



CONDITIONS GOVERNING THE USE OF THE USERNAME/PASSWORD AND COORDINATES CARD

This document sets down the conditions governing the use of the Username, Password and Coordinates Card supplied by Ecoembalajes España, S.A. (hereinafter ECOEMBES) to authorized contacts at the organizations (member company, recycler/recoverer, government bodies, etc.) with which it works, (hereinafter THE ORGANIZATION).

1. The Username, Password and Coordinates Card identify THE ORGANIZATION for the purposes of its relations with ECOEMBES, and represent a method to deal with ECOEMBES via the Internet through the present and future applications offered by the ECOEMBES Online Management System.
2. All operations completed over the Internet channel using the Username, Password and Coordinates Card issued to authorized contacts shall unquestionably be assumed to have been executed by THE ORGANIZATION.
3. With regards to its Username, Password and Coordinates Card THE ORGANIZATION does agree to:
 - Assure that they are used **by the authorized contact person or by active personnel who are overtly recognized as responsible** for operating on behalf of THE ORGANIZATION in each of the ambits in which it may be possible to deal with said elements.
 - To see to it that they are cared for and maintained in the exclusive possession of their holder or active staff member(s) recognized as responsible for representing THE ORGANIZATION.
 - To not divulge or transmit any of the aforementioned elements in any way
 - To notify ECOEMBES immediately in the event that any of the three elements mentioned are lost, misplaced, taken or stolen.
 - To immediately notify ECOEMBES, in a documented manner, regarding the departure or replacement of those contact persons reported as the holders of the Username, Password and Coordinates Card, in relation to all of the ambits in which they are authorized to operate (annual packaging declaration, prevention plans, etc.)
4. THE ORGANIZATION assumes all responsibility for irregular or fraudulent use which may be made of the Username, Password and Coordinates Card, even in cases of acts of God or force majeure, until this fact is reported to ECOEMBES.
5. ECOEMBES guarantees that all the communications exchanged between THE ORGANIZATION and ECOEMBES by this means is sent encrypted via the web, thereby ensuring the privacy of the data transmitted. Said Information shall only be interpretable by THE ORGANIZATION'S computer web browser and the ECOEMBES Web Server thanks to the SSL certificate installed on the latter.
6. ECOEMBES may unilaterally deactivate the Username, Password and Coordinates Card in the following cases :
 - If THE ORGANIZATION has not used said elements within 14 months from their issuance.
 - If THE ORGANIZATION ceases to form part of the Integrated System administrated by ECOEMBES, regardless of the reason.

7. The electronic means made available to THE ORGANIZATION by ECOEMBES for the use of the Username, Password and Coordinates Card may, due to acts of God or for reasons of force majeure, suffer operational errors or be temporarily suspended for maintenance, or due to situations not attributable to ECOEMBES, as they fall outside its control; as such, they may not constitute grounds for any claims brought against ECOEMBES.
8. The current version of the CONDITIONS GOVERNING THE USE OF THE USERNAME, PASSWORD AND COORDINATES CARD document is available on the ECOEMBES website: (www.ecoembalajes.com).
9. In accord with Organic Law 15/1999 governing Personal Information Protection, you are informed that data of a personal nature which you provide are incorporated into a file held by ECOEMBES and for which it is responsible in order to facilitate compliance with the obligations stemming from the membership contract. Access, rectification, cancellation and opposition rights may be exercised by writing to ECOEMBES.
10. In the event that THE ORGANIZATION does not wish to use the Internet as a channel to operate with ECOEMBES for any or all of its ambits, it is to notify ECOEMBES of this in writing.
11. ECOEMBES reserves the right to modify or cancel Internet-based operations at any time and/or any of the conditions governing its use.
12. All communications to be sent by THE ORGANIZATION to ECOEMBES with regards to that stated in the present terms should be directed to the following address:

Ecoembalajes España, S.A.
C/ Orense, 4 - Planta 8ª
28020 Madrid

Said communication should be addressed to the attention of:

- ***Dpto. Control de Gasto de Convenios (Agreement Expense Control Dept.)*** if the message comes from a **Local Government Body or Recycler/Recover.**
- ***Dpto. de Servicio a Clientes (Customer Service Dept.)*** if the message comes from a **Member Company.**