

## Terms and Conditions

### 1. Scope and Application

**Legal Identity:** These Terms and Conditions of Use (“Terms”) govern the use of the website of the American Chamber of Commerce in Luxembourg, A.s.b.l. (“AmCham”, “we” or “us”), an association registered in Luxembourg (RCS Luxembourg F.1274) with its legal address at 6, Rue Antoine de Saint-Exupéry, L-1432 Luxembourg. These Terms apply to the AmCham website (including all pages under the domain **amcham.lu**, the “Website”), as well as to all features, content, and services provided through the Website, including membership portals, events registration, publications, newsletters, and any member-only resources (collectively, the “Services”).

**Scope:** By accessing or using the Website or Services, you (“User”) agree to be bound by these Terms, which form a legally binding agreement between you and AmCham. These Terms apply to all visitors and users of our Website including AmCham members and non-members. Additional specific terms may apply to certain Services (for example, specific terms for membership or event participation), which will be indicated where applicable. In the event of conflict, these specific terms prevail for the relevant Service.

**Definitions:** In these Terms, unless the context requires otherwise:

- **“User”** (or “you”) means any natural or legal person who accesses or uses the Website or Services, whether as a casual visitor or as a registered member. If you use the Website on behalf of a company or other entity, “you” also means that entity and you represent that you have the authority to bind it to these Terms.
- **“Member”** means a User who has an active AmCham membership (whether corporate, small business, individual or other category) and thereby may access member-only portions of the Website and receive member benefits.
- **“Content”** means all information, text, images, videos, data, and materials available on the Website, whether posted by AmCham, by Users (if applicable), or by third parties.
- **“Services”** refers to the various functionalities offered via the Website, including informational content, downloadable publications, newsletters, event listings and registrations, membership directories, and any interactive features.
- Any other capitalized terms are defined within these Terms or in AmCham’s Privacy Policy.

These Terms are to be read in conjunction with our Privacy Policy (which explains how we collect and process personal data) and any other legal notices published on the Website. If you do not agree with any provision of these Terms, you must refrain from using the Website or Services.

### 2. Acceptance of Terms and User Eligibility

**Acceptance Mechanism:** By accessing or using the Website, you confirm that you have read, understood, and agreed to these Terms. If you create an account, register for an event, or apply for membership via the Website, you may be required to expressly accept these Terms (for example, by clicking “I agree”). Even if no click-wrap or sign-in prompt is used, your continued use of the Website constitutes acceptance of these Terms. If you do not agree to these Terms, you must not use the Website.

**Eligibility:** The Website and Services are intended for use by adults of legal age. You must be at least 18 years old (or the age of majority in your jurisdiction) to create an account, become an AmCham member, or register for events. Use of member services is **strictly reserved for adults of full age**; minors cannot become members of AmCham or independently register on the Website. An individual under 18 may only engage with AmCham membership or events through a parent or legal guardian (e.g. a guardian may obtain a membership card or register a minor for an event, where appropriate). By using the Services, you represent and warrant that you meet these eligibility requirements and that all information you submit is truthful and accurate. AmCham may ask for proof of age or identity to verify compliance with this clause.

If you are using the Website on behalf of a company or other organization, you further represent that you are authorized to bind that organization to these Terms, and you agree that the entity will be bound by these Terms. Such an organization must ensure that all individuals accessing the Website on its behalf are aware of and comply with these Terms.

### **3. Permitted Use of the Website and Services**

**Permitted Uses:** We grant Users a limited, revocable, non-exclusive, non-transferable right to access and use the Website and Services for lawful purposes and for personal or internal business use. You may download or print materials from the Website **for your own informational use** or the internal use of your organization, provided you do not remove any proprietary notices. Members may access member-only content (such as publications, newsletters, white papers, or member directories) for their professional development, networking, or business operations consistent with AmCham's mission. You are encouraged to use the Website to learn about AmCham's activities, register for events, apply for or renew memberships, and engage with our content in the intended manner.

**Linking and Sharing:** You may create ordinary links to the public pages of our website (for example, to share an article or event announcement) in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not frame our Website within another site, nor may you imply any affiliation, approval, or endorsement by AmCham without our prior written consent (see Section 7 on Intellectual Property for use of our name and logo).

Any use of the Website and Services that is not expressly permitted by these Terms is prohibited (see next section). If you are uncertain whether a particular activity is allowed, please contact us for clarification.

### **4. Prohibited Conduct**

When using our Website and Services, you agree **NOT** to engage in any of the following prohibited activities:

- **Unlawful Use:** Do not use the Website or Services for any purpose that is illegal, unauthorized, or beyond the scope of their intended use. You must not violate any applicable laws or regulations (Luxembourg, EU, or international) in connection with your use of the Website. This includes, but is not limited to, not using the site to commit fraud, harassment, intellectual property infringement, or other unlawful acts.
- **Infringement of Rights:** Do not upload, post, transmit, or otherwise make available any Content that you do not have the right to share, or that violates the intellectual property, privacy, or other rights of any person or entity. For example, you must not post material that infringes copyright, trademarks, or trade secrets of others.

- **Malicious Technical Acts:** You must not introduce viruses, malware, ransomware, Trojan horses, worms, logic bombs, or any other software or code that is malicious or technologically harmful. Additionally, do not attempt to gain unauthorized access to our servers, databases, or the accounts of other users, and do not attack the Website via a denial-of-service attack or similar.
- **Interference and Disruption:** Do not interfere with or disrupt the proper functioning of the Website, the servers or networks connected to the Website, or bypass any measures we use to secure or restrict access to the Services. This includes refraining from any excessive use that overloads infrastructure, using any robot, scraper, or automated means to access the site without our permission, or attempting to disable or circumvent any content protection or access controls.
- **Misrepresentation and Misuse:** You must not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity. Do not use the Website to transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” chain letters, or pyramid schemes. Also, you may not use the Website to collect personal data of others (for example, harvesting email addresses) without consent.
- **Offensive or Unethical Content:** Do not post or disseminate through the Website any content that is defamatory, libelous, threatening, abusive, violent, harassing, harmful, obscene, or otherwise objectionable. In the context of any interactive features (such as event forums or comments, if enabled), you must maintain a civil and respectful tone. Content that is hateful or discriminatory (for example, based on race, religion, gender, etc.) is strictly forbidden.
- **Unauthorized Commercial Use:** You may not exploit the Website or any portion of its content for commercial purposes not approved by AmCham. This means you should not, for instance, resell access to member-only resources, use information from our member directory to send unsolicited commercial communications, or advertise or sell products/services to other users through our platform unless such activity is part of an AmCham-approved program.

AmCham reserves the right to investigate and take appropriate legal action against any violations of this Section. We may, at our sole discretion, suspend or terminate accounts (Section 16) or block access to the Website for any User who engages in prohibited conduct or otherwise violates these Terms. Furthermore, we may cooperate with law enforcement authorities or court orders requesting or directing us to disclose the identity of anyone posting or transmitting prohibited content. You acknowledge that any breach of this Section 4 can result in civil, criminal, or administrative penalties under applicable law, and you agree to comply with all reasonable requests from AmCham aimed at investigating or remedying such issues.

## 5. User Accounts and Membership Terms

Certain features of the Website (such as accessing member-only content, managing event registrations, or updating membership information) may require you to create a user account or hold an active AmCham membership. The following terms apply to user accounts and AmCham memberships:

**5.1 Account Registration:** When creating an account or applying for membership online, you must provide accurate and complete information. This may include your full name, company (if applicable), contact information, and any other details we require. You agree to

keep your account credentials (username and password) confidential and not share them with anyone else. You are responsible for all activities that occur under your account. If you suspect any unauthorized use of your account or any security breach, you must promptly notify AmCham. We may require you to change your password or provide additional information to verify your identity for security purposes. AmCham is not liable for any loss or damage arising from unauthorized use of your account due to your failure to safeguard login credentials.

**5.2 Membership Eligibility and Categories:** AmCham offers memberships to companies and individuals meeting our criteria. Membership is generally open to businesses of all sizes (corporate, small business, micro-entrepreneurs) as well as certain individuals (such as academics, government officials, young professionals, and seniors). Membership applications are subject to acceptance by AmCham. We reserve the right to approve or reject membership applications at our discretion (consistent with any applicable non-discrimination laws). By applying for membership, you represent that all information in your application is truthful and that you (or your company) meet the eligibility conditions of the chosen category. If your circumstances change such that you no longer meet eligibility (for example, a student member who is no longer a student), you agree to inform AmCham or update your profile accordingly.

**5.3 Member-Only Resources:** AmCham members gain access to certain digital resources and services reserved for members, including but not limited to: member-only publications (e.g., *Connexion* newsletter issues, white papers, or the “Doing Business in Luxembourg” book in digital form), special reports, event discounts or free entry as applicable, committee participation materials, and the Member Benefits Club offers. These resources are provided for the benefit of members and may not be shared publicly or with non-members without AmCham’s permission. For example, if you download a members-only white paper, you may share it internally within your company, but you should not republish it on a public website. Member companies are allowed and encouraged to extend AmCham benefits to all their employees (since an AmCham corporate membership covers the entire company), but non-employees and external parties should not be given direct access to member-only sections of the site.

**5.4 Membership Dues and Renewal:** Membership in AmCham is subject to the payment of annual dues as established by AmCham’s current fee schedule for each category of membership. For example, as of recent schedules, a standard Corporate Membership has an annual fee of EUR 1200, a Small Business Membership (for companies with 10 or fewer employees) has an annual fee of EUR 425, and certain individual categories such as Academic/Government/Senior memberships have an annual fee of EUR 100. (These figures are provided for illustration; please refer to the latest membership information on the Website or application form for up-to-date fees.) Initial membership dues are payable upon application approval, and thereafter membership is typically renewed on an annual basis. AmCham will inform members of renewal procedures – generally, memberships will renew each calendar year or anniversary year. You are responsible for timely payment of renewal dues to maintain active membership status. If dues are not paid by the designated deadline, AmCham reserves the right to suspend membership benefits and access to member-only resources until payment is received, or to terminate the membership for non-payment.

Unless otherwise specified for a particular membership promotion, **membership fees are non-refundable** once paid, except in the event of a clear error or unless required by law (for instance, certain consumer protection laws might allow a short cancellation right for

individual members who joined online; see Section 5.6 on Resignation). AmCham does not prorate membership fees for partial years except as explicitly provided in a promotional offer.

**5.5 Resignation and Termination of Membership:** Members may resign their membership by giving written notice to AmCham (for example, via email or registered letter to the contact in Section 20). Unless otherwise stated, a resignation will take effect at the end of the then-current membership period (e.g., year) in which notice is given, and the member will not be charged for the next period provided the notice was given in a timely manner. We kindly request that companies or individuals intending not to renew inform us before the renewal invoice is issued or the renewal date. Once membership is resigned or expires, access to member-only content and benefits will cease.

AmCham will not cancel automatically a membership which has not been paid from a previous year, and ongoing year or a renewal new year if a member does not notify at all. The membership dues are payable till a formal cancellation is received.

AmCham may terminate or suspend a membership (or user account) with immediate effect for good cause, including for serious or repeated violation of these Terms or other applicable AmCham policies (such as a Code of Conduct), or for actions that bring AmCham into disrepute. In less severe cases, AmCham may provide a warning and an opportunity to cure the violation (if curable) within a reasonable period. If AmCham terminates a membership for cause (for example, due to unethical conduct or misuse of membership privileges), the member will not be entitled to any refund of dues already paid. In cases of termination without cause (for example, if AmCham discontinues a certain category of membership or the entire membership program), AmCham will provide a pro-rata refund for the remaining full months of paid membership.

Additionally, AmCham reserves the right to **terminate or modify any Service or feature** provided as part of membership at any time. We will endeavor to notify members of significant changes to membership benefits or services. Section 16 of these Terms (Termination) provides more general provisions on account termination that also apply to membership accounts.

**5.6 Member Conduct Obligations:** Being an AmCham member comes with the expectation of professional and ethical conduct. Members are expected to uphold AmCham's values and behave with respect towards other members, AmCham staff, and third parties in all interactions facilitated by AmCham (including online forums, events, and communications). Without limiting Section 4 (prohibited conduct), members specifically agree to: (a) use member directories or contact lists solely for networking and not for spamming other members with unsolicited sales pitches; (b) maintain confidentiality of any information designated as member-confidential; (c) act in good faith when representing AmCham or participating in AmCham activities, avoiding any action that conflicts with AmCham's non-profit mission or tax-exempt status; and (d) refrain from using AmCham's platform to engage in political campaigning or religious proselytizing, in recognition of AmCham's non-partisan, business-focused mandate (see Section 12 on Political Neutrality). Violation of these member conduct obligations may result in disciplinary action, up to and including termination of membership as described above.

**5.7 Membership Account Security:** If you are provided with or create login credentials to access member-only sections of the Website, those credentials are personal to the member (or member organization) and must not be shared externally. For corporate memberships, multiple user accounts can be set up for employees of the member company; each user should have their own credentials. The main account holder or company representative is

responsible for managing sub-accounts and ensuring that only eligible persons (e.g., current employees) use the membership privileges. AmCham employs reasonable security measures to protect member accounts, but it is also the member's responsibility to use a strong password, protect it, and log out of the site after sessions to prevent unauthorized access.

By creating a membership account or using a membership benefit, you acknowledge and agree to the above terms of this Section 5. If you have questions about your membership, please contact us (see Section 20). Additional details about membership categories, fees, and benefits are available on our Membership page on the Website and may be updated periodically.

## **6. Events and Event Participation**

AmCham regularly organizes events such as conferences, seminars, webinars, networking receptions, and social gatherings for the business community. When you register for or attend an AmCham event (whether in-person or virtual), the following terms apply in addition to the general Terms:

### **6.1 Event Registration and Fees**

**Registration:** You may register for events through our Website's Events section or other channels indicated (such as email RSVP for certain invite-only events). Some events are open to the public, while others are exclusive to AmCham members or may offer member vs. non-member pricing. Registration is generally on a first-come, first-served basis, and certain popular events may have limited capacity. AmCham reserves the right to give priority to members for oversubscribed events or to limit the number of attendees per organization if needed. Your registration is confirmed when you receive a confirmation message (on-screen and/or via email). If you do not receive confirmation, please contact us – unconfirmed registrations may not guarantee entry.

**Event Fees:** Many AmCham events are free for members (for example, committee meetings or networking mixers), whereas others have fees (e.g., conferences, luncheons, gala dinners). The event description will specify the fee and what it includes (e.g., entry, meals, materials). Members often benefit from discounted rates or free entry; non-members may be charged a higher fee. All fees are quoted in Euros and unless stated otherwise, are exclusive of any applicable VAT. You agree to pay any event fees in the manner and by the deadline described at registration. Payment methods may include online payment via credit card, bank transfer, or other methods specified. In some cases (like paid lunch events), **pre-payment is required** to secure your spot. Failure to pay timely may result in cancellation of your registration.

**Walk-ins:** For events allowing on-site registration, walk-in attendees will be accommodated only if space permits, and usually on a cash or immediate payment basis at the door. The walk-in fee (if allowed) might differ from advance registration pricing. AmCham encourages advance registration to ensure your seat and to help us with planning.

AmCham makes every effort to ensure that event details (date, time, venue, topic, speakers) are accurately described on the Website. However, all event arrangements are subject to change. We will notify registered participants of any significant changes or requirements (for example, special security protocols or dress codes if any).

### **6.2 Cancellations and Refunds for Events**

**Participant Cancellations:** If you have registered and paid for an event and find that you cannot attend, you should inform AmCham as soon as possible (by contacting the event organizer or through the designated cancellation method on the Website). Our general cancellation policy (unless a specific event page states otherwise) is as follows:

- For paid events (excluding those involving external ticket vendors or special terms), cancellations **at least 5 business days** before the event date are eligible for a full refund of the registration fee.
- Cancellations made **2-4 business days** before the event may be eligible for a 50% refund.
- Cancellations made **within 2 business days** of the event (or failure to attend without notice) are typically **non-refundable**, as it is often too late for us to adjust commitments with venues and caterers.

These timeframes are general guidelines; any event-specific policy on the registration page will override the above. For example, major conferences or gala dinners may have a different cutoff (often earlier due to more elaborate arrangements), which will be communicated in the event details. Where refunds are approved, we will process them as soon as practicable via the original payment method or an alternative method if necessary. Please note that any payment processing fees that we cannot recover may be deducted from the refund (we will inform you if so).

**AmCham Cancellations or Changes:** In the unlikely event that AmCham needs to cancel or substantially reschedule an event (e.g., change of date or venue to a materially different context), we will notify all registered participants as soon as possible using the contact information provided at registration. If an event is canceled by us or if you cannot attend the rescheduled date, you will be entitled to a full refund of any registration fees you have paid. AmCham's liability is limited to refunding the event fee; we are **not responsible for other costs** you may have incurred in anticipation of the event (such as travel or accommodation), as those are outside our control (see Section 14 Limitation of Liability).

**Substitutions:** If you cannot attend, you may propose a substitute attendee (for example, a colleague to take your place) by notifying us in advance. For member-only events, the substitute should also meet the membership criteria (or otherwise we may charge the non-member fee if a non-member replaces a member attendee). AmCham reserves the right to refuse a substitute for any reason, but generally we will accommodate substitutions that are reasonable and notified with sufficient time. No-shows at events with limited capacity may be noted, and frequent no-shows might affect your ability to register for future events. Our cancellation policy is designed to be fair and to minimize wasted resources, so we appreciate your understanding and cooperation.

### **6.3 Data Collection and GDPR Compliance for Events**

By registering for an event, you provide personal information such as your name, title, organization, and contact details. **Data Usage:** AmCham will use this information to manage your participation in the event – for example, to prepare attendee badges, verify your identity at check-in, send you event updates or materials, and facilitate networking (e.g., by including your name and company on an attendees list). We process this personal data in compliance with applicable data protection laws, including the EU General Data Protection Regulation (Regulation (EU) 2016/679, “GDPR”), and Luxembourg’s Law of 1 August 2018 which complements the GDPR at the national level. Your event registration data is used under the legal basis of either contract performance (fulfilling our obligations to host the event you

signed up for) or legitimate interests (running our events and fostering business networking, balanced by your privacy rights).

We **do not sell** attendee personal data to third parties. However, we might share limited data with event partners or service providers strictly for event operations – for example, providing a caterer with a list of attendee names for check-in, or an email platform to send you a reminder. If an event is co-hosted with a partner organization or held at a third-party venue, we may also share attendee names with those parties for security or logistical reasons. All such partners are expected to handle your data lawfully and only for the specified purposes.

**Event Participation Lists:** For networking events, we may distribute a participant list to attendees, which typically includes names, organization, and perhaps job titles (but not personal contact details unless you explicitly agreed). This is done to encourage networking in line with AmCham's mission. If you object to being included on an attendees list, please let us know and we will accommodate where possible.

All personal data collected for events will be processed according to our Privacy Policy and applicable data protection law. We will not retain event registration data longer than necessary for the purposes collected, except where required for compliance or legitimate archiving. For example, basic attendee records may be kept to track participation metrics or for audit purposes (especially if the event involved financial transactions). You have rights regarding your personal data, including access, rectification, and erasure, as detailed in Section 9 (Privacy) below and in our Privacy Policy. For any concerns about personal data in event context, you can contact us or our data protection contact (see Section 20).

#### **6.4 Photography, Recording and Media Consent**

**Photography/Video at Events:** Please be aware that AmCham events may be photographed and/or recorded (video or audio) for documentation, news, or promotional purposes. As the event organizer, **we have a duty to inform** guests that photos or videos will be taken. We typically do this by including a notice in event invitations or at the venue (e.g., signs at check-in) indicating that by participating you may be photographed or filmed. The purpose of such media is to report on the event (e.g., in our newsletter or website gallery) and to promote AmCham's activities.

By attending an AmCham event, you **acknowledge and agree** that AmCham (or its agents) may capture your image, likeness or voice in photos, video, or streaming media, and **you grant AmCham the right** to use and publish such media for legitimate purposes. This may include posting event albums on our website or social media, using snippets in promotional brochures, or sharing event recap videos. We will not sell your individual image to third parties, and we will not use your name or identify you in captions without your consent (unless it's a public figure or speaker who is being reported on). The rights you grant us are non-exclusive, worldwide, perpetual, and royalty-free, covering all forms of media. This media rights clause is a condition of attending our events so that we can operate in a consistent manner; however, we respect that some individuals may be uncomfortable with being photographed. If that is the case, **please notify us** in advance or identify yourself to our staff/photographer at the event. We will make reasonable efforts to accommodate requests (for instance, by seating you out of camera focus or refraining from taking close-up shots of you). Similarly, if you see an image of yourself on our materials that you want removed for privacy reasons, let us know and we will consider your request in line with GDPR and other applicable laws. Generally, if a person is only incidental in a photo (background of a crowd, etc.), explicit consent is not required under data protection law for

using that photo; but when individuals are central and identifiable, we aim to handle that data carefully and honor objections when feasible.

**External Media and Participants' Photos:** On occasion, accredited press or media might be invited to AmCham events (especially high-profile conferences). We will endeavor to warn attendees if press photographers or reporters are present. AmCham is not directly responsible for how external media may use images or quotes from events open to press, but we do expect them to follow journalistic standards and any ground rules we set (e.g., not disrupting the event or respecting off-the-record segments). As a participant, you are generally free to take your own photos at events (except where explicitly prohibited, such as proprietary content in a workshop or if a speaker objects). If you take photos or videos, please be mindful of others' privacy and enjoyment of the event. Do not obstruct professional photographers or the flow of the event program. If you intend to publish or live-stream from the event, ensure its allowed and does not include someone else's personal data without permission.

## 6.5 Participant Code of Conduct at Events

AmCham is committed to providing a safe, inclusive, and welcoming environment at all its events. All attendees, speakers, sponsors, and volunteers at our events are required to abide by this **Participant Code of Conduct**:

- **Professionalism and Respect:** Treat all event participants – including speakers, venue staff, AmCham staff, and fellow attendees – with courtesy and respect. Harassment, discrimination, or verbal abuse of any kind will not be tolerated. This includes inappropriate comments or behavior related to gender, sexual orientation, race, religion, disability, appearance, or any protected characteristic.
- **No Disruption:** Participants should not engage in behavior that significantly disrupts the event or the enjoyment of others. This includes excessive alcohol consumption leading to disorderly conduct, heckling speakers, or monopolizing Q&A sessions in a way that is disrespectful. We encourage lively discussion and debate, but it must remain civil and on-topic.
- **Compliance with Venue Rules:** Attendees must adhere to any rules or policies of the event venue or platform (for virtual events). For example, if an event is held at an embassy or corporate office, there may be security screenings or ID checks – please cooperate fully. For online webinars, follow the stated guidelines (e.g., mute your microphone when not speaking, refrain from sharing access links with unregistered persons, etc.).
- **Safety:** Follow all safety instructions given by AmCham or venue staff. In case of an emergency (fire alarm, etc.), calmly proceed as directed. Do not engage in any activity that could endanger yourself or others. If an event involves any physical activity or offsite visit, you may be asked to sign a separate waiver as needed.
- **Ethical Networking:** Events are opportunities to network, but attendees should not engage in aggressive selling or solicitation. It's acceptable to exchange business cards and discuss business opportunities; however, using an AmCham event purely as a platform for sales pitches or recruiting in a way that annoys others is against the spirit. Be genuinely interested in mutual exchange rather than treating event-goers as marketing targets.

- **Confidentiality:** Some events or sessions might be explicitly marked as confidential or “Chatham House Rule” (meaning you can use the information received, but neither the identity nor the affiliation of the speakers/participants may be revealed). Respect any such designations. Even when not explicitly stated, do not disclose any sensitive business or personal information that you learn about other participants without their consent.

Violation of this Code of Conduct may result in immediate removal from the event and potential banning from future AmCham events or even termination of AmCham membership (if applicable). AmCham staff (or designated event moderators) are empowered to address any behavior that violates these standards – this may include issuing warnings or expelling offenders from the event venue (with the assistance of security if needed). If you observe or experience any conduct that you believe violates this code, please report it to an AmCham representative on-site or contact us after the event. We will take such reports seriously and investigate as appropriate. All attendees are expected to cooperate in maintaining a positive event atmosphere.

## 6.6 Event Force Majeure

In certain circumstances, events may be disrupted or prevented by factors beyond AmCham’s control. **Force Majeure Events** include, but are not limited to, natural disasters (e.g., floods, earthquakes), extreme weather events, fire, war, terrorism or threats of terrorism, epidemics/pandemics or public health emergencies, government restrictions or regulations (such as lockdowns or travel bans), strikes or labor disputes affecting venues or transport, utility outages, or any other unforeseeable events that make it impossible or impracticable to hold the event as planned. In such cases of **force majeure**, AmCham shall not be considered in breach of its obligations to event participants or liable for any delay, cancellation, or modification of the event due to circumstances outside its reasonable control. For example, if a sudden government decree prohibits gatherings, we may be forced to cancel on short notice; similarly a severe weather warning may compel us to postpone an event for safety reasons.

If a force majeure event occurs, we will endeavor to notify participants as soon as possible and keep you informed of our plans (cancellation, rescheduling, moving to a virtual format, etc.). As noted in Section 6.2, if we cancel the event entirely, registered participants will receive applicable refunds for any fees paid. If we reschedule, your registration will normally transfer to the new date; if you are unavailable on the new date, you can request a refund. However, AmCham will **not be liable for additional compensation** such as travel or accommodation costs, loss of business opportunities, or any other losses arising from the change. Damages or penalties are not due when performance is prevented by force majeure or fortuitous events under Luxembourg law, and you acknowledge that attending events is at your own risk with respect to such occurrences.

We appreciate your understanding in the face of extraordinary events. Both AmCham and participants shall in good faith seek to mitigate the impact of force majeure. For example, if weather threatens, we might shift an event to an online webinar if feasible; participants likewise should heed any guidance (like not attempting travel during a government-declared emergency). Either party (AmCham or an attendee) may be excused from performance during the force majeure period. If the force majeure persists such that the purpose of the event is frustrated, AmCham may in its discretion terminate the event arrangements and provide pro-rata refunds as appropriate. Participants are authorized to cancel attendance if a force majeure situation makes it impossible or highly impractical to attend (in such case, please inform us – we handle these on a case-by-case basis leniently).

This clause 6.6 is in addition to the general Force Majeure clause in Section 15, and in case of overlap, both provisions will be interpreted to give AmCham the maximum protection allowed under law in relation to event obligations, while preserving participants' basic rights to refunds as described.

By registering for an event, you agree to the above event-related terms. For any specific event, additional terms (for example, an event-specific waiver or agreement required by a venue) will be communicated to you and are hereby incorporated by reference. If you do not agree to any event-specific terms, you should not register or attend that event.

## 7. Intellectual Property Rights

The content and materials on the AmCham Website are protected by intellectual property laws and are the property of AmCham or used under appropriate licenses. Unless otherwise indicated, AmCham (and/or its content suppliers or partners) owns the **copyright** in all textual and multimedia content on the Website, as well as the selection, coordination, and arrangement of such content. Additionally, "American Chamber of Commerce in Luxembourg", "AmCham Luxembourg", the AmCham logo, and other trademarks or service marks used on the site are **trademarks** or trade names owned by AmCham. All these works and marks are protected under Luxembourg, EU, and international laws.

**Authorized Use of AmCham Content:** You may access, view, and print the content on this Website for your personal reference or internal business use in accordance with these Terms (see Section 3 on Permitted Use). For example, you may download a PDF of an AmCham publication for internal distribution within your company. However, this does **not** grant you any license to modify the content, to create derivative works, or to republish it elsewhere (either online or in print) for commercial purposes. If you wish to reproduce or distribute any content from our site beyond what is allowed by an exception or limitation under law (such as brief quotations with attribution for criticism or news reporting), you **must obtain our prior written permission**. Requests for permission can be directed to us via the contact information in Section 20, and should detail the content you wish to use and the intended manner of use. AmCham reserves the right to withhold or condition such permission at its discretion.

**Trademarks and Name Usage:** AmCham's name and logo are important assets. Members of AmCham are generally allowed to truthfully reference their membership (e.g., "Member of AmCham Luxembourg") and may with permission use the AmCham logo in that context (for instance, on their website or marketing materials) to signify membership. Any such use should adhere to AmCham's branding guidelines (if provided) and should not suggest any official endorsement or partnership beyond the basic membership relationship. Except for this limited membership reference, you may not use the AmCham name, logos, or other trademarks without explicit permission. This means you should not, for example, use the AmCham logo on your own website in a way that implies AmCham has endorsed your company or products, nor register or use any domain name, social media account, or keyword that includes "AmCham Luxembourg" or confusingly similar terms.

**Third-Party Content:** The Website may contain content owned by third parties – such as articles contributed by member companies, images from stock libraries or partner organizations, or embedded videos from platforms like YouTube. Third-party content may be identified by an acknowledgement or in context (for example, a guest author byline or a partner logo). All rights in third-party content remain with their respective owners. AmCham's display of such content on the Website is under permission or legal exception (like a fair use or quotation right). **You are not granted any rights** to third-party content beyond what the

third-party owner allows. If you wish to use third-party materials from our site, you are responsible for obtaining any necessary permissions from the respective owners. AmCham cannot grant permissions it does not hold. For instance, if a law firm contributes an article to our News section, you would need to ask that firm before reproducing the article elsewhere.

**User-Submitted Content:** In the event our Website allows users or members to submit content (such as comments, forum posts, or profile information), the intellectual property of the original content you post remains yours. However, by submitting any content to the Website, you grant AmCham a **non-exclusive, royalty-free, worldwide license** to use, reproduce, publish, and display that content as needed to operate the Services. For example, if you post a comment on an article, we have the right to display it to other users and to include it in any backups or archives of our site. If you provide testimonials or success stories, we might quote them in our promotional materials with credit to you (with your consent). You represent that any such content you submit is either your own original work or you have obtained all necessary rights and consents to submit it and to grant AmCham the above license. AmCham has the right (though not the obligation) to review and remove any user-submitted content that appears to violate these Terms or any law. Personal data included in user-submitted content will be processed in accordance with our Privacy Policy and applicable data protection law

**No License by Estoppel:** Except as expressly provided in these Terms, **no license or rights** under any AmCham or third-party intellectual property are granted to you. AmCham reserves all rights not expressly granted. Misuse of the Website content may violate copyright, trademark, and other laws. We take infringement of our intellectual property seriously, just as we respect the intellectual property rights of others. If you are unsure whether a particular use of the Website content is permitted, please err on the side of caution and contact us for clarification.

**Feedback:** If you provide AmCham with suggestions, ideas, or feedback regarding the Website or Services (“Feedback”), you acknowledge that AmCham may use and implement such Feedback without any compensation or attribution to you. You hereby grant AmCham a worldwide, perpetual license to use any Feedback you provide, for any purpose. This is not meant to claim ownership of your ideas, but simply to avoid potential disputes or misunderstandings if AmCham’s products or content incorporate similar ideas independently conceived by our team.

## **8. Copyright Infringement and Takedown Policy**

AmCham respects the intellectual property rights of others and expects Users to do the same. If you believe that any content on our Website infringes your copyright (or that of someone you represent), please notify us immediately with a formal request to remove or disable the allegedly infringing material. We have adopted a process consistent with the principles of “notice and takedown” as reflected in EU law (e.g., the E-Commerce Directive and the new Digital Services Act) whereby a hosting provider becomes liable if it fails to act expeditiously upon obtaining actual knowledge of illegal content. To facilitate an efficient response, your notice should include:

1. **Identification of the copyrighted work** you claim has been infringed. If multiple works are involved, you may provide a representative list.

2. **Identification of the material on our Website that you claim is infringing** and that you request to be removed or access disabled. Please provide reasonably sufficient detail (URL, document name, etc.) to help us locate the content.
3. **A statement by you** that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law (for example, not a fair use).
4. **Your contact information**, including your full name, affiliation (if applicable), mailing address, telephone number, and email address, so we can reach you to discuss the claim.
5. **A statement that the information in your notice is accurate**, and if you are not the owner, that you are authorized to act on the copyright owner's behalf.
6. **An electronic or physical signature** of the copyright owner or the person authorized to act on their behalf. This can be as simple as typing your full name at the end of the notice if sent by email, or a scanned signature if you send a physical letter or PDF.

Please send copyright infringement notices to us by email or mail at the contact points listed in Section 20 (Attn: Legal – Copyright Notice). We may forward the notice to our legal counsel and/or the alleged infringing content provider (if the content was user-supplied) for their information.

Upon receipt of a valid and complete notice, AmCham will evaluate and respond expeditiously. If we have **actual knowledge** that content on our servers is unlawful or infringing, we will remove it or disable access to it as soon as reasonably possible. We will also make a good-faith attempt to contact the person who posted the content (if applicable) so they can respond or file a counter-notice if they believe the removal is in error. Our policy, in appropriate circumstances, is to **terminate** repeat infringers' accounts or access to the Website.

**Counter-Notice:** If you are a User who posted material that was removed due to a copyright complaint, and you believe that your content was wrongly removed (for instance, because you have rights to use the material or it was misidentified), you may send us a counter-notification. Provide: (a) identification of the removed content and its location before removal, (b) a statement under penalty of perjury that you believe in good faith that the content was removed by mistake or misidentification, (c) your consent to jurisdiction of the Luxembourg courts (or if outside the EU, that you'll accept service of process from the complainant), and (d) your signature. If we receive a valid counter-notice, we may reinstate the content unless the original complainant informs us within a set period that they have filed a court action to restrain you from infringing (per the process analogous to the DMCA in the US).

**Important:** Making a false claim of copyright infringement, or a false counter-claim, can have legal consequences. Under Luxembourg and EU law, a person who knowingly materially misrepresents material as infringing (or not infringing) may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, copyright owner, or AmCham, as a result of the misrepresentation.

AmCham will maintain and update this policy as needed to remain compliant with applicable laws (such as the forthcoming implementation of the EU Digital Services Act for hosting service providers). We aim to provide a **transparent and effective** mechanism for addressing alleged illegal content: *"Anyone should be able to notify the hosting provider of illegal content. The hosting provider must process that notice diligently and report back on*

*whether the content was removed.*” By adhering to these procedures, we seek to protect rights holders while also protecting users against improper takedowns. If you have any questions regarding our notice-and-takedown process, please contact us.

## 9. Privacy and Data Protection

Protecting your privacy is important to us. AmCham processes personal data in accordance with the **General Data Protection Regulation (GDPR)** and applicable Luxembourg data protection laws, including the Law of 1 August 2018 on the organization of the National Commission for Data Protection (CNPD) and the general data protection framework, which complements the GDPR at national level. In practical terms, this means we collect and use personal information transparently, only for legitimate purposes, and with appropriate security, and we respect your rights as a data subject.

**Privacy Policy:** We have a detailed Privacy Policy available on our Website that explains what personal data we collect through the Website and Services, for what purposes, and how we handle it. This includes data provided by you (e.g., information you submit when creating an account, membership application details, event registrations, newsletter sign-ups) and data collected automatically (like website usage analytics, cookies – see Section 10). The Privacy Policy also describes the rights you have under GDPR, such as the right to access your data, rectify inaccuracies, request deletion (the “right to be forgotten”), restrict or object to certain processing, and the right to data portability, as well as how to exercise those rights. We strongly encourage you to read the full Privacy Policy to understand our practices in detail. By using the Website or providing personal information, you acknowledge that you have read our Privacy Policy and understood that your data will be processed as described.

### Key Points:

- **Legal Bases:** We process personal data under several legal grounds as appropriate: to perform a contract or provide services you requested (e.g., managing your membership or event registrations), to comply with legal obligations (e.g., financial record-keeping, sanctions list screening if required), and for legitimate interests (e.g., improving our services, preventing fraud, or communicating with members about similar services, within the scope allowed). When we rely on consent (for example, for sending certain marketing emails to non-members), we will seek consent clearly, and you can withdraw it at any time.
- **Data Uses:** Personal data will be used for the purpose it was collected. If you provide your email to sign up for a newsletter, we will use it to send the newsletter and relevant updates. If you become a member, we use your information to administer your membership (e.g., send renewal notices, inform you of member meetings or elections, etc.). If you register for an event, as noted in Section 6.3, we use it for event logistics. We may also aggregate or anonymize data to analyze how our website is used (for internal insights, not to personally identify you in such analysis). We do **not** sell your personal data to third parties for their own marketing. We do share data with service providers who assist us (like our IT hosting provider, emailing service, payment processor), under agreements that require them to protect your data. Transfers outside the EU, if any, are done with adequate safeguards (e.g., to a provider in the US under Standard Contractual Clauses, if applicable).
- **Data Security:** AmCham implements appropriate technical and organizational measures to secure personal data against unauthorized access, alteration, disclosure, or destruction. This includes using secure servers, encryption where appropriate, access controls, and ensuring our staff and contractors are trained in

data protection. However, you should understand that no website or Internet transmission is completely secure. We thus cannot guarantee absolute security of information, but we strive to use industry best practices. If we become aware of a data breach affecting your personal data, we will notify you and regulators as required by law.

- **Data Retention:** We keep personal data only as long as necessary for the purposes it was collected, or as required by law. For instance, if you apply for membership and are not accepted, we may delete or anonymize your application data after a period. If you unsubscribe from a mailing list, we will remove you from that list promptly. Certain information (e.g., invoices, membership payment records) may be retained for the duration mandated by Luxembourg accounting or tax law (which can be up to 10 years or more). We periodically review the data we hold and erase or anonymize personal data that is no longer needed.

**GDPR Rights and Contact:** Under GDPR and Luxembourg's implementing laws, you have the right to request access to the personal data we hold about you, and to receive information on how we process it (this is often called a Subject Access Request). You also have the right to request correction of inaccurate data, deletion of data (if, for example, it's no longer needed or was processed unlawfully), and to object to or restrict our processing of your data in certain cases. If you wish to exercise any of these rights, you can do so by contacting us (see Section 20 for contact information). We may need to verify your identity before fulfilling certain requests. We will respond within one month unless the request is complex (in which case we will inform you of the need for more time). These rights may be subject to some exceptions – for instance, we might not delete information that we are required to keep by law, or we might decline a request to access others' personal data. If you are not satisfied with our response, you also have the right to lodge a complaint with the **National Commission for Data Protection (CNPD)** in Luxembourg or your local EU supervisory authority. The CNPD is reachable at [cnpd.public.lu](https://cnpd.public.lu) (address: 1, Avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette, Luxembourg).

**Privacy Shield / International Data Transfers:** *[Note: As of 2025, the context includes the new EU-US Data Privacy Framework in lieu of the invalidated Privacy Shield; however, since this is a Luxembourg-focused site, we likely won't need to mention it unless using US services.]* AmCham primarily processes data in Luxembourg or the EU, but if we ever transfer personal data outside the European Economic Area, we will ensure adequate protection, as mentioned (e.g., via contractual clauses or by transferring to countries deemed adequate by the EU).

In summary, we are committed to handling your personal information lawfully and transparently. For full details, please refer to our Privacy Policy on the Website. By using our services, you acknowledge that you have been informed about our data practices. If you have any privacy-related questions or requests, please reach out to us (see Section 20 for contact; a Data Protection Officer is not currently mandated for AmCham, but we have designated personnel to handle privacy matters).

## 10. Cookies and Tracking Technologies

**What Are Cookies:** Cookies are small text files that websites place on your device to store information about your preferences or usage. Like most websites, AmCham uses cookies and similar tracking technologies (such as web beacons or local storage) to ensure our Website functions correctly and to enhance your user experience. By using our Website, you

consent to our use of cookies in accordance with this section and our Privacy Policy, unless you have disabled cookies via your browser or our cookie consent tool.

**Types of Cookies We Use:** We generally categorize cookies as follows:

- **Strictly Necessary Cookies:** These are essential for the operation of the Website and enable core functionality (such as security, network management, and accessibility). Without these cookies, services you have asked for (like logging into secure areas or remembering your cookie preferences) cannot be provided. For example, when you log in as a member, a session cookie keeps you logged in. These cookies do not require consent as they are necessary for the site to work.
- **Preferences Cookies:** These cookies allow our site to remember your choices and preferences (e.g., language selection, or whether you've seen a certain pop-up so we don't show it again). They enhance personalization.
- **Analytics/Performance Cookies:** We use these to collect information about how visitors use our Website, such as which pages are most visited and if users get error messages on pages. This helps us improve how the Website works. We might use third-party analytics tools (for example, Google Analytics) which set their own cookies to track user interactions in an anonymized way. Any analytics we perform is to gather aggregate trends; we do not seek to identify individual users through analytics cookies.
- **Functional and Third-Party Service Cookies:** Some functionality on our site might be provided by third-party plugins or services that set cookies. For instance, if we embed a YouTube video, YouTube may set cookies to collect video stats or remember your viewing progress. Social media "share" buttons might also set cookies if you interact with them. We aim to use a cookie consent tool that blocks non-essential third-party cookies until you accept.
- **Advertising Cookies:** AmCham does not currently host third-party advertising on our site, so we do not use ad targeting cookies ourselves. However, if in the future we post any sponsorship banners or use re-marketing, we will update this policy and seek consent as required.

**Cookie Consent and Control:** When you first visit our site (and periodically thereafter), you will see a cookie consent banner or pop-up that allows you to choose which categories of cookies to accept, except the strictly necessary ones (which are always active). By default, non-essential cookies are not set unless you opt in. You can manage your preferences at any time by accessing our "Cookie Settings" (often available as a widget or link on the site). Additionally, most web browsers allow you to control cookies through browser settings. You can set your browser to refuse all or some cookies, or to prompt you before accepting. Be aware that disabling all cookies (especially necessary ones) may affect site functionality – for example, you might not be able to log in or use some services if cookies are off.

For more detailed information on the specific cookies we use and their lifespan, please refer to our Cookie Policy or the cookie consent tool on the site. We also provide a "Privacy Overview" explaining the use of cookies and how to disable them. We aim to comply with the EU ePrivacy Directive (Directive 2002/58/EC as amended) and its Luxembourg implementation (the Law of May 30, 2005 on data protection in electronic communications) which govern the use of cookies and similar tech. This means we obtain your **consent** for non-essential cookies and provide you with clear information about them.

**Third-Party Analytics:** If we use Google Analytics or similar, those services may set cookies and process your IP and other data. Google Analytics data is typically stored for a set period (e.g., 14 months) and is used to compile reports on site usage. You can opt out of Google Analytics by using a browser add-on if you wish. We treat analytics data as confidential and use it only to better understand usage patterns and improve content.

**Social Media and External Links:** Our site may include social media features or links (like LinkedIn or Facebook sharing buttons). If you click those, those external platforms may set their own cookies or identify you if you're logged into their service. Those activities are governed by the privacy/cookie policies of the respective third parties, not AmCham. We encourage you to review those policies when engaging with social features.

By continuing to use our Website with cookies enabled in your browser, you are agreeing to our use of cookies under these Terms. If you have questions about our use of cookies or how to manage them, please see our Privacy Policy or contact us.

## 11. Third-Party Links and Integrations

The AmCham Website contains links to third-party websites, resources, or services that are not owned or controlled by AmCham. These may include, for example, links to member company websites, partner organizations, event sponsors, or useful informational resources, as well as embedded content or features such as maps (e.g., Google Maps for event locations) or social media feeds. We provide these links and integrations for your convenience and informational purposes only.

**No Endorsement or Responsibility:** The inclusion of any third-party link or content on our Website does not imply **endorsement, approval, or recommendation** by AmCham of the site or its contents, unless we explicitly state otherwise. AmCham does not have control over and does not assume responsibility for the content, privacy policies, security, or practices of any third-party websites. For instance, if our site links to a news article on an external site, we are not responsible for the accuracy or legality of that external content. Likewise, if you choose to engage with a third-party service (like registering for a partner's event through a link on our site), you do so at your own risk and will be subject to that third party's terms and policies.

We advise that when you follow a link to an external site, you should read their terms of use and privacy policy, as their standards may differ from ours. AmCham will not be liable for any loss or damage that may arise from your use of third-party websites or resources. If you believe we are linking to a site with inappropriate or malicious content, please inform us so that we can review the link.

**Third-Party Integrations and APIs:** Some features of our Services might rely on third-party APIs or plugins (for example, a registration widget served by a ticketing platform, or a video embedded from YouTube). While we select reputable providers, we cannot guarantee the continuous availability or correct functioning of third-party services. Those providers may also collect certain technical data when their services load on our site (for instance, YouTube might collect usage data per its own cookie policy). We strive to disclose such integrations and obtain any necessary consents (see Section 10 on Cookies). However, by using those integrated features, you acknowledge that third-party terms may apply. AmCham is not responsible for any acts or omissions of third-party providers.

**External Contributions:** On occasion, our Website might host content or articles written by third parties (like guest blogs or committee reports authored by member representatives). We typically mark those with the author's name and affiliation. The views expressed in such

content are those of the authors and do not necessarily reflect AmCham's official positions. AmCham does not guarantee the accuracy or completeness of information in guest contributions, though we do some level of review for appropriateness. Readers should treat such content as informational and not as advice from AmCham. Similarly, any references to third-party products, services, or entities on the Website (for example, in an article or event description) are provided for context and should not be taken as an endorsement or verification by AmCham.

**Links to Our Site:** We welcome other sites linking to AmCham's public webpages, provided such links are presented in a fair and legal manner and do not falsely imply any sponsorship or affiliation. You may not frame our site or incorporate portions of it into another site without our written permission. We reserve the right to demand removal of any link to our Website if we determine (in our sole discretion) that it is placed on a site or in a context that harms our reputation or is inappropriate.

In summary, use of third-party links and resources is at your own discretion. AmCham's relationship to such content is that of an intermediary or facilitator; we provide access but do not accept responsibility for external material beyond our control. If you interact with third-party services through our Website, any resulting relationship is solely between you and that third party. We disclaim liability for any issues arising from third-party content or interactions.

## **12. Political Neutrality and Non-Endorsement**

AmCham Luxembourg is a non-profit, non-governmental business association that operates on a strictly apolitical and non-partisan basis. While we engage in advocacy on behalf of our members for a pro-business environment and often interact with government officials or political figures in that context, AmCham itself does **not endorse** any political party, candidate, or partisan political platform. We maintain **political neutrality** in our operations and events. This means that:

- **Neutral Forum:** AmCham may invite representatives of various political parties or government entities to speak at our events or share perspectives (especially on economic and business issues). For example, during election periods we might host forums where multiple candidates present their views. Our goal in such cases is to inform our members and facilitate dialogue, **not to endorse** any particular individual's candidacy. If one politician is given an opportunity to present (say, an interview or speech), we do it in the interest of hearing their viewpoint, not as a sign of AmCham's support. We strive to provide balanced representation over time and remain open to all sides of policy debates that affect our members. Content or remarks by guest speakers are their own; AmCham does not take responsibility for those views nor signal agreement.
- **No Electioneering:** AmCham's resources (including its events, publications, mailing lists, and funds) shall not be used to promote the campaign of any candidate for public office. We do encourage civic participation – for instance, urging our members and their employees to vote and be informed – but we do not tell people how to vote. Any voter education or policy discussion we facilitate will be issue-focused or comparative, not in support of one party. We do not donate to political campaigns or allow our name to be used in campaign materials.
- **Non-Endorsement Disclaimer:** Any mention of a political office-holder or candidate on our site (e.g., a news item saying "Minister X announced Y" or a guest article by a politician) is for informational purposes and does not constitute an endorsement by AmCham. Similarly, if our leadership or staff make personal political statements

outside of AmCham platforms, those are their personal views, not AmCham's. AmCham's communications channels (website, newsletter, etc.) might carry pieces that discuss government policies or regulatory proposals – these should be seen as analysis or opinion, not partisan positions. Where we do express a stance (for example, in a lobbying position paper on a law affecting business), it will be framed in terms of economic impact or principles, not party ideology.

- **Use of AmCham by Others:** Members or speakers are not allowed to state or imply that AmCham has endorsed them or their political aspirations. For instance, a member who happens to run for office should not use AmCham's logo or events in campaign propaganda to suggest our backing. We value our relationship with government stakeholders of all stripes and must maintain neutrality to keep credibility. Any misuse of AmCham's name in a political context will be addressed swiftly.
- **Content Moderation:** To the extent our Website or social media has interactive components (comments, forums), users should refrain from posting overtly partisan content or campaign messages. Those are not appropriate on a chamber of commerce forum and may be removed. Discussions should stay germane to business and economics rather than electioneering.

**Non-Endorsement of Products/Services:** While this section focuses on political neutrality, note that a similar non-endorsement principle applies generally: mention of any company, product, or service on the Website (especially in our **Member Benefits Club** or partner promotions) is usually informational or part of an offer available to members, not an official AmCham endorsement of quality. Members must use their own judgment. AmCham does not guarantee third-party offerings.

By engaging with AmCham, you understand our commitment to neutrality. This protects both AmCham and its members – we create a space where all feel welcome regardless of political affiliation, united by interest in business success. Nothing in AmCham's content or activities should be construed as supporting a specific political agenda beyond the general promotion of an attractive business climate and strong US-Luxembourg relations, which are broad, bipartisan goals. Should you have any concern about maintaining neutrality (for example, if you feel an event favored one side unduly), you can bring it to our attention and we will consider measures to preserve fairness.

### 13. Disclaimers of Warranties

**Website Provided "As Is":** The AmCham Website and all content, materials, information, and services provided on or through the Website are provided on an "**as is**" and "**as available**" basis, **without any warranties of any kind**. To the fullest extent permitted by applicable law, AmCham disclaims all warranties, whether express, implied, or statutory, regarding the Website and the Services. This includes, but is not limited to, any **implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, quiet enjoyment, or any warranties arising from course of dealing or usage of trade**. We do not guarantee that the Website will meet your requirements or expectations, or that it will achieve any particular results.

In particular, AmCham makes no warranty or representation that:

- **Availability:** The Website will be available at any given time, or free from interruptions, downtimes, delays, or errors. While we aim for high availability, technical issues or maintenance may occasionally make the site inaccessible.

AmCham Member Benefit Club, for instance, is only subject to an obligation of means to provide high availability, not an absolute guarantee. You acknowledge that communication systems and servers can experience failures or outages beyond AmCham's control.

- **Accuracy of Information:** Any information (e.g., news articles, event details, tax or legal insights in our publications) on the Website is provided for general information purposes. While we strive for accuracy and update content regularly, we do not warrant that all information is completely current, error-free, or reliable. There may be inadvertent technical, typographical, or factual inaccuracies. For example, legislative or regulatory information in our guides might become outdated. Use of any information obtained from the Website is at your own risk; you should verify critical details independently or consult professional advice rather than relying solely on our content.
- **Third-Party Content:** We offer no warranty for content supplied by third parties (such as member-contributed articles, external links, or embedded media). We do not have total control over such content and provide no assurances of its quality or suitability.
- **Security:** Although we take security seriously, we do not warrant that the Website will be completely secure or free of viruses, malware, or other harmful components. It is your responsibility to use up-to-date antivirus and security software on your devices. Any material downloaded or otherwise obtained through the use of our Website is done at your own discretion and risk.

**No Professional Advice:** No content on the Website (including our publications or Q&A sections) is intended to constitute professional advice (legal, tax, investment, etc.). If the Website provides insights on doing business in Luxembourg, immigration procedures, or similar, these are for informational purposes only. You should seek appropriate expert advice tailored to your situation before making decisions. AmCham disclaims liability for actions taken on the basis of general information on the site.

**Transactions and Services:** If you engage in any transactions through our Website (such as paying membership dues, event fees, or purchasing materials), we disclaim any warranties beyond those explicitly stated in a separate agreement. We do not guarantee the continuous availability of any particular membership benefit or event since those can change. Any merchandise or third-party service obtained via our site (for instance, via the Member Benefits Club linking you to a merchant) is the responsibility of the respective vendor, and we make no warranty on their behalf.

Some jurisdictions do not allow certain disclaimers of warranties or conditions, so some of the above may not apply to you. However, where legal, we extend every possible disclaimer. **To summarize**, you use the Website at your own risk. AmCham provides no warranty that it is fit for your needs, and all warranties not expressly given in these Terms are disclaimed. The entire risk arising out of use or performance of the Website remains with you as the user. If you are dissatisfied with the Website or any content, your sole remedy is to stop using it.

By having this broad disclaimer, AmCham limits its obligations and encourages users to use their own judgment. This disclaimer is a fundamental part of our agreement. We would not be able to offer the Website and its content without such limitations.

#### **14. Limitation of Liability**

**No Indirect Damages:** To the maximum extent permitted by law, in no event shall AmCham or its affiliated entities, officers, directors, employees, or agents be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with your access to or use of (or inability to use) the Website or any content or services therein. This includes, without limitation, any damages for lost profits, lost opportunities or business, loss of goodwill, loss of data, business interruption, or other intangible losses, even if we have been advised of the possibility of such damages. AmCham is an association with limited resources, and we cannot accept liability for types of losses that are inherently difficult to foresee or quantify.

**Cap on Direct Damages:** To the extent we are found liable (and only for direct damages), our aggregate liability to you in any calendar year will be limited to the greater of: (a) the total amount of fees you have paid to AmCham for Services in that year (for example, membership dues or event fees), or (b) **EUR 100**. This means that if you have not paid any fees (as a casual user), our maximum liability to you is capped at EUR 100. If you are a member who paid an annual fee, our liability for that year would not exceed what you paid (which is typically in the few hundred euros range for most categories). This cap applies collectively to all claims you may have against AmCham, whether in contract, tort (including negligence), breach of statutory duty, or any other legal theory. We acknowledge that some jurisdictions do not allow limitations of liability for certain types of harm; in such cases, the foregoing cap may not apply to you to the extent disallowed by law. But in all circumstances, we intend to limit our liability to the fullest extent the law allows.

**No Liability in Specific Situations:** Without limiting the generality of the above, AmCham and related parties will not be liable for any loss or damage resulting from:

- **Use of Information:** Any decisions or actions you take based on information obtained through the Website. This includes any financial or business decisions; for example, if you rely on a tax summary in one of our publications and it turns out to be outdated or inaccurate, we are not liable for resulting tax consequences.
- **Service Interruptions or Errors:** Your inability to use the Website, whether due to maintenance downtime, technical failures, network issues, or software bugs. Even if AmCham is aware that an interruption has occurred or a bug exists, our liability is limited to making reasonable efforts to restore service – we won't owe monetary damages for the time the site was down or malfunctioning. As noted, communication systems can fail and **the member waives any recourse against AmCham for technical failures** in use of services.
- **Loss of Data or Security Breach:** While we strive to protect data, we are not liable for unauthorized access to or alteration of your transmissions or data, or any material or data sent or received or not sent or received. If your personal data is accessed or stolen from our site by malicious actors despite our safeguards, we will comply with data breach laws (like notifying you and the CNPD), but we likely won't owe damages unless required by specific privacy laws and due to our proven negligence.
- **Third-Party Acts:** Any conduct or content of any third party on the Website. If, for example, a user posts defamatory content on a forum (assuming we had such feature), AmCham is not liable for that user's statement; however, we would remove it once we have knowledge as required by law. Similarly, if malware from a third-party link infected your system, that is outside our sphere.
- **Events and Activities:** Participation in AmCham events is at your own risk. AmCham will not be liable for injuries, illness (including COVID-19 or other communicable

diseases), or property damage that may occur at our in-person events, barring gross negligence on our part. We include appropriate disclaimers or waivers in event registrations when needed. If an event is cancelled or changed, as stated, our liability is limited to refunding fees – we're not liable for travel costs, etc. Also, any dissatisfaction with an event's content or outcomes does not entitle you to damages (e.g., if a networking event did not yield you new business, that's not on us).

- **Member Benefits Club and Deals:** If you utilize a discount or offer through our Member Benefits Club, any issues (like a merchant failing to honor a discount, or a product being defective) are primarily between you and the merchant. We facilitate the connection but are not guaranteeing the performance of third-party merchants. Per the Member Benefit Club terms, merchants assume full responsibility for their offers and products. AmCham disclaims liability for any merchant's failure to deliver or any loss arising from their goods/services.

**No Liability for Force Majeure:** As outlined in Section 6.6 and Section 16 (Force Majeure), AmCham will not be liable for any failure or delay in performing its obligations (including providing access to the Website or holding an event) if such failure/delay is due to causes beyond its reasonable control (force majeure events). In such scenarios, **damages are not due** when performance is prevented by force majeure. We thus exclude liability for any consequences of events like natural disasters, cyber-attacks, government orders, and so forth that may impact our services.

**Your Responsibility:** You assume full responsibility for any damage to your computer system or loss of data that results from using the Website, including from downloading any materials or content. You also are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for data backup and security.

**Carve-Outs: Nothing in these Terms shall exclude or limit AmCham's liability for any liability that cannot be excluded or limited by law.** This includes liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation. Additionally, certain consumer protection laws may provide you with non-waivable rights; we do not seek to limit liability in violation of those laws if they apply. However, to the extent any mandatory law permits limitation of liability, we intend our limitations to apply. For example, if Luxembourg law or EU law allows an association to limit liability for slight negligence, we hereby do so.

**Release:** To the extent allowed by law, you release AmCham and its officers, directors, employees, and agents from any and all claims or damages arising from or related to any dispute you may have with any other user of the Website or third-party whose site is linked from the Website. Since we do not typically get involved in user-to-user disputes or transactions between you and third parties, this release acknowledges we are not responsible for those matters.

By using the Website, you agree that the foregoing limitations of liability are reasonable and appropriate given the nature of our services (largely informational and voluntary) and the fact that our membership fees or event fees are not calibrated to assume significant risk. If you did not agree, you would not use the Website. Some of our members may themselves be required to limit liability in their terms; similarly, AmCham must limit its exposure in order to function sustainably.

In summary, except for the small set of circumstances where law holds us strictly liable, AmCham's liability to you is very limited. We are not financially responsible for your indirect

losses, and any direct losses are capped at modest amounts. This provision survives termination of your use of the Services.

## 15. Indemnification

You agree to indemnify, defend, and hold harmless AmCham, its parent organization (if any), affiliates, subsidiaries, and their respective officers, directors, employees, members, representatives, and agents (each an “Indemnified Party”) from and against any and all claims, liabilities, damages, losses, judgments, awards, costs, and expenses (including reasonable attorneys’ fees) that arise out of or relate to: (a) **your use of the Website or Services** in violation of these Terms or applicable law; (b) **any content or data you submit or transmit** through the Website (e.g., postings, uploaded files, or personal data), including claims that such content infringes or misappropriates any third-party intellectual property or privacy rights; (c) **your violation of any rights of another person or entity** (for example, your misuse of someone’s personal information, or defamation of a third party via a comment); or (d) **any breach by you of these Terms**, including any warranties or covenants made by you herein.

This means that if a third party brings a lawsuit or demand against AmCham because of something you did (or failed to do) in connection with the Website, you will step in to protect AmCham and pay for any resulting costs. For instance, if you post content on our site that slanders someone or upload a file that has a virus causing damage, and AmCham is sued, you would cover our costs and liabilities. Similarly, if you copy and share content from our site in violation of someone else’s copyright and we get a claim, you indemnify us.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that case, you agree to cooperate with our defense of such claim. You shall not settle any such claim in a manner that imposes any non-monetary obligation or admission of liability on any Indemnified Party without our prior written consent. We will notify you promptly of any such claim, but any failure to notify immediately will not relieve you of your obligations except to the extent it prejudices your ability to defend or mitigate.

Your indemnification obligations will survive termination or expiration of these Terms and your use of the Website. Even after you stop using the site, if a claim relating to your past actions is later asserted, this indemnity still applies.

This indemnification provision is beneficial to us to protect against risks emanating from user behavior, which we cannot entirely control. It aligns with the concept that **the Member agrees to indemnify and hold harmless AmCham and its affiliates from all claims, losses, damages, costs, including attorneys’ fees, arising out of his actions, errors, or omissions**. By agreeing, you (or your organization if acting on its behalf) are taking responsibility for your misuse or violation of terms.

If you are using the Website on behalf of a company or other legal entity, then that entity agrees to the above indemnity in addition to you personally.

We appreciate your cooperation in this regard – fortunately, claims are rare in our context, but this clause ensures that each user contributes to keeping it that way by acting responsibly and bearing the cost if they don’t.

## 16. Force Majeure

Aside from the event-specific force majeure described in Section 6.6, here we set out a general force majeure clause applicable to all of AmCham’s obligations under these Terms.

**Force Majeure** refers to any event or circumstance beyond the reasonable control of AmCham (or you, as the case may be, when considering your obligations) that prevents or delays performance of any obligation under these Terms. Such events include, but are not limited to: natural disasters (acts of God such as floods, earthquakes, hurricanes, volcanic eruptions), fire or explosion, epidemic or pandemic (including government measures like quarantines and lockdowns), war, terrorism, civil unrest or riots, strikes or labor disputes (excluding strikes by one's own staff), utility or telecommunication outages, failures of third-party service providers (like internet backbone failure or cloud provider downtime), or any new laws or regulations (or government orders) that make performance illegal or impracticable. An event can qualify as force majeure whether it was unforeseen or even if foreseeable but its consequences are unpreventable by reasonable measures.

**Consequences of Force Majeure:** If a party (AmCham or you) is unable to perform any obligation under these Terms due to a force majeure event, that party will be excused from performance for the duration of the force majeure. Neither party will be considered in breach or liable for damages **so long as** the failure to perform is caused by the force majeure. The affected party should make reasonable efforts to mitigate the effects and to resume full performance as soon as possible. For example, if our website is down because of a widespread power grid failure, we will work to restore service once power returns. If you are due to make a payment or deliver information and a force majeure (say, a medical emergency or a natural disaster in your area) delays you, you would not be penalized provided you complete it when feasible.

The party facing force majeure should, when feasible, notify the other party of the situation, including the expected duration if known and any steps being taken to address it. However, failure to notify will not invalidate the force majeure claim except to the extent it causes prejudice.

If the force majeure event persists such that it effectively frustrates the purpose of the Terms or makes performance impossible for an extended period (for instance, several months of continuous interruption), either party may have the right to terminate the affected Services upon written notice to the other. In such a case, if termination occurs, any prepaid fees for services not rendered would be refunded (except perhaps a pro-rata portion to cover costs already incurred).

It is understood that the duty to pay money (like membership dues or event fees) is usually not excused by force majeure unless the payment infrastructure itself is impacted or the benefit of the payment cannot be received (e.g., if events are cancelled due to force majeure, see refund provisions). Force majeure primarily covers non-monetary obligations.

Additionally, if a force majeure causes us to shut down the Website permanently or for a very long term, we may terminate the Terms under Section 17 (Termination) without liability beyond what is stated.

This clause is governed by the principle of Article 1148 of the Luxembourg Civil Code that **“There is no right to damages when a debtor is prevented from fulfilling an obligation by an unforeseeable and irresistible event (force majeure).”** Both you and AmCham agree to this allocation of risk.

For clarity, events such as routine hardware failures, predictable weather conditions, or financial hardship on a party's part are generally **not** force majeure. The event must be beyond control and not due to negligence. For instance, if our server crashes due to lack of maintenance, that's on us (not force majeure). But if a lightning strike or cyber-attack knocks out our hosting provider, that could be force majeure.

By including this clause, both parties acknowledge that sometimes obligations might be impossible to carry out due to external events, and neither party will hold the other liable in those extreme scenarios. Each party will resume obligations after the event as reasonably possible or terminate, if necessary, as described.

## 17. Termination and Survival

**Termination by AmCham:** AmCham reserves the right to terminate or suspend your access to the Website (including your user account, if you have one) and/or your membership or event registration, at any time **without prior notice** under certain circumstances. We may do so immediately if you have materially breached these Terms (for example, serious prohibited conduct or infringement) or if required by law (e.g., a court order or sanction) or if continued access would pose risks (security, legal, or otherwise). In cases of lesser breaches or issues, we will attempt to notify you and give you an opportunity to resolve the issue before termination if feasible. Additionally, AmCham may discontinue the Website or any portion of the Services (such as shutting down an online forum or the entire site) at its discretion with reasonable notice when possible. We also may terminate the Terms as applied to an individual user if we decide to block that user for any reason consistent with these Terms or our policies.

For members: Membership typically runs for a defined period (e.g., annual) and can lapse if not renewed. AmCham may terminate a membership per Section 5.5 for non-payment or misconduct. In addition, AmCham might terminate membership if the association ceases to operate or merges into another entity (very unlikely, but legally possible). If we terminate your membership without cause (not due to your breach), we will refund any remaining full months of prepaid dues. Termination for cause (breach) usually yields no refund.

**Termination by You:** You are free to stop using the Website at any time. If you have an account, you may delete or deactivate it (contact us if needed to do so manually). If you are a member and wish to resign membership, see Section 5.5 – we require written notice and then will process termination at the period's end or as agreed. If you object to any update to these Terms or become dissatisfied with the Service, your sole remedy (aside from raising the issue with us) is to discontinue use of the Website and, if applicable, terminate membership or event participation.

**Effect of Termination:** Upon any termination of your user account or these Terms: (a) your right to access or use the protected areas of the Website and any Services will immediately cease; (b) you should destroy any confidential or proprietary information of AmCham that you have (except to the extent you are required to keep copies by law or if it's stored in routine backups – in which case, you must maintain confidentiality as per Section 7 until deletion); (c) all licenses and rights granted to you in these Terms will immediately terminate. If your membership is terminated, you must cease holding yourself out as an AmCham member and stop using member benefits (including removing any AmCham logo usage you might have been permitted).

AmCham will have no liability to you or any third party for account termination or content removal, provided it was done in accordance with these Terms. If we suspended or terminated you for breach, that does not preclude us from pursuing any other remedies available to us (legal action, etc.).

**Survival:** The termination of these Terms (whether by you or us) will not affect provisions which by their nature are intended to survive. The following sections shall survive any termination or expiration of this agreement: Intellectual Property (Section 7), Warranty Disclaimers (Section 13), Limitation of Liability (Section 14), Indemnification (Section 15),

Governing Law and Jurisdiction (Section 18), Dispute Resolution and Mediation (Section 19), and any other provision that by its sense and context is meant to survive (such as definitions, and this survival clause itself). For example, even if you stop using the site, you are still bound not to misuse any content you obtained (IP rights continue), and we still disclaim warranties and liability for when you did use the site. Also, any outstanding obligations to pay fees (if any) or any specific agreements for an event taking place after termination date would remain enforceable.

**Severance of Contractual Relationship:** Termination or expiration of these Terms shall not prejudice any rights or obligations accrued up to the date of termination. If you owed any amounts or had caused any damages to us, those are still actionable. If we owed you some service or refund, we would still aim to fulfill that if appropriate.

In summary, either party can end the relationship: you can quit using our platform whenever (though membership exit has its rules), and we can cut off access if needed especially for violations. After termination, both sides should still respect obligations that logically extend beyond the usage period (like confidentiality, liability limits, etc.).

## **18. Amendments and Updates to Terms**

AmCham may revise or update these Terms and Conditions from time to time to reflect changes in our services, feedback from users, or legal requirements. **If we make material changes**, we will post the updated Terms on the Website and update the “Last Updated” date at the top. In some cases, we may also notify you through additional means – for example, by sending an email to members or by placing a prominent notice on the homepage. We encourage you to periodically review these Terms to stay informed of any updates. Continued use of the Website after updated Terms have been posted constitutes your acceptance of the revised Terms, from the effective date specified.

For significant changes that affect your rights or obligations, we will try to give advance notice before the new Terms take effect. However, changes addressing new functions of the Service or made for legal reasons might become effective immediately. If you do not agree to any modified term, you should discontinue use of the Website and, if applicable, terminate your membership or other relationship as described in Section 17 before the new Terms apply to you.

When we update our Privacy Policy or Cookie Policy, we will similarly post notices or request renewed consent as required. Those changes are governed by their own terms (as explained in those documents), but note that legal changes like GDPR interpretations might force immediate adjustments.

No amendment or waiver of any provision of these Terms by you (the user) will be binding on AmCham unless explicitly agreed to in writing by an authorized representative of AmCham. For example, you cannot claim that a conversation or email with a staff member modified these Terms unless formally confirmed. The Terms are not meant to be changed on an individual user basis except maybe for separate written agreements with sponsors or so, which would be exceptions.

**Update Mechanism Example:** If a new Luxembourg law imposes certain consumer terms, we might amend these Terms accordingly and put a banner: “Terms have changed due to [reason]. Please review.” If you keep using the site or do not object within a reasonable time, the new Terms bind you. We won’t use amendments to retroactively reduce any rights you already earned or to impose new charges without notice.

We also reserve the right to modify or discontinue any part of the Website or Services at any time (with appropriate notice where feasible). For instance, if we launch a new feature, we may update the Terms with terms specific to that feature. If we discontinue something, we may remove its related terms.

Remember that the contract between you and AmCham includes these Terms as updated, so checking them occasionally is wise. We will maintain an archive or changelog of significant past versions upon request for transparency.

In summary: AmCham can update these Terms, will inform you of changes in a reasonable manner, and your continued use indicates consent. If you opt out by quitting the site, that's your remedy if you dislike the changes.

## **19. Governing Law and Jurisdiction**

These Terms and any disputes or claims arising out of or relating to them or the use of the Website (including non-contractual disputes or claims) shall be **governed by the laws of the Grand Duchy of Luxembourg**, without giving effect to any conflict of laws principles that would result in the application of the law of another jurisdiction. We choose Luxembourg law given AmCham's registration and operations are primarily in Luxembourg, and it ensures a consistent legal framework (also aligned with EU regulations where applicable). If you are accessing the Website from outside Luxembourg, be advised that you are still responsible for compliance with local laws, but these Terms will be interpreted under Luxembourgish law.

Subject to the Dispute Resolution and Mediation clause (Section 20) below, any dispute arising under these Terms that cannot be resolved amicably shall be submitted to the **exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, located in the judicial district of Luxembourg City**. You and AmCham both consent to the jurisdiction of such courts. This means that if a lawsuit arises, it will be heard in a Luxembourg court (likely the District Court in Luxembourg City for civil/commercial matters). If you are a consumer residing in another EU country, you might have rights to bring claims in your home country under certain consumer protection rules; we do not seek to deprive you of any mandatory protections (for instance, under EU consumer law, consumers can often sue in their home forum). However, generally, by agreeing to these Terms, you accept Luxembourg as the venue.

**No Other Jurisdiction:** We explicitly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) – it does not apply here. Also, to the extent any arbitration or special dispute rules of other jurisdictions could be invoked, we specify that Luxembourg's procedures apply unless we separately agree otherwise.

**Forum Non Conveniens Waiver:** You agree not to argue that the chosen courts are an inconvenient forum, and not to seek to move proceedings elsewhere (assuming the jurisdiction clause is enforceable). This adds predictability.

**Language:** Proceedings shall be in English or French depending on the court's practice (Luxembourg courts often accept English contracts but official proceedings may be in French; we might provide translations if needed). These Terms are written in English, and while we may provide translations for convenience, the English version will govern in case of any discrepancy.

**Severability of Jurisdiction Clause:** If any part of this jurisdiction agreement is found illegal or unenforceable (for example, local law in a consumer's country voids it), that part shall be

deemed modified to closest lawful intent or severed, but shall not affect the remaining parts of these Terms.

In essence, by using this site or being an AmCham member through it, you are agreeing that Luxembourg law governs and Luxembourg courts (in Lux City) are where disputes will be handled. We believe this is fair given the nature of our organization and location.

## **20. Dispute Resolution and Mediation**

AmCham is committed to resolving disputes in a timely and fair manner. To that end, and in accordance with EU and Luxembourg initiatives encouraging alternative dispute resolution, the parties to these Terms (you and AmCham) agree to the following mandatory pre-litigation dispute resolution process:

**20.1 Amicable Negotiations:** In the event of any dispute, claim, or disagreement arising out of or relating to these Terms or your use of the Website or Services, the aggrieved party shall first notify the other party in writing of the nature of the dispute and any proposed solution. You can send such notice to AmCham's contact in Section 21 (e.g., via email to [info@amcham.lu](mailto:info@amcham.lu) with subject "Dispute Notice"), and we will send any such notice to you via the email or physical address we have on file. Both parties shall then attempt in good faith to resolve the dispute through informal negotiation within **30 days** from the date of the notice. During this time, each party will give due consideration to the other's perspective and may seek to escalate discussions to higher management if applicable. The idea is to see if we can reach a mutually satisfactory resolution without external intervention.

**20.2 Mediation:** If the dispute is not resolved through negotiation within 30 days (or any extended period we mutually agree upon in writing), **the parties agree to attempt resolution through mediation before initiating any court proceedings.** Either party may refer the matter to a **qualified independent mediator** in Luxembourg. The mediation will be conducted in Luxembourg (or virtually, if agreed) and in English (unless both parties prefer another language). We can mutually agree on a mediator (for example, a mediator accredited by the Centre de Médiation Civile et Commerciale or one appointed by the Luxembourg Bar or Chamber of Commerce). If we cannot agree on a mediator, either party may request a mediation center in Luxembourg to appoint one. The mediation shall follow a structured process but be informal: the mediator will facilitate discussions and attempt to help the parties reach a voluntary settlement. Each party will share the mediation costs equally (though each bears its own attorney fees). Participation in mediation is not a waiver of any rights, and proceedings are confidential and without prejudice.

We note that **mediation is strongly encouraged by EU Directive 2008/52/EC and Luxembourg's Code of Consumption for consumer disputes.** In consumer matters, there are official mediators available. For instance, if you as a consumer have a dispute with us, you **may also contact the Luxembourg Mediator of Consumption (Médiateur de la consommation)**, which is a qualified ADR entity for residual consumer disputes. The mediator's website is [mediateurconsommation.lu](http://mediateurconsommation.lu), and it can handle disputes between consumers and traders in Luxembourg across various domains. We are willing to engage with that process if applicable. Moreover, since July 2025 the European Commission's ODR platform is or has been discontinued, but previously one could submit disputes there to funnel to ADR; going forward, national ADR remains key. If you're a consumer in the EU, you can also seek assistance from your local European Consumer Centre to find the appropriate ADR body. While mentioning these options, our primary agreement here is that both you and we will try to mediate in good faith before heading to court.

**20.3 Litigation If Needed:** If the dispute has not been resolved to mutual satisfaction within **60 days** from the start of mediation (or if one party refuses or unduly delays mediation beyond a reasonable period after the other party's request), either party may then resort to litigation in the courts specified in Section 19. The requirement to attempt mediation is a condition precedent to filing a lawsuit, meaning you agree not to file a legal claim until you've made a genuine attempt at amicable resolution and mediation. However, nothing prevents either party from seeking urgent interim relief (like a preliminary injunction) in court if necessary to prevent irreparable harm or preserve rights, even before or during the mediation process; this will not be considered a breach of the obligation to mediate. Also, if the statute of limitations is near expiry on a claim, a party may file suit to preserve the claim but should concurrently seek a stay to allow mediation.

**20.4 Good Faith Requirement:** Both parties agree to participate in the above dispute resolution steps in **good faith**. This means providing timely, substantive responses, disclosing relevant information to facilitate resolution, and not using the process as a mere delay tactic. If one party fails to engage in good faith (for example, ignores requests for negotiation or unreasonably rejects mediation), the other party can point this out to a court, which may consider it when awarding costs or deciding jurisdiction of a consumer's suit.

**20.5 Costs:** Each party will bear its own costs during negotiations and mediation (e.g., lawyer fees) but will share the mediator's fees equally, unless we agree otherwise or the mediator's scheme (like a government mediator for consumers) is free or minimal cost. If mediation leads to a settlement, the parties can decide how to allocate costs as part of that settlement.

**20.6 Written Record:** Any settlement reached through mediation shall be documented in writing and, if the parties desire, can be made enforceable (for instance, by homologation by a court or by being drafted as a binding contract). EU and Luxembourg law allow a mediated settlement to be given the force of a court judgment if both parties request it from a court or notary.

We include this clause to align with the modern emphasis on ADR. In cross-border or complex disputes, mediation can save time and preserve relationships. AmCham, as a chamber of commerce, certainly favors amicable resolutions where possible.

By agreeing to these Terms, you acknowledge that you will follow this multi-step dispute resolution process. It does not deprive you of the right to legal adjudication; it simply channels the process to hopefully reach a solution sooner or at least narrow the issues.

## **21. Complaints and Contact Information**

We value feedback and are committed to addressing any concerns or complaints you may have. If you have a question, comment, or complaint regarding the Website, Services, these Terms, or any other aspect of AmCham's operations, you can reach out to us through the following **contact points**:

- **Email:** You may email us at [info@amcham.lu](mailto:info@amcham.lu) for general inquiries or complaints. This is our primary contact for Website issues, membership questions, legal inquiries, and data protection queries. We monitor this inbox during business hours and strive to respond promptly (usually within 2-3 business days for simple queries, and within 1-2 weeks for more complex issues or complaints that might require investigation). If your matter is urgent or sensitive, please indicate so in the subject line (e.g., "URGENT – Data Privacy Request" or "COMPLAINT – Event Issue").

- **Phone:** You can call our office at **+352 43 17 56** during regular business hours (CET timezone) Our staff can handle many inquiries by phone or direct you to the appropriate person. However, for formal complaints or any legal notices, we prefer written communication (email or letter) to ensure clarity of documentation.
- **Postal Mail:** You can write to us at the following address for official correspondence or if you need to send any documents:

***American Chamber of Commerce in Luxembourg A.s.b.l.  
6, Rue Antoine de Saint-Exupéry  
L-1432 Luxembourg.***

Please address the letter to the relevant department if known (e.g., “Attention: Legal Department” or “Attention: Membership Coordinator”). If you are sending a legal notice or service of process, registered mail with return receipt is recommended.

- **In Person:** Our offices are at the above address. Visits are by appointment. If you wish to discuss an issue face-to-face, please call or email to set up a meeting. We occasionally hold open office hours or member clinics – details would be on our site if applicable.
- **Website Contact Form:** Additionally, our Website’s Contact page ([amcham.lu/contact](http://amcham.lu/contact)) provides a form you can fill out with your inquiry, which sends an email to us. Feel free to use that for general questions.
- **Data Protection Contact:** For privacy-related inquiries specifically (exercise of GDPR rights, questions about data use, etc.), you can contact us via the above email or you may address the email to [privacy@amcham.lu](mailto:privacy@amcham.lu) (if available) or simply include “Data Protection” in the subject. We do not have a mandated Data Protection Officer, but we do have a responsible team for data privacy matters. We will ensure your privacy queries are handled in accordance with GDPR.
- **Member Services:** If you are a member, you may also reach out to your known contact at AmCham (like the Membership Director or a Committee leader) for assistance, but formal complaints should still come through the official channels to ensure proper logging and response.

**Complaint Handling:** When we receive a complaint, we will acknowledge it (generally within 5 business days) and then investigate the matter. We may reach out to you for additional information or clarification. We aim to resolve complaints as swiftly as possible – simpler matters within 10 business days, more complex ones within 30 business days. If a complaint requires board attention or external consultation, we will keep you informed of the progress and cause of any delay. If we find that your complaint is justified, we will inform you of the remedial steps taken or planned. If we believe the complaint is not warranted, we will provide an explanation. Our goal is fairness and transparency.

If you have a complaint specifically about content on the Website (e.g., you believe something is unlawful or violates your rights aside from copyright), please clearly identify the content and the nature of your concern (similar to the notice requirements in Section 8 for IP). We have procedures to handle such complaints in line with legal requirements (like the e-Commerce law’s notice-and-takedown for illegal content). We might remove or disable content while we review a serious complaint.

**Regulatory Contacts:** For certain types of complaints, you may also contact relevant regulators:

- If it's a data protection complaint and you feel we haven't addressed it, the **CNPD** (Contact details in Section 9) is the authority.
- For consumer disputes, as discussed, the **Médiateur de la consommation** or the **European Consumer Centre** in Luxembourg (part of the ECC-Net) can advise or mediate.
- If you suspect any unethical or unlawful conduct by AmCham not resolved by contact, authorities like the Ministry of Justice or economy might be informed, but we certainly hope to never get to that stage.

**Additional Contact for Legal Notices:** If you need to serve a formal **legal notice** or document (like a summons), it should be sent to our registered address (see above) to the attention of the **Chairman** or **General Counsel**. While email is fine for routine matters, official service generally needs to be on paper as per Lux procedural rules (for example, via a judicial officer (huissier) for lawsuits).

**Language:** We can correspond in English (our working language). We'll respond in English unless French is requested. For French and German inquiries, we may handle them but response could be slower due to translation.

We strive to be accessible and responsive. Please note that our staff size is limited, so we appreciate your patience if a response is not instantaneous. We take all inquiries seriously, especially those involving potential legal issues. We will do our utmost to resolve any problems to your satisfaction within the bounds of our policies.

Finally, beyond complaints, general contact is welcome – whether suggestions for improvement, reports of site bugs, or general questions about Luxembourg business life. We see communication with our users and members as a cornerstone of our service.

**Last Updated:** August 31, 2025 (these Terms & Conditions supersede any prior versions).

By using the AmCham Luxembourg Website or Services, you confirm that you have read, understood, and agreed to these Terms and Conditions of Use. Thank you for your attention. We welcome you to the AmCham community under these fair and comprehensive rules.