LEGAL INFORMATION

FINA WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.

These terms and conditions of use ("Site Terms") apply to your use of this FINA website (the "Site"), and do not alter in any way the terms or conditions of any other agreement you may have with FINA, its subsidiaries or affiliates.

Ownership of the Site and its Contents

This Site is owned by FINA. Unless otherwise indicated, all of the content featured or displayed on this Site, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof ("FINA Content"), is owned by FINA, its licensors, or its third-party image partners and all rights are reserved. All elements of the Site, including FINA Content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.
Use of the Site

You are specifically prohibited from: (a) downloading, copying, or re-transmitting any or all of the Site or FINA Content without, or in violation of, a written license or agreement with FINA; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Site or FINA Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any FINA product or service if you are not expressly authorized by such party to do so; and (e) using the Site or FINA Content other than for its intended purpose. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from Switzerland or the country in which you reside.

Trademarks

FINA Trademarks, FINA logo, and any other product or service name or slogan contained in the Site are trademarks of FINA, and may not be copied, imitated or used, in whole or in part, without the prior written permission of FINA. You may not use metatags or any other "hidden text" utilizing "FINA" or "Aquatics" or any other name, trademark or product or service name of FINA without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of FINA and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Links

You may not use an FINA logo or other proprietary graphic of FINA to link to this Site without the express written permission of FINA. Furthermore, you may not frame any FINA trademark, logo or other proprietary information, including FINA Content, without FINA express written consent.
Detailed requests can be sent to marketing@fina.org.

Fina makes no claim or representation regarding, and accepts no responsibility for, directly or indirectly, the quality, accuracy or completeness of any material or information contained on any site to which you may navigate from this Site. Fina is not responsible for the contents of any site to which you may navigate from the Site. Fina makes no claim that the Site is accurate, complete, or up to date. Your reliance on any information or material made available through the Site is at your own risk.

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the purchase or sale of any goods or services or any other subject matter of any kind, is solely between you and such third party. You agree that Fina is not responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

Registration Data and Account Security
In consideration of your use of the Site, you agree to: (a) provide accurate, current and complete information about you; (b) maintain the accuracy of such information; (c) keep your password secure; (d) comply with these Site Terms; and (f) accept all risks of unauthorized access to the Registration Data and any other information you provide to Fina.

Fina will collect and process your Registration Data in accordance with its Privacy Policy and applicable laws. In particular, any personal data submitted by the visitor to this Site will not be used for any marketing or follow-up unless Fina has previously informed the visitor of this possible use and the visitor has given Fina his express permission.

Indemnification
You agree to defend, indemnify and hold harmless Fina, its subsidiaries, affiliates, licensors, employees, agents, third parties and visitors to the Site from and against any and all claims, damages, losses, expenses, taxes, penalties and interest, including attorneys' fees, arising out of or in connection with (i) your use of the Site; (ii) your violation of these Site Terms; (iii) the content, information or material you supply; (iv) your violation of any third party's rights; or (v) your violation of any applicable law or regulation.

Disclaimer
This Site and Fina Content are provided “as is” and Fina and its directors, employees, content providers, agents and third parties make no representations or warranties of any kind, whether express or implied, regarding the Site or Fina Content, including but not limited to, the accuracy, reliability, completeness, usefulness or fitness for any purpose. Fina does not warrant or represent that any feature of the Site will be uninterrupted or error free or that any information or software which is downloaded from the Site is free of viruses or other contamination.

Fina uses reasonable efforts to ensure the accuracy, correctness and reliability of Fina Content, but we make no representations or warranties as to Fina Content's accuracy, correctness or reliability.

Fina offers a search feature within the Site. Fina explicitly disclaims any responsibility for the content or material found within search results or directories. Fina also disclaims any responsibility for the completeness or accuracy of any directory or search result.

Limitation of Liability
In no event shall Fina, its directors, members, employees or agents be liable for any direct, special, indirect or consequential losses or damages (including, but not limited to, damages for loss of business, loss of profits, loss of personal data or information, loss of use of data, interruption of business and the like), even if Fina has been advised of the possibility of such damages, arising out of or in connection with the use of the Site.

Fina also does not guarantee or make any representations as to the availability, functionality, or use of the Site. Fina is not responsible for the content of any site to which you navigate from the Site. The inclusion of any link on the Site does not imply endorsement by Fina of the site or the content on the site. The links are provided for your information only.

Applicable Law and Arbitration
This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland. Any dispute arising from or in connection with your use of the Site or Fina Content which cannot be settled amicably, may be submitted to arbitration in accordance with the Rules of the Arbitration Institute of the Zurich Chamber of Commerce. The seat of arbitration shall be at Lausanne, Switzerland. The language of arbitration shall be English.

Termination
Notwithstanding any of these Site Terms, Fina reserves the right, without notice and in its sole discretion, to block your use of the Site.

Miscellaneous Provisions
Any waiver of any provision of the Site Terms will be effective only if in writing and signed by Fina. If any clause in these Site Terms is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any other clause and each will remain in full force and effect. Any rights not expressly granted herein are reserved.

Changes to Site Terms
Fina reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline or notice posted on the Site. Any changes to these Site Terms will be effective immediately upon posting to the Site. Your acceptance of such changes is implied.

We encourage you to review the Site Terms whenever you visit one of our websites.