User may, at any time, request access to his personal data, verify them, transfer them, and, in some cases, as aforementioned, limit their processing and rectify them, by writing to the following email address: [dataprotection@eiga.eu](mailto:dataprotection@eiga.eu) or [website@eiga.eu](mailto:website@eiga.eu) or to the postal address: EIGA, Avenue des Arts 3-5, B – 1210 Brussels
- 5.3** The User may also request rectification free of charge and, where applicable, request the deletion of all his personal data from **EIGA**'s database - except those which **EIGA** has a legal obligation to keep on record - and object to the use and, where appropriate, request the limitation thereof by sending a written request, accompanied by a copy of his identity card or passport, to the data controller:
- by e-mail: [dataprotection@eiga.eu](mailto:dataprotection@eiga.eu) or [website@eiga.eu](mailto:website@eiga.eu)
  - by mail: EIGA, Avenue des Arts 3-5, B – 1210 Brussels
- 5.4** **EIGA** will then take the necessary steps to satisfy this request as soon as possible.

## **6. DURATION OF STORING THE DATA**

- 6.1** **EIGA** will keep the personal data of its Users for the duration necessary to achieve the objectives pursued (see point 4).

## **7. COMPLAINT WITH THE SUPERVISORY AUTHORITY**

The User is informed that he has the right to lodge a complaint with the Commission for the Protection of Privacy.

## **8. SECURITY**

- 8.1** **EIGA** has taken the appropriate organizational and technical measures to ensure a level of security adapted to the risk and that, to the extent possible, the servers hosting the personal data processed prevent:

- unauthorized access to or modification of this data;
- improper use or disclosure of such data;
- unlawful destruction or accidental loss of such data.

- 8.2** In this respect, employees of **EIGA** who have access to this data are subject to a strict confidentiality obligation. Nevertheless, **EIGA** may in no way be held liable in the event that this data is stolen or hijacked by a third party despite the security measures adopted.



**8.3** Users undertake not to commit acts that may be contrary to this Policy, the Terms of Use, the Cookie Policy or, in general, the law. Violations of confidentiality, integrity and availability of information systems and data which are stored, processed or transmitted by these systems, or the attempt to commit one of these violations, shall be punishable by imprisonment of between three months and five years and a fine of between twenty-six euros and two hundred thousand euros, or one of these penalties only.

## **9. COMMUNICATION TO THIRD PARTIES**

**9.1** EIGA treats personal data as confidential information. It will not communicate them to third parties under any condition other than those specified in the Policy, such as to achieve the objectives set out and defined in point 4, or under the conditions in which the law requires it to do so.

**9.2** EIGA may communicate its Users' personal information to third parties to the extent that such information is necessary for the performance of a contract with its Users. In such case, these third parties will not communicate this information to other third parties, except in one of the two following situations:

- the communication of this information by such third parties to their suppliers or subcontractors to the extent necessary for the performance of the contract;
- where such third parties are obliged by the regulations in force to communicate certain information or documents to the competent authorities in the field of combating money laundering, as well as, in general, to any competent public authority.

**9.3** The communication of this information to the aforementioned persons shall, in all circumstances, be limited to what is strictly necessary or required by the applicable regulations.

## **10. TRANSFER TO A NON-EU COUNTRY OR COMPANY**

**10.1** EIGA transfers data to a non-EU country or company only when that country provides an adequate level of protection within the meaning of the legislation in force, and, in particular, the Law of 8 December 1992 on protection of privacy and its executive orders, and Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, applicable from 25 May 2018 (hereinafter the "**General Data Protection Regulation**"), or within the limits permitted by the legislation in force, for example by ensuring the protection of data by appropriate contractual provisions.



## **11. DIRECT MARKETING**

**11.1** The personal data will not be used for direct marketing purposes for articles or services.

## **12. NOTE CONCERNING MINORS**

**12.1** Persons under the age of 18 and persons who do not have full legal capacity are not permitted to use the Website. **EIGA** asks them not to provide their personal data.

## **13. UPDATES AND CHANGES TO THE POLICY**

**13.1** By informing Users through the Website or email, **EIGA** may modify and adapt the Policy, in particular to comply with any new legislation and/or regulations applicable (such as the General Data Protection Regulation applicable from 25 May 2018), the recommendations of the Belgian Privacy Commission, the guidelines, recommendations and best practices of the European Data Protection Board and the decisions of the courts and tribunals on this issue.

## **14. VALIDITY OF THE CONTRACTUAL CLAUSES**

**14.1** Failure by **EIGA** to invoke - at any given time - a provision of this Policy, may not be interpreted as a waiver to subsequently make use of its rights under the said provision.

**14.2** The invalidity, expiration or the unenforceable nature of all or part of one of the above or below mentioned provisions shall not give rise to the invalidity of all the Policy. Any fully or partially invalid, lapsed or unenforceable provision shall be deemed not to have been written. **EIGA** undertakes to substitute this provision with another which, to the extent possible, fulfils the same objective.

## **15. APPLICABLE LAW AND COMPETENT COURT**

**15.1** The validity, interpretation and/or implementation of the Policy are subject to Belgian law, to the extent permitted by the provisions of applicable private international law.

**15.2** In the event of a dispute relating to the validity, interpretation or implementation of the Policy, the courts and tribunals of Brussels have exclusive jurisdiction, to the extent permitted by the provisions of applicable private international law.





**15.3** Before taking any step towards the judicial resolution of a dispute, the User and **EIGA** undertake to attempt to resolve it amicably. To this end, they shall first contact each other before resorting, where appropriate, to mediation, arbitration, or any other alternative method of dispute resolution.

