

# Terms and Conditions for the Use of the EBA Members' Platform

## 1. Definitions

'EBA Members' Platform' or 'Platform' – The extranet developed by EBA and accessible at the following address: <https://extranet.europeanbiogas.eu/>

'EBA Member' or 'Member' – an organisation that is EBA's direct member, ie. was approved as such by the EBA Board.

'Representative of an EBA Member' – a person directly employed by an EBA Member, or a legal representative of a national association that is EBA Member.

'User' – EBA Member's representative that was granted access to the EBA Members' Platform.

'Members-only Resource' – any text, dashboard, visual, etc with an explicit disclaimer (including but not limited to: 'EBA members only', 'internal' etc) that this resource is for EBA Members only and/or available only through EBA Members' Platform. The EBA Statistical Report, when accessed as part of EBA membership, is also considered as falling into this category.

## 2. Acceptance of Terms

By accessing and using the EBA Members' Platform, Users agree to comply with these Terms and Conditions. If Users do not agree, they should not use the Platform.

## 3. User's access rights

Any representative of an EBA Member has the right to request access to the EBA Member Platform.

## 4. Account security

Users are responsible for:

- Maintaining the confidentiality of their account information.
- Ensuring that all activities conducted through their account comply with applicable laws and regulations.
- Not using the Platform for any unlawful or prohibited purposes.

## 5. Platform Use

5.1. The EBA Members' Platform is intended for accessing resources related to biogas and biomethane sector, and professional networking. Users agree to use the Platform respectfully and not to engage in harassment, discrimination, or any form of abusive behaviour.

5.2. Sharing the access to the Platform with non-EBA Members is prohibited.

## 6. Proprietary rights

6.1. Members-only Resources are the property of EBA.

6.2. EBA allows the use of the Members-only Resources for the purpose of internal analysis and business development, or to inform policy advocacy by the Members. Any such use should reference EBA as the source.

6.3. Selling or sharing the EBA's Members-only Resources or extracted data with non-EBA Members is prohibited.

## 7. Third party content

EBA Members' Platform may include hyperlinks to third-party content, advertising or websites. Users acknowledge and agree that EBA is not responsible for and does not endorse any advertising, products or resource available from such resources or websites.

## 8. Privacy Policy

8.1. User's personal information will be handled in accordance with the [EBA's Privacy Policy](#). By using the Platform, Users consent to the collection and use of their information as outlined in the policy.

8.2. As a default, by requesting access to the Platform, Users agree to have their contact details, provided in the sign-up form, displayed in the Networking tab of the Members' Platform. Users can hide their profile in the 'My profile' section on the Platform.

## 9. Termination or suspension of User's access

9.1. In case of a termination of the membership by an EBA Member, Users associated with this Member lose the access to the Platform with the end of the notice period.

9.2. EBA reserves the right to terminate or suspend User's access to the platform at its discretion, particularly in cases of violation of these Terms and Conditions, or non-payment of the membership fees by the associated Member.

## 10. Limitation of Liability

Any use of content or data downloaded or otherwise obtained through the Platform is at User's own discretion and risk. EBA shall not be liable for any indirect, incidental, or consequential damages arising from the use of the Platform.

## 11. Compensation

EBA has the right to seek compensation for any losses resulting from a breach of these Terms and Conditions, which may include lost profits and any other financial losses directly attributable to the breach.

## 12. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Belgium. If the court of law having jurisdiction, rules that any provision is invalid, then

that provision will be removed from the Terms and the remaining Terms will continue to be valid.

### **13. Non-waiver**

The failure of EBA to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision in that or any other instance.

### **12. Changes to Terms and Conditions**

EBA may modify these Terms and Conditions at any time. Users will be notified of significant changes, and continued use of the Platform constitutes acceptance of the new terms.