

9 February 2026

Version 1.0

TERMS AND CONDITIONS

European Solar Manufacturing Council (ESMC)

1. Scope and Purpose

These Terms and Conditions (“Terms”) govern the use of all services, platforms, events, communications, and membership-related activities provided by the **European Solar Manufacturing Council** (“ESMC”, “we”, “us”).

They apply in particular to:

- membership applications and membership management,
- participation in ESMC events (including General Assemblies),
- use of ESMC digital tools and registration systems,
- submission of documents (including proxy forms),
- participation in surveys, consultations, and policy activities.

2. Legal Status

ESMC is an international non-profit association (AISBL) governed by Belgian law.

3. Acceptance of Terms

By applying for membership, registering for events, submitting information or documents, or using ESMC systems or services, users confirm acceptance of these Terms.

4. Membership

4.1 Applications

Submission of a membership application does not create a right to admission. Decisions are taken in accordance with the ESMC Statutes and internal governance rules.

4.2 Member Obligations

Members shall:

- provide accurate and complete information,

- comply with applicable competition law,
- respect ESMC internal rules and confidentiality obligations.

4.3 Suspension or Termination

ESMC may suspend or terminate access or membership in accordance with its Statutes and applicable law.

5. Events, General Assembly and Proxy Participation

5.1 Event Registration

Event participation may require the processing of personal and professional data. Registration confirmations and attendance records may be generated automatically.

5.2 Proxy Forms and Voting Instructions

Where proxy participation is permitted under the ESMC Statutes:

- proxy forms may be submitted digitally,
- responsibility for the legality, validity, completeness, and internal consistency of proxy instructions lies exclusively with the submitting party,
- ESMC performs no legal verification of proxy validity beyond basic formal completeness.

ESMC expressly disclaims any liability for invalid, conflicting, late, or improperly executed proxy instructions.

6. Use of Digital Platforms

Users shall not:

- misuse ESMC systems,
- upload unlawful or misleading content,
- attempt unauthorised access,
- use ESMC tools for unauthorised commercial purposes.

ESMC may restrict access for security, legal, or compliance reasons.

7. Intellectual Property

All ESMC materials (including documents, presentations, publications, and logos) are protected by intellectual property law.

Unless explicitly authorised, materials may not be reproduced, distributed, or used for commercial purposes.

8. Liability and Disclaimer

ESMC services are provided on a best-effort basis.

- No guarantee is given for uninterrupted availability.
- Policy analyses, briefings, and statements do not constitute legal or financial advice.
- ESMC shall not be liable for indirect or consequential damages, except in cases of mandatory legal liability or gross negligence.

9. Data Protection (GDPR)

9.1 Data Controller

ESMC acts as data controller pursuant to Art. 4(7) GDPR.

9.2 Categories of Data

Depending on activities, ESMC may process:

- contact and professional data,
- membership data,
- event participation data,
- uploaded documents (including proxy forms),
- survey responses,
- anonymised or aggregated market information.

9.3 Legal Bases (Art. 6 GDPR)

Processing is based on:

- Art. 6(1)(b) – performance of a contract,
- Art. 6(1)(c) – legal obligations,
- Art. 6(1)(f) – legitimate interests,
- Art. 6(1)(a) – explicit consent (opt-in), where required.

9.4 Communications and Surveys

Mailings, newsletters, and surveys are conducted **on an opt-out basis**. Consent may be withdrawn at any time.

9.5 Data Sharing

Personal data are not shared with third parties unless required for operational purposes or legal obligations.

Data may be shared with EU institutions **only upon explicit request and exclusively in anonymised or aggregated form**, unless otherwise legally required.

9.6 Retention

Data are retained only as long as necessary for the respective purpose or statutory obligations.

9.7 Data Subject Rights

Data subjects have the rights provided under GDPR, including access, rectification, erasure, restriction, objection, and portability.

Requests may be addressed to: **secretariat@esmc.solar**

10. Confidentiality

Non-public information shared within ESMC structures shall be treated as confidential unless explicitly stated otherwise.

11. Amendments

ESMC may amend these Terms to reflect legal, organisational, or technical changes. Updated versions will be communicated appropriately.

12. Governing Law and Jurisdiction

These Terms are governed by Belgian law.

Exclusive jurisdiction lies with the courts of Brussels, unless mandatory law provides otherwise.