

Legal Warning

This Legal Notice is intended to regulate the principles of access and the general conditions of use of the Web www.sefa.be, as well as to establish the policy regarding the protection of personal data (Privacy Policy).

1.- GENERAL INFORMATION ON THE HOLDER OF THE WEBSITE

The holder association of this website (www.sefa.be) is SEFA (European Association of Steel Drums Manufacturers) its social domicile is located in Belgium, Brussels, Diamant building AGORIA

The contact telephone is 33 4 90965853, the fax number is 33 4 90965853, and the email address is the following: Patrick.moet@orange.fr

2.- ACCESS AND CONDITIONS TO USE THE WEBSITE

The access, navigation and use of the Website are free and gratuitous, provided that the User fulfils the terms of this Legal Notice, the rules in force, good manners and behaviours usually accepted in Internet. By means of the access and the use of www.sefa.com Website, the User specifically declares having read, understanding and accepting without reserves the Legal Notice, as well as the policy of protection of personal data included in it. Therefore, the User takes the responsibility of the use of the Website in accordance with the dispositions of this Legal Notice. Should he fail to accept the terms and conditions of use described below, he shall abstain from using the Website.

The visit to the Website does not necessarily imply the User to become registered or to provide personal data. Nevertheless, should the User give personal details in any case, the aforementioned data shall become a part of an automated file belonging to SEFA and shall be confidentially processed in accordance with the dispositions of paragraph 4, regarding the Privacy Policy of the Website.

On the supposition that, as a consequence of the aforementioned record, the User is given a password, he shall be the only person responsible of its custody and of its adequate use, committing himself to do a diligent and confidential use of it, and to not to transfer its use to a third party. The unlawful use of the services by any illegitimate third party which uses the password of the User for this purpose because of a non-diligent use or its loss shall be the User's responsibility. If the User loses the password, he will have to inform SEFA as soon as possible.

The Website provides the User with the access to a lot of information, services, programs or data in Internet (hereinafter, Contents) belonging to SEFA or to its licensors.

The User commits himself to do an adequate use of the Contents and other services (like, for example, [chat services](#), [blogs](#) or forums of discussion) that SEFA offers through the Website. For merely expository purposes, and without an exhaustive character, we enunciate those behaviours considered as Inadequate uses and, therefore, forbidden in the Website:

- Reproducing or copying, distributing or enabling the access of the public through any way of public communication, transforming or modifying the Contents, unless having the approval of the holder of the corresponding rights or being legally allowed in each case.
- The diffusion of contents or advertising of racist, xenophobic, pornographic or illegal nature, of apology of terrorism or threatening against human rights.
- Causing damages on the physical and logical systems of SEFA, of its suppliers or of third parties, like for example, the diffusion through the net of computer viruses or any other physical or logical systems susceptible of causing the aforementioned damages, as well as any other damage on the functionality of the service.
- Trying to access and, in the event, using other users' accounts of e-mail and modifying or manipulating their messages.
- Using the Contents and, particularly, the information of any kind obtained through the Web to send advertising or communications with purposes of direct sale or with any other sort of commercial purpose, not requested messages addressed to a diversity of people regardless of the purpose, as well as disclosing in any way the aforementioned information.
- And, in general, any action or use of the Contents which can mean an activity being illicit, illegal or contrary to good faith and to law and order.

SEFA reserves the right to withdraw all those comments and contributions which damage the respect to the person's dignity, which are discriminatory, xenophobic, racist, pornographic, which threaten youth or childhood, the public order or safety or which, in its opinion, are not adequate. Likewise, SEFA reserves the right to temporarily or once and for all interrupt any of the services rendered through the Website, without the need of a prior notice, as well as the ability to terminate the relationship with the User if it detects any anomalous use.

SEFA shall in no case be responsible for the opinions expressed by the Users through the forums, [chats](#), [blogs](#) or other tools of participation.

All the information provided by the User to SEFA through the Website shall have to be veracious. To this purpose, the User ensures the authenticity of all those data communicated, as the case may be, as a result of the filling of the forms needed to access any Content. In the same way, the responsibility of keeping all data provided to SEFA permanently up to date and in accordance to the real state of the User in every moment shall belong to the User. In any case, the User shall be the only responsible for the false or inexact statements he makes and for the damages he can cause to SEFA or to a third party because of the information provided.

All data received in the Website or put at the disposal of the rest of Users are considered as gratuitously transferred. The User shall abstain from providing information which cannot be treated this way.

3.- RIGHTS OF INTELLECTUAL AND INDUSTRIAL PROPERTY

SEFA is the holder and/or has the corresponding license on the rights of exploitation of intellectual and industrial property of www. SEFA.com Website, as well as the rights of intellectual, industrial and image property on contents available through it (including images, sound, audio, video, software or texts, marks or logos, colour combinations, structure and design, selection of materials used, computer programs needed for its operation, access and use, etc.) having, consequently, the protection foreseen in the applicable rules about industrial and intellectual property. The design, images, maps, graphics, marks, signs, SEFA's distinctive signs or logos, frames, banners, software and its different codes, source and object, etc. of this Web belong to SEFA, which legitimately and exclusively has their rights of exploitation.

It shall in no case be understood that access and navigation of the User through the www SEFA.com Website means a refusal, transmission, license or total or partial cession of the aforementioned rights by SEFA. Users can make a private use of the Website and of their Contents, even though, they shall in no case make a commercial use of them, modify their elements, reproduce them beyond their private use, distribute them or communicate them in public.

In this sense, it is not allowed to suppress, avoid or manipulate neither the notice of copyright nor any other identification data of the rights of SEFA, as well as technical devices of protection, digital tracks or any other mechanism of information and/or identification which can be included in the Contents.

The User that enters the Website shall not copy, modify, distribute, convey, reproduce, publish, transfer or sell the aforementioned elements or create new products or services derived from the information obtained without having the express and in writing approval of SEFA 's or, as the case may be, the holder of the corresponding rights. It is only allowed the visualization and loading for the User's personal and non-commercial use, without being able to make it extensive to third parties or entities.

4.- PERSONAL DATA PROTECTION

Data gathered from the Users through the Website shall be in any case treated confidentially, respecting the rules in force regarding the protection of personal data.

4.1 Personal data collection and purpose of the treatment

The access to www SEFA.com Website by the users is free and gratuitous

The visit to the Website does not necessarily imply the User to become registered or to provide personal data. Nevertheless, should the User give personal details in any case, the aforementioned data shall become a part of an automated file belonging to SEFA and shall be confidentially processed and shall not be transferred to third parties unconnected with SEFA. Anyway, the user shall be able to exercise the rights of opposition, access, rectification and cancellation, going to SEFA, with domicile at , or else contacting with the following email address: xxxxx@sefa.com.

4.2 Safety measures

SEFA has all the measures of technical, organizational and safety order which ensure the confidentiality, integrity and quality of the information contained in its personal data files. In spite of it, the User should be aware that the measures of safety in Internet are not irrefutable. Consequently, he shall abstain from sending to the Website specially protected personal data in the terms of section 7 of PDPL (ideology, trade-union membership, beliefs, religion, racial origin, sex life or health).

4.3 Data quality

SEFA commits itself to keep up to date at any time the personal details that the Users of the Website have provided voluntarily, in order to truthfully correspond with the identity and personal characteristics of these Users. To this purpose, any User can, at any time, exercise the right to access, rectify and, as the case may be, oppose the treatment or cancel his personal data provided to SEFA going to SEFA, with domicile at , or else contacting with the following email address: xxxxx@sefa.com

Without prejudice to the above mentioned, it must be noted that certain services rendered through the Website can contain specific foresights regarding the protection of personal details, in which case they must be paid attention to.

5.- DISCLAIMER

5.1 Disclaimer for undue use of the Website or of the passwords

SEFA shall in no case be responsible for the damages of any sort derived, direct or indirectly, from the lack of reading the Legal Notice or of the non-fulfilment of the duties specified in the conditions set in it.

Users are the only and exclusive responsible people for the codes of identification and access to the Contents or Services of the Website. The aforementioned identification is composed of the secret code or key and the User's name.

As a result, SEFA is not responsible neither for the undue use of the aforementioned keys of access nor for the consequences derived from the bad use by the Users, the loss or forgetfulness and the illegal use by unauthorized third parties.

5.2 Disclaimer in the operation of the Website

SEFA does not ensure the total update, accuracy and/or availability at all times of the Contents of the Website, even though it states that it has taken all the necessary measures, within its possibilities and the state of the technology, to ensure the continued operation of the Website and to avoid the existence and transmission of viruses and other components harmful to the Users.

The service rendered through the Website might be interrupted because of many circumstances. In such a case, ... SEFA shall in no case be responsible for the damages caused in the Users or their equipment because of the interruption. Likewise, SEFA shall not take on any responsibility for the loss of data, information or files taking place as a consequence of the interruption in the supplying of any one of its services, declining any responsibility for the damages likely to arise from this. The User accepts that the use of the service shall be under its exclusive risk and that is not responsible for the damages and losses which may be caused due to the lack of availability or continuity of the service, to failures of access, violation of its systems of safety, suitability for a particular purpose or fulfilment of the User's expectations or needs.

SEFA is not responsible for the vices or defects of any kind of the services rendered by a third party through the Website. In this sense, SEFA shall be able to enable third entities to advertise or render their services in the Website, even though SEFA shall not be responsible for establishing the general and particular conditions to have into account in the use, offer or hiring of these services by third parties and, therefore, it shall not be able to be considered responsible for them.

5.3 Disclaimer for contents housed in web pages available from the Website

SEFA does not guarantee the accuracy, quality, reliability or morality of the data, programs, reports or opinions, whatever their origin is, spread through its net or through the nets which the User may access through the Website and which are beyond its will and/or control. On the assumption that SEFA 's Website may contain links with other portals not controlled by SEFA, it states that it does not exercise any control on the aforementioned portals or websites, and it is neither responsible for their contents or privacy policies.

No link to the Website shall be able to be set from any other Web without SEFA 's previous and express approval.

6.- USE OF COOKIES

SEFA shall be able to use cookies in order to personalize and to make easy to the maximum the navigation of the User through its websites. The cookies join only to an anonymous User and his computer and do not provide any references which allow deducing personal details of the User. The User shall be able to configure his browser so that it notifies and refuses the installation of the cookies sent by SEFA without harming the possibility of the User to access the Contents.

7.- MODIFICATION OF THE GENERAL CONDITIONS

SEFA shall be able to totally or partially modify the terms and conditions set in this Legal Notice, publishing any change in the same way that the present general conditions of access and use of the Website appear.

The temporary validity of these general conditions corresponds, therefore, with the time of their exposition, until they are totally or partially modified. At that moment, the general condition modified shall become in force.

SEFA shall be able to consider as finished, to modify, to cancel or to interrupt both the access to the Contents and services rendered through the Website and the form in which they appear presented or located at any time, without need of prior notice and without the possibility by the User of claiming any indemnification. After the aforementioned extinction, the prohibitions of use of the Website exposed in paragraph 2 of these general conditions shall continue in force.

8.- PROCEDURE TO REPORT THE VIOLATION OF RIGHTS

Without prejudice to the obligation taken by the Users to obey the applicable rules regarding intellectual property rights, intends to set the mechanisms needed for the safeguard of the third-party rights. According to the previous lines, on the assumption that Users consider that Contents violate their intellectual property rights, they shall send a duly signed communication to in the terms and with the contents described below:

1. Declaration from the User informing that a particular Content violates his intellectual property rights.
2. Description of the contents and location of the Contents in question
3. Explanation of the procedure for the violation of intellectual property rights (for example, the sound has been copied, the video is an original video's copy, etc.)
4. Identification of the object protected by intellectual property rights (for example, title, publisher, dates, etc.)
5. Information of contact needed so that and/or the alleged infringer User sends the corresponding answer.

The notice shall have to be sent to the following address: xxxx@sefa.com

9.- LEGAL RULES AND APPLICABLE JURISDICTION

This Website's Legal Notice and, specifically, the Privacy Policy, have been written paying attention to the applicable rules in the matter, and shall be able to be at any time checked and modified in order to adapt to any modification of the applicable law. In that case, new contents shall become enforceable from the moment of their publication on the Website, becoming accessible for the Users.

The use of the Website, including the access by the Users and the navigation through it, is free and gratuitous, and means the fulfilment of the Privacy Policy and the Legal Notice of this Website and of the Spanish applicable law in the matter.

Every controversy or conflict that may arise as a consequence of the use of the Website shall be solved in accordance with the legislation in force in Spain, being subject to the jurisdiction and competences of the Courts of and expressly renouncing any other jurisdiction which may correspond in accordance with Law.

SEFA shall pursue the failure to fulfil the present conditions as well as any undue use of the Website by exercising all civil and penal actions which can correspond in accordance with Law.