



PRIVACY POLICY, TERMS OF USE, AND DATA & CONTENT GOVERNANCE NOTICE

International Maintenance Association (IMA)

Effective Date: 1 January 2026

1. Legal Identity, Status, and Applicable Law

The **International Maintenance Association (IMA)** is an independent, non-profit professional association duly organized and operating under the laws of **Switzerland**. IMA exists for the purpose of advancing knowledge, education, research, and professional practice in maintenance, reliability, asset management, and related disciplines at an international level.

This Privacy Policy, Terms of Use, and Data & Content Governance Notice (hereinafter collectively referred to as the "Policy") constitutes a **legally binding agreement** between IMA and any individual or entity accessing, using, downloading, contributing to, or otherwise interacting with IMA's websites, platforms, publications, research outputs, digital assets, or community environments.

This Policy is governed exclusively by **Swiss substantive law**, in particular the **revised Swiss Federal Act on Data Protection (revFADP)**. Where applicable due to the geographic location of the data subject, the **EU General Data Protection Regulation (GDPR)** shall apply in a complementary manner. No other jurisdiction's laws shall apply unless mandated by non-derogable statutory provisions.

2. Binding Effect and Explicit Consent

By accessing, browsing, registering, participating, downloading, quoting, referencing, or otherwise using any IMA content, platform, or service, the user **explicitly acknowledges, accepts, and consents** to this Policy in its entirety.

Such consent is deemed to be:

- Freely given
- Informed
- Specific
- Unambiguous

If the user does not agree to any provision of this Policy, the user must immediately cease all use of IMA services and content. Continued use constitutes **irrevocable acceptance** of this Policy and all subsequent amendments.

3. Scope of Application

This Policy applies without limitation to:

- Public websites operated by or on behalf of IMA
- Member-only platforms, communities, and portals
- Research publications, reports, whitepapers, datasets, and surveys
- Events (physical, virtual, or hybrid)
- Educational programs, certifications, and webinars
- Communications, correspondence, and submissions
- User-generated content hosted within IMA environments

This Policy applies equally to visitors, members, contributors, volunteers, researchers, partners, and any third party interacting with IMA.

By accessing or using IMA platforms, content, or services, you confirm that you have read, understood, and agreed to the IMA Privacy Policy, Terms of Use, and Legal Disclaimer, governed by Swiss law. Content provided "as is" without warranty. Use at your own risk. By accessing IMA materials, you agree to Swiss law, exclusive Swiss jurisdiction, and full disclaimer of liability. © International Maintenance Association (IMA). All rights reserved.



www.ima-world.org

4. Supremacy of This Policy

This Policy supersedes and replaces all prior privacy policies, disclaimers, notices, or statements previously published by IMA, including those issued prior to 2026.

In the event of any inconsistency between this Policy and any other IMA document, publication, or communication, **this Policy shall prevail**, unless mandatory law expressly requires otherwise.

5. Definition of Personal Data

For the purposes of this Policy, "Personal Data" means any information relating to an identified or identifiable natural person, including but not limited to identification data, contact details, professional information, digital identifiers, communications, transactional data, and any information that may reasonably be linked to an individual.

6. Lawful Basis for Processing

IMA processes Personal Data strictly on lawful bases recognized under Swiss and applicable EU law. These bases include, without limitation:

Consent provided by the user;

Processing necessary for the performance of a contract or pre-contractual measures;

Processing necessary for the legitimate interests of IMA, including organizational management, research advancement, platform security, and service improvement;

Processing necessary to comply with legal or regulatory obligations.

IMA reserves the right to rely on one or more lawful bases simultaneously where permitted.

7. Categories of Personal Data Collected

IMA may collect, process, and store Personal Data including, but not limited to, names, titles, professional affiliations, contact details, account credentials, participation records, communications, payment-related information (processed via secure third-party providers), technical identifiers such as IP addresses, device information, cookies, and analytical data.

Users may access certain publicly available content anonymously. However, participation in memberships, events, research activities, community platforms, or downloads may require the provision of Personal Data.

IMA does not knowingly collect or process Personal Data of children under the age of thirteen (13).

8. Methods and Contexts of Data Collection

Personal Data may be collected directly from users through forms, registrations, surveys, submissions, correspondence, or participation in IMA activities. Data may also be collected automatically through technical means, including cookies, logs, analytics tools, and platform security mechanisms.

Additionally, IMA may receive Personal Data from professional interactions, events, trade activities, or third parties acting under IMA's instructions.

9. Purpose Limitation and Use of Data

IMA processes Personal Data strictly for legitimate organizational purposes, including but not limited to membership administration, event organization, research development, educational delivery, community engagement, communication, analytics, service improvement, governance, compliance, and protection of legal rights.

IMA does not process Personal Data in a manner incompatible with these purposes.

10. Research, Analytics, and AI-Assisted Processing

By accessing or using IMA platforms, content, or services, you confirm that you have read, understood, and agreed to the IMA Privacy Policy, Terms of Use, and Legal Disclaimer, governed by Swiss law. Content provided "as is" without warranty. Use at your own risk. By accessing IMA materials, you agree to Swiss law, exclusive Swiss jurisdiction, and full disclaimer of liability. © International Maintenance Association (IMA). All rights reserved.



As part of its mission, IMA conducts research, analysis, and knowledge development activities. These activities may involve the use of statistical tools, analytical models, and **AI-assisted technologies** to support aggregation, synthesis, drafting, or trend identification.

Users expressly acknowledge and agree that:

- AI-assisted tools are supportive in nature
- Output may contain inaccuracies, omissions, or biases
- No AI-generated or AI-assisted content constitutes authoritative, certified, or professional advice

IMA disclaims any liability arising from reliance on such outputs. Users bear sole responsibility for independent verification and application.

11. Cookies and Digital Tracking

IMA uses cookies and similar technologies to ensure technical functionality, improve user experience, enhance security, and conduct analytics.

Users may restrict or disable cookies via browser settings; however, this may limit functionality. Continued use of IMA platforms constitutes consent to the use of such technologies.

12. Data Sharing and Disclosure

IMA may share Personal Data with trusted service providers, partners, or agents strictly for the performance of services on IMA's behalf and under contractual confidentiality obligations.

IMA may also disclose Personal Data where required by law, court order, or competent authority, or where necessary to protect IMA's legal rights, property, or safety.

IMA does not sell Personal Data.

13. International Data Transfers

Given IMA's global scope, Personal Data may be transferred to, stored in, or accessed from jurisdictions outside Switzerland. IMA implements reasonable safeguards consistent with Swiss law.

By using IMA services, users explicitly consent to such cross-border transfers.

14. Data Retention

Personal Data is retained only for as long as necessary to fulfill the purposes for which it was collected or as required by law. IMA reserves the right to retain data where necessary to protect its legal interests.

15. Data Security

IMA applies commercially reasonable technical and organizational measures to protect Personal Data against unauthorized access, loss, or misuse. However, no system can be guaranteed to be completely secure. Users acknowledge and accept this inherent risk.

16. Data Subject Rights

Users may request access, correction, deletion, restriction, or portability of their Personal Data, or withdraw consent, in accordance with applicable law. Requests shall be submitted through official IMA contact channels and will be addressed within statutory timeframes.

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17. Intellectual Property and Content Governance

All content produced, published, curated, or distributed by IMA constitutes the exclusive intellectual property of IMA unless expressly stated otherwise. Unauthorized use, reproduction, or redistribution is strictly prohibited.

18. User-Generated Content and Community Platforms

Users are solely responsible for content they submit or publish within IMA platforms. Such content does not represent IMA's views. IMA assumes no liability for user-generated content and reserves absolute discretion to moderate or remove content.

19. Disclaimer of Warranties and Reliance

All IMA content and services are provided **“as is”** and **“as available”**. IMA expressly disclaims all warranties, express or implied. Users must not rely on IMA content as professional, legal, regulatory, or financial advice.

20. Limitation of Liability

To the fullest extent permitted by Swiss law, IMA shall not be liable for any direct or indirect damages arising from the use or misuse of its content, platforms, or services. Use is entirely at the user's own risk.

21. Termination and Enforcement

IMA reserves the unrestricted right to suspend or terminate access to its services, platforms, or content at its sole discretion, without notice, and to enforce its legal rights.

22. Jurisdiction and Venue

All disputes arising out of or in connection with this Policy shall be subject to the **exclusive jurisdiction of the courts of Switzerland**, unless mandatory law provides otherwise.

23. Amendments

IMA may amend this Policy at any time. Continued use after publication of amendments constitutes acceptance.

24. Contact

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