



## **Privacy Policy**

**European Chiropractors' Union** ("we", "our", "us" or "ECU") is committed to protecting the privacy of all users of our website, other ECU media and services. Please read the following Privacy Policy that explains how we use and protect your information.

For the purposes of data protection laws, ECU is responsible for controlling the processing of your personal data.

### **1. Contact Details**

If you have any queries or requests concerning this Privacy Policy or how we handle your data more generally, please email us at [info@chiropractic-ecu.org](mailto:info@chiropractic-ecu.org)

Or write to us at:

De Vang 5, 4191TM, Geldermalsen, Netherlands

### **2. How We Collect Your Information**

We may obtain personal data about you when you register for ECU services or when you use this website or other ECU media ("**Site**"). We also look at how visitors use our Site, to help us improve our services and optimise customer experience.

We may also monitor your usage of our Site. This may include monitoring how many times you visit our Site, which pages you go to, traffic data, location data and the originating domain name of a your internet service provider. This information helps us to build a profile of our users and therefore improve our services to you. Some of this data will be personal data, other data will be aggregated or statistical, which means that we will not be able to identify you individually.

We also collect information from third party sites, such as advertising platforms and our fraud detection provider.

### **3. Information We Collect**

As part of our commitment to the privacy of our customers and visitors to our Site more generally, we want to be clear about the sorts of information we will collect from you.

When you visit our Site, contact us or utilise our services, you may be asked to provide information about yourself including your name, contact details, nationality, email address, date of birth, telephone number and payment information such as sort code and account number or credit/debit card information.

We also collect information about your usage of our Site or when you contact us or provide us with feedback, including via e-mail, letter, phone.

We may also monitor and record communications with you (such as telephone conversations, teleconferences and emails) for the purpose of quality assurance, training, fraud prevention and compliance.

The data that we request from you may include special category data. We will only collect special category data if required by law or with your permission. This includes information that relates to the following:

- racial or ethnic origin, or
- political opinions, or
- religious or philosophical beliefs, or
- trade union membership, or
- genetic data, biometric data for the purpose of uniquely identifying a natural person, or
- health data,
- or data concerning a natural person's sex life or sexual orientation.

#### **4. Information We Use**

We will only process the data we collect about you if there is a reason for doing so, and if that reason is permitted under data protection law. We will have a lawful basis for processing your information:

- if we need to process your information in order to provide you with the service you have requested or to enter into a contract;
- we have your consent;
- we have a justifiable reason for processing your data;
- or we are under a legal obligation to do so.

Where we need to in order to provide you with the service you have requested or to enter into a contract, we use your information:

- to enable us to provide you with access to the relevant parts of our Site;
- to supply the services you have requested;
- to enable us to collect payment from you;
- to contact you where necessary concerning our services;
- to contact you in relation to applicable laws, regulatory requirements, government guidance and related;
- to contact you in relation to health and safety.

We also process your data where we have a justifiable reason for doing so— for example personalisation of our service. We have listed these reasons below:

- to improve the effectiveness and quality of service that our users can expect from us in the future;
- to tailor content that we or our partners display to you;
- to enable us to help you with any enquiries or complaints in the most efficient way possible and to provide a positive customer experience;
- to contact you for your views and feedback on our services and to notify you if there are any important changes or developments to our Site or our services;
- to send you information by post about our products, services and promotions (if you do not want to receive these, you can let us know by getting in touch (please see Contact Details));
- to analyse your activity on our Site so that we can administer, support, improve and develop our business and for statistical and analytical purposes and to help us to prevent fraud;
- to enforce our contractual terms with you and any other agreement, and for the exercise or defence of legal claims and to protect the rights of ECU, our partners, or others (including to prevent fraud);
- if you submit comments and feedback regarding our services, we may use such comments and feedback and in any marketing or advertising materials.

Where we rely on legitimate interest as a basis for processing your personal information, we carry out a ‘balancing test’ to ensure that our processing is necessary and that your fundamental rights of privacy are not outweighed by our legitimate interests.

Where we are under a legal obligation to do so we may use your information to:

- create a record of the services provided;
- comply with any legal obligation or regulatory requirement to which we are subject.

## **5. Cookies**

Our Site uses cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. Cookies enable our systems to recognise your browser. Cookies are used for several reasons including:

- To recognise you whenever you visit our Site;
- To speed up access to our Site;
- To store your personal preferences;
- To build a profile about you;
- To better target our communications campaigns;
- To improve our services to you.

The vast majority of web browsers accept cookies. However, you can change your browser settings so that cookies are not accepted on our Site and on others. The most effective way to do this is to disable cookies in your browser. We suggest consulting the Help section of your browser or taking a look at any website that provides reliable and accurate advice surrounding the use of cookies, which may offer guidance for specific browsers. However, if you do disable cookies, you may lose some of the functionality of our Site, for which we are not responsible.

## **6. Direct Marketing**

Where you have given your consent or where we have a justifiable reason for doing so (and are permitted to do so by law) we will use your information to let you know about our other products and services that may be of interest to you and we may contact you to do so by email or phone. You can control your email marketing preferences by contacting us.

## **7. Information Retention**

We will not retain your information for any longer than we think is necessary.

Information that we collect will be retained for as long as needed to fulfil the purposes outlined above, in line with our legitimate interest or for a period specifically required by applicable regulations or laws, such as retaining the information for regulatory reporting purposes.

When determining the relevant retention periods, we will take into account factors including:

- our contractual obligations and rights in relation to the information involved;
- legal obligation(s) under applicable law to retain data for a certain period of time;
- limitations under applicable law(s);
- our legitimate interests where we have carried out balancing tests;
- (potential) disputes; and
- guidelines issued by relevant data protection authorities.

Otherwise, we securely erase your information where we no longer require your information for the purposes collected.

## **8. Information Disclosure**

We may disclose your personal data to third parties. These include, but are not exclusive to:

- Our agents and service providers such as providers of web hosting or maintenance services or conference organising firms contracted by us;
- National association members of the ECU;
- Payment providers (including online payment providers and fraud detection providers) for the purposes of providing services to us, for example when they process

information such as credit card payments for us, provide support services to you or carry out fraud checks for us;

- IT service providers for the purposes of data storage and analysis;
- Customer support partners who will help us to resolve any issues you may have with our services; and
- Marketing and advertising partners so that they can ensure that you see advertising which is more relevant to you and send you email and postal marketing on our behalf.

We may also disclose personal data to law enforcement agencies, in connection to any investigation, in order to help prevent unlawful activity. If ECU is integrated with another entity, your details may be disclosed to our advisers and their advisers, and may be passed on to the relevant department/s within the new entity subject to terms of confidentiality no less onerous than those contained in this Privacy Policy

ECU will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy when it is transferred to third parties.

If our organisation enters into a joint venture with, purchases or is sold to or merged with another entity, your information may be disclosed or transferred to the target entity, our new business partners or owners or their advisors.

We may also share your information:

- if we are under a duty to disclose or share your information in order to comply with (and/or where we believe we are under a duty to comply with) any legal obligation, regulatory requirement or guidance. This includes exchanging information with other organisations for the purposes of health and safety, fraud protection and prevention;
- in order to enforce our contractual terms with you and any other agreement;
- to protect the rights of ECU, our partners or others, including to prevent fraud; and
- with such third parties as we reasonably consider necessary in order to prevent crime, e.g. the police.

International transfers of data:

- In some cases the personal data we collect from you might be processed outside the UK/European Economic Area ("**EEA**"). These countries may not have the same protections for your personal data as the EEA has. However, we are obliged to ensure that the personal data that is processed by us and our suppliers outside of the EEA is protected in the same ways as it would be if it was processed within the EEA. There are therefore certain safeguards in place when your data is processed outside of the EEA.
- We ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
  - your personal data is transferred to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission;
  - we use the EU approved Standard Contractual Clauses; and

- where your personal data is transferred to third party providers based in the US, data may be transferred to them if they have self-certified under the Privacy Shield framework in relation to the type of data being transferred, which requires them to provide similar protection to personal data shared between the EU and the US.
- Please contact us using the contact details above if you would like further information on the countries to which personal data may be transferred and the specific mechanism used by us when transferring your personal data out of the EEA.

## **9. Security**

We adopt robust technologies and policies to ensure the personal information we hold about you is suitably protected.

We take steps to protect your information from unauthorised access and against unlawful processing, accidental loss, destruction and damage.

Where you have chosen a password that allows you to access certain parts of the Site, you are responsible for keeping this password confidential. We advise you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will take steps to protect your information, we cannot guarantee the security of your data transmitted to the Sites; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **10. Your Rights**

Under data protection law, you may have a number of rights concerning the data we hold about you. If you wish to exercise any of these rights, please contact us, using the contact details set out above.

### **Right to be informed**

You have the right to be provided with clear, transparent and easily understandable information about how we use your information and your rights. This is why we're providing you with the information in this Privacy Policy.

### **Right of access**

You have the right to obtain access to your information (if we're processing it). This will enable you, for example, to check that we're using your information in accordance with data protection law. If you wish to access the information we hold about you in this way, please get in touch (please see Contact Details).

### **Right to rectification**

You are entitled to have your information corrected if it is inaccurate or incomplete. You can request that we rectify any errors in information that we hold by contacting us (please see Contact Details).

### **Right to erasure**

This is also known as ‘the right to be forgotten’ and, in simple terms, enables you to request the deletion or removal of certain of the information that we hold about you by contacting us (please see Contact Details).

### **Right to restrict processing**

You have rights to 'block' or 'suppress' further use of your information. When processing is restricted, we can still store your information, but will not use it further.

### **Right to data portability**

You have the right to obtain your personal information in an accessible and transferable format so that you can re-use it for your own purposes across different service providers. This is not a general right however and there are exceptions. To learn more please get in touch (please see Contact Details).

### **Right to lodge a complaint**

You have the right to lodge a complaint about the way we handle or process your information with your national data protection authority.

### **Right to withdraw consent**

If you have given your consent to anything we do with your information (i.e. we rely on consent as a legal basis for processing your information), you have the right to withdraw that consent at any time. You can do this by contacting us (please see Contact Details).

Withdrawing consent will not however make unlawful our use of your information prior to withdrawal.

### **Right to object to processing**

You have the right to object to certain types of processing, including processing for direct marketing and profiling. You can object by changing your marketing preferences, disabling cookies or by getting in touch (please see Contact Details).

## **11. Changes**

We keep our Privacy Policy under regular review and as a result it may be amended from time to time without notice. As a result we encourage you to review this Privacy Policy regularly. This Privacy Policy was last updated in October 2020.

# Terms & Conditions:

## 1. Interpretation

This website (“the Site”) is operated by the European Chiropractors’ Union (ECU) (“We”, “Us”, “Our”). References to the singular include the plural and to the masculine include the feminine and vice versa. Reference to the Site encompasses all ECU media including, but not limited to, the ECU App, ECU Facebook page and ECU Convention Facebook page. The headings in these terms and conditions are for convenience only and shall not affect their interpretation. These terms and conditions include our Privacy Policy which can be viewed [here](#).

## 2. Binding

These terms and conditions are binding on you and by accessing and continuing to use the Site you are deemed to accept these terms and conditions and any changes and alterations made from time to time in accordance with Clause 4 below. If you do not agree to be bound by these terms and conditions you may not use the Site.

## 3. Disclaimer

The content of this web site (and all ECU affiliated pages) is provided for information purposes only. Whilst every care has been taken in its preparation and ongoing amendment we do not make any warranties or representations as to its accuracy or reliability and we shall not be liable for any direct, indirect, special or consequential loss or damage suffered by you as a result of reliance on such content. We accept no liability or responsibility whatsoever for any direct, indirect, special or consequential loss or damage suffered by you as a result of the content, other use of, or inability to use, the Site. Nothing in these terms and conditions affects your statutory rights. Nothing in the Site constitutes advice and the transmission, downloading or sending of any information or content does not create a contractual relationship.

## 4. Changes to Service

We reserve the right to improve, amend, or suspend the service provided on the Site at any time without notice.

## 5. Amendments to Terms and Conditions

We reserve the right to alter these terms and conditions at any time with immediate effect by placing the amended terms and conditions on the Site.

## 6. Intellectual Property

All content and all compilation of content included on the Site, including but not limited to text, graphics, logos, icons, photographs and images, audio clips, digital files, data compilations and software, is our property or is licensed by us and is protected by copyright,



database, trade mark and all other intellectual property right laws in England and internationally, unless otherwise stated.

## **7. General Conduct**

We grant you a limited ability to access and make use of the Site, but not to modify it, or any part of it, or otherwise exploit it for any commercial purpose except for those specific purposes set out in this agreement or otherwise with our express written consent. You may not frame or use framing techniques to enclose any trade mark, logo or other proprietary information (including images, text, page layout or form) belonging to or controlled by us without our express written consent, and provided it is for personal use only. You must not use the Site in any way that causes, or is likely to cause, the Site or access to it to be interrupted, damaged or impaired in any way. You understand that you are responsible for all electronic communications and content sent from your computer to us and you must use the Site for lawful purposes only. You must not use the Site for any fraudulent purposes, or in connection with a criminal offence or other unlawful activity, to send, use or reuse any content or material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing or that will infringe copyright, trade mark, confidence, privacy or any other right; or is otherwise injurious to third parties, or objectionable, or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any “spam” to cause annoyance, inconvenience or needless anxiety. You must not use the Site in any way which may disrupt the ECU community or cause problems for other users and ECU staff, which may be detrimental to the ECU or generally use the Site in any way which in our reasonable opinion is inconsistent with the spirit of these terms and conditions. If you believe that anyone has infringed your or a third party’s right(s) on the Site or if you have infringed a third party’s right(s) you must inform us immediately by emailing us at [info@chiropractic-ecu.org](mailto:info@chiropractic-ecu.org)

## **8. Links**

We have no control over the content of third party sites and cannot guarantee the reliability of any links to third party sites nor can we provide any guarantees or accept any liability in respect of the content on such third party sites. You may not create any hyperlinks to the Site other than to the homepage without our prior written consent. All such permitted hyperlinks must make it clear that the hyperlink is to our Site and that it is in no way affiliated to any third party.

## **9. Privacy**

We take privacy issues seriously. Our current Privacy Policy covers our use of any information you provide. In using the Site, you acknowledge and agree to be bound by the terms of the Privacy Policy which can be viewed above. If you do not agree to our use of your personal data as described in our Privacy Policy, then you must not use the Site.

## **10. Internet Security**

You are solely responsible in all respects for all use of and for protecting the confidentiality of your account and password which may be given to or selected by you for use on the Site. You must immediately notify us of any unauthorised use of them or any other breach of

security. We will do everything we can to ensure that availability of the Site will be uninterrupted and that transmissions will be error or virus free or free of amendments by unauthorised parties. However, this cannot be guaranteed. If you identify any error on the site or any material that you consider to be offensive, indecent, dishonest, inaccurate or illegal you should immediately e-mail us at [info@chiropractic-ecu.org](mailto:info@chiropractic-ecu.org) and we will take such action as we in our absolute discretion see fit.

## **11. Compliance with Laws**

You agree to comply with all applicable laws, statutes and regulations concerning your use of the Site.

## **12. General**

Except as otherwise stated, any notices you wish to send to us should be emailed to [info@chiropractic-ecu.org](mailto:info@chiropractic-ecu.org). Any notices that we may wish to draw to your attention will be displayed on the Site. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

## **13. Law and Jurisdiction**

These terms and conditions are governed by and shall be construed in accordance with the laws of England. Any dispute will be under the exclusive jurisdiction of the English courts.

As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms, affects your rights as a consumer to rely on such mandatory provisions of local law.

# **Online Dispute Resolution**

In the first instance, please send your complaint by email to [info@chiropractic-ecu.org](mailto:info@chiropractic-ecu.org).

The European Commission has set up an Online Dispute Resolution (ODR) website for consumers who are unhappy with products or services they have bought online. If this applies to you, you can submit a complaint using the [ODR website](#). You will receive details of the Alternative Dispute Resolution (ADR) provider, along with your option to have your complaint reviewed by them.