

# TERMS OF USE WORLD STEEL ASSOCIATION (full version)

Effective since: 25 May 2018

### 1. Information about the World Steel Association

**1.1** The World Steel Association websites (hereinafter, 'the websites') are managed by and operate under the responsibility of:

World Steel Association AISBL (hereinafter, 'worldsteel')
Avenue de Tervueren 270
1150 Brussels
Belgium
VAT Number BE 0406.597.373

- **1.2** The websites provide these **Services** (hereinafter, the '**Services**').
- **1.3** Any question or complaint relating to the websites, these General terms of use (hereinafter, 'Terms of use'), the general terms and conditions of services, the privacy policy (hereinafter, the 'Privacy policy') and the cookie policy (hereinafter, the 'Cookie policy') can be directed to worldsteel at the above address or at the following email address: privacy@worldsteel.org

## 2. Acceptance

- **2.1** Access to the websites is subject to these Terms of use, the Privacy policy, the Cookie policy and applicable laws and regulations. Consequently, access to or use of the websites implies full and unconditional acceptance by the user (hereinafter referred to as the '**user**') of these Terms of use, the Privacy policy and the Cookie policy.
- **2.2** These Terms of use, the Cookie policy and the Privacy policy only relate to the relationship between the user and worldsteel, with regard to the use of the websites and the Services. They can be consulted at any time on the websites.

### 3. Accessibility and operation of the websites

**3.1** worldsteel will insofar as possible, ensure that the websites are up-to-date and remain accessible to a normal number of users.

worldsteel does not guarantee that the functions of the websites will be available without interruption or error, that defects are immediately corrected or that the server that makes them available is free of viruses or other harmful components.

- **3.2** worldsteel cannot be held liable for loss or damage, of whatever nature, which is the result of suspension, interruption, (technical) disruption, delay, difficult accessibility and/or termination of the accessibility of the whole or a part of the websites or viruses or other harmful elements that are present on the websites.
- **3.3** If the user finds an error, virus or other harmful elements on the websites, he/she is requested to communicate it to worldsteel at the following address <a href="mailto:privacy@worldsteel.org">privacy@worldsteel.org</a> so that the necessary measures can be taken. worldsteel advices the user in any case to install firewalls, antivirus and other necessary security software on their computer to prevent damage.
- **3.4** worldsteel reserves the rights to suspend or stop the websites in whole or in part, at any time, without justification and without prior information.

#### 4. Use of these websites

- **4.1** The user agrees to use the websites only in accordance with its purpose, to the exclusion of any other purpose.
- **4.2** The user is obliged to ensure that all information he communicates is accurate and up-to-date.
- **4.3** The user agrees to use the websites in good faith and to respect the prevailing legislation, and in particular to refrain from :
- sending to worldsteel false or misleading content, (and update this content, if necessary, to
  ensure that it does not become false or misleading), or communication that occurs as
  obscene, racist or xenophobic, insultingly illegal, deceptive, intrusive, offensive, harmful,
  violent, threatening, harassing, slanderous, infringing on intellectual property rights or any of
  these things;
- providing emails addresses or other types of content to worldsteel without the prior consent of the persons involved;
- sending to worldsteel any content that violates the rights of a third party or damages them in any way (intellectual property rights, privacy, trade secrets, etc.);
- sending to worldsteel any content that refers to illegal websites or websites with inappropriate content;
- using the websites for sending unsolicited spam, pyramid schemes or similar fraudulent processes;
- circumventing technical protection measures for documents and multimedia;
- taking any action that may adversely affect the proper functioning of the websites, the Services, including the use of computer viruses, ransomware or mass mailing;
- gaining (or attempting to gain) unauthorized access to (a part of) the websites or equipment (hardware and software) used for the proper functioning of the websites;
- using of a false name, a pseudonym or use of the identity of someone else or of an entity;
- using of the websites for purposes other than those described in these Terms of use.
- **4.4** worldsteel cannot be held responsible for any non-compliance by the user with the Terms of use, the Cookie policy, the Privacy policy, and/or prevailing legislation. The user protects worldsteel against any action, claim or complaint from third parties (including the government) with regards to the use of the websites.
- **4.5** The user uses the websites entirely at his/her own risk. The websites, the components and all information, software, facilities and associated services are offered as they are, subject to

availability without any form of guarantee (explicit or implicit) and within the limits of the applicable legislation.

- **4.6** worldsteel cannot be held responsible for any loss or damage (direct, indirect, tangible or intangible) arising from the use of the websites and components or the inability to use the websites in whole or in part.
- **4.7** The user is obliged to inform worldsteel immediately in writing if he/she becomes aware of inappropriate behavior or prohibited use related to the websites, by sending an email to <a href="mailto:privacy@worldsteel.org">privacy@worldsteel.org</a>

#### 5. Links to and on other websites

**5.1** Links to other websites can be displayed on the websites. These third-party websites are not operated by worldsteel, which cannot be held liable for their operation, content and use. Unless expressly stated otherwise by worldsteel on the websites, the existence of such links does not imply any approval by worldsteel regarding these third-party websites or the use that could be made of them, nor any association or partnership with the operators of this website(s).

## 6. Intellectual Property Rights

- **6.1** The websites and components (trademarks, logos, graphics, photos, animations, videos, music, texts, etc.) are the property of worldsteel. They are protected by intellectual property rights (including copyright, design rights, trademarks, etc.) and may not be reproduced, used or distributed without the prior written consent of worldsteel or, as the case may be, the relevant right holder, under a penalty of infringement of copyrights and/or models and/or trademarks, punishable by three months to three years and a fine of 100 to 100,000 euros or one of these fines only.
- **6.2** worldsteel grants to the user a license, non-exclusive, non-transferable, for an indefinite period and at any time and without giving reasons, to gain access to the content of the websites, to view it and only download it for display purposes. The user may also print a copy of the content displayed on the websites for his personal needs, provided that he does not modify the content of the websites in any way and keeps all the mentions of authorship and origin of the websites. Reproduction is therefore only permitted for strictly personal purposes within the meaning of article XI.190 5° of the Belgian Code of Economic Law.
- **6.3** Any use of the websites and components that are not covered by this article is strictly prohibited.

## 7. Complaints

**7.1** Every claim/complaint of the user with regard to the websites will be communicated in writing within eight (8) calendar days after it has become known that there is a reason to do so. The absence of any dispute in accordance with the aforementioned rules implies unconditional acceptance by the user of the fact that gives rise to the claim and, de facto, the definitive waiver of any claim under this point.

### 8. Updates and language versions

**8.1** worldsteel reserves the right, at any time and without prior notice, to change/update these Terms of use, the Privacy policy and the Cookie policy, as well as the access to the websites and their content. These changes are binding for the user(s) each time the websites are visited.

**8.2** In case of differences between the language versions of these Terms of use, the Privacy policy and/or the Cookie policy, the English version has priority.

# 9. Validity of contractual clauses

- **9.1** If worldsteel does not use/invoke one of the provisions of these Terms of use for a period of time, this cannot be interpreted in any way as a waiver to enforce these rights at a later date.
- **9.2** The nullity, invalidity or unenforceability of some of these provisions implies by no means the invalidity of all provisions. The provision that is wholly or partially invalid, void or unenforceable is considered unwritten. worldsteel undertakes to replace this provision by another which, as far as possible, pursues the same goal.

## 10. Applicable and competent court

- **10.1** The validity, interpretation and/or performance of the Terms of use are only subject to Belgian law, to the maximum extent permitted by the prevailing rules of private international law.
- **10.2** In the event of a dispute concerning the validity, interpretation or implementation of the Terms of use, the courts of the judicial district of Brussels are exclusively competent.
- **10.3** Before commencing legal proceedings, the user and worldsteel will aim to resolve the dispute amicably. That is why they will first contact, where appropriate and necessary, a mediator, arbitration or identify another alternative dispute resolution method.