

General Terms and Conditions for Registration for the **European Online Congress of Radiology 2021** March 3-7, 2021 Vienna/AT

1. Scope of Application

- 1.1 These General Terms and Conditions stipulate the regulations for registration for European Online Congress of Radiology 2021 ("Online ECR 2021") in Vienna, hosted by the Europäische Gesellschaft für Radiologie - European Society of Radiology (ESR), an association according to Austrian Law with its registered office in 1010 Vienna, Am Gestade 1 (hereinafter referred to as "ESR").
- 1.2 Any contractual or legal declarations of the participant of Online ECR 2021 (hereinafter referred to as "participant") or a third party deviating from these General Terms and Conditions shall not be part of the contract entered into with ESR, notwithstanding the consumption of the services offered by the participant and the payment of fees therefore.

2. Registration

- 2.1 Registration for Online ECR 2021 is to be made electronically by using the respective registration tool provided on the ESR homepage (www.myESR.org). Registrations without participant's full name, complete e-mail, postal address and date of birth cannot be processed.
- 2.2 A contractual relationship subject to these Terms and Conditions is entered into between ESR and the participant. If the payment of the participant's registration fee is to be invoiced to and borne by a third party such as a university, an operator of a hospital or other health care institution or a business corporation, the contractual relationship subject to these Terms and Conditions is entered into between ESR and such third party.
- 2.3 Participants requesting to have the registration fee invoiced to a third party warrant and guarantee to be provided with the respective power of attorney by the third party to enter into the contract with ESR subject to these General Terms

and Conditions and the third party's consent to cover the participant's registration fee. In the event of the third party's refusal to cover the participant's registration fee, the participant shall effect payment of the participation fee upon ESR's first request.

- 2.4 Upon registration on behalf of third persons, the registering person warrants and guarantees to be entitled to execute such registrations according to these General Terms and Conditions in the name and on behalf of such third persons by proxy and to declare any and all approvals and consents required according to these General Terms and Conditions in the third person's name and behalf.
- 2.5 Upon registration, the participant shall receive an e-mail confirming registration for verification of the participant's personal data only.
- 2.6 The participant's registration for Online ECR 2021 shall not become effective until ESR has received the full due registration fee.
- 2.7 Payment of the registration fee can be made either by bank transfer or by credit card (VISA or MasterCard/EuroCard).
- 2.8 Upon payment of the registration fee by credit card, the participant will receive a confirmation e-mail including the original invoice. A copy of the invoice for the registration fee will be available on ESR's homepage (<https://portal.myesr.org/esr/membership/login>).
- 2.9 If bank transfer is the chosen method of payment for registration, the recipient will receive a confirmation of registration by e-mail upon completion of registration. Both the confirmation of order and a copy of the invoice for the registration fee will be available on ESR's homepage (<https://portal.myesr.org/esr/membership/login>). Registration fees depend on the date ESR receives the respective payment at the account stated below and will be adjusted accordingly if ESR does not receive the payment as at the relevant deadline.

The registration fee is to be paid to

- Account Name: ESR TG
- Bank Name: Die Erste Bank
- IBAN: AT73 2011 1285 6166 3303
- BIC/SWIFT: GIBAATWW

The recipient's name and Personal ID must be provided as a reference on the bank transfer document. Any bank charges incurred are to be paid by the participant. Payment via bank transfer has to be finalised within 10 working days so that the registration is finalised. This in turn does not extend applicable deadlines.

2.10 Payment by cheque is not accepted.

2.11 Registration to Online ECR 2021 is non-transferable. New registration and payment are required.

2.12 Unless mandatory law providing otherwise, ESR will not refund any registration fees once registration and payment have been completed, including in cases of special offers or membership-related changes.

3. Force Majeure

If, for any reason, holding Online ECR 2021 becomes impossible due to reasons of force majeure, including but not limited to blackout, strikes, natural disasters, epidemics, pandemics, government regulations, internet failure or hacker attack, there will be no refund of participation fees already paid. ESR's obligation to perform Online ECR 2021 remains unaffected and ESR is entitled to postpone Online ECR 2021 until such time the event of force majeure no longer exists.

4. Right of withdrawal

4.1 Participants being consumers and entering into the contract with ESR in their own name and own behalf have the right to withdraw from the contract within 14 days without giving any reasons. This 14-day withdrawal period begins on the day the

contract is concluded. With regard to participants whose participation fee is borne by a third party and such third party entering into the contract with ESR, no right of withdrawal is granted.

4.2 In order to exercise the right of withdrawal, the participant must inform Europäische Gesellschaft für Radiologie – European Society of Radiology (ESR) Am Gestade 1, 1010 Vienna, Austria, (e-mail: buchhaltung@myesr.org), by means of a clear statement of the decision to withdraw from the contract. The withdrawal period is respected if the participant sends his declaration of withdrawal within the withdrawal period. For this purpose, the following sample form may (but does not have to) be downloaded from <https://www.myesr.org/registration>.

4.3 WITHDRAWAL FORM
(Sample) To:
Europäische Gesellschaft für Radiologie –
European Society of Radiology (ESR)
Am Gestade 1, 1010 Vienna
Austria
(e-mail: buchhaltung@myesr.org)

I hereby revoke the contract concluded by me for the participation in Online ECR 2021.

Contract concluded on (date):

Name of the participant:

Address of the participant:

Signature of the participant (only when notified on paper):

Date:

4.4 Consequences of the cancellation

If the participant withdraws from this contract, ESR will refund to such participant any payments ESR has received from him without delay and at the latest within fourteen days from the date on which ESR received notice of the withdrawal of this contract. The refund is including possible delivery costs (except for the additional costs arising from choosing a different type of delivery by the user than the cheapest standard delivery ESR offers). For the repayment, ESR uses

the same payment method that the participant selected in the original transaction, unless otherwise agreed with the participant; ESR will not charge such participant any fees for this repayment. After withdrawal, the respective service cannot be accessed.

4.5 Exclusion of the right of withdrawal

Granting access to Online ECR 2021 falling within delivery of digital content not stored on a physical data carrier, the right of withdrawal is excluded if the participant has requested access to Online ECR 2021 prior to the expiry of the withdrawal period.

Having requested access to Online ECR 2021 prior to the expiry of the 14 days withdrawal period valid for participants being consumers, the right of the participant being a consumer to withdraw from the contract is excluded.

5. Registration Fees

- 5.1 Registration fees shall be determined by the date of registration, the date of payment of the registration fee and the registration category.
- 5.2 All registration fees for Online ECR 2021 can be found on ESR's website (<https://www.myesr.org/registration>).
- 5.3 All registration fees for Online ECR 2021 are net of VAT.
- 5.4 The respective registration fees shall only be valid if registration is submitted and full payment is received by the ESR as at the respective deadline. Failure to meet the relevant deadline will render the relevant invoice document invalid and no confirmation of payment will be issued.
- 5.5 To attend Online ECR 2021 as a member, membership fees with the ESR for the year 2020 must be settled and approved by August 31, 2020.

5.6 Young Trainee Registration:

Residents have to send a letter by e-mail to proof@myESR.org from their head of department confirming their status as resident no later than 5 days after online registration. This document has to be signed by the head of department and written on official hospital letterhead. If this confirmation is not received, the registration fee will be automatically adjusted to a regular fee. The age limit for Young Trainee Registrations is 35 years (incl. the age of 35).

5.7 Hospital Manager/ Nurse Registration:

Nurses and hospital managers have to send a letter by e-mail to proof@myESR.org from their head of department confirming their professional status no later than 5 days after online registration. This document has to be signed by the head of department and written on official hospital letterhead. If this confirmation is not received, the registration fee will be automatically adjusted to a regular fee.

5.8 Radiographer Registration:

Radiographers have to send a letter by e-mail to proof@myESR.org from their head of department confirming their professional status no later than 5 days after online registration. This document has to be signed by the head of department and written on official hospital letterhead. Moreover, the receipt of a scanned copy of the official diploma at proof@myESR.org is required. If this confirmation is not received, the registration fee will be automatically adjusted to a regular fee.

5.9 Registration as student:

Student registration is only available to students holding no academic title and has to be accompanied by a valid student ID card in English. The age limit for student registration is 30 years (incl. the age of 30).

6. Access to Online ECR 2021 and terms of use

- 6.1 To access Online ECR 2021, a non-exclusive, non-transferable and limited license to the participant named in the contract is granted only for personal use and for the duration stated in the description of services on the website of ESR.
- 6.2 The materials made available during Online ECR 2021 may only be displayed on one single user screen (personal computer, tablet) per participant at a time.
- 6.3 The participant's account granting access to Online ECR 2021 may not be transferred to a third person and access data may not be disclosed.
- 6.4 The content presented at Online ECR 2021 contains material contributed or licensed by individuals, companies, or organizations that may be protected by Austrian and foreign copyright laws. Participant shall not reproduce, archive, modify, distribute, publicly perform, publish or license any of the content and information available on Online ECR 2021 or obtained from or through Online ECR 2021. Participant shall not create derivative works or offer them for sale.
- 6.5 Participant shall not bypass, remove, change, downgrade, disable or prevent any copy protection in the Online ECR 2021 service. Participant shall not use robots, spiders, web scraping, or other automated operations to access the Online ECR 2021 service. Participant shall not decompile, reverse engineer, or disassemble any software or any other product or process accessible through the Online ECR 2021 service. Participant shall not insert any code or other product or otherwise tamper with the Online ECR 2021 service. Participant shall not use data mining, data collection or other extraction methods. Participant shall not upload, post, email, or otherwise send or transmit any content that interferes with, suspends or restricts the operation of any computer software/hardware or telecommunications equipment in connection with the Online ECR 2021 service. This also applies to any software viruses or other codes, files and programs.
- 6.6 In the event of violation of these terms of use according to this Section 6 of the General Terms and Conditions, or in the event of use in an illegal or fraudulent manner, ESR may terminate or restrict participant's use of and access to the

Online ECR 2021 service.

- 6.7 Upon ESR providing the participant with instructions to use, the participant is obliged to follow the instructions given.
- 6.8 The cost of setting up the online connection and maintaining it on the participant's side is borne by the participant. ESR shall not be liable for the security and continuity of data communication that are conducted over third party communication networks. ESR shall not be liable for disruptions in data transmission caused by technical errors or configuration problems on the participant's side.

7. Certificate of Attendance/CME Accreditation

Any confirmation or certification related to Online ECR 2021 will be available after the congress on the ESR homepage (www.myESR.org/MyUserArea).

Only persons who are authorized for CME accreditation will be able to download and print the CME confirmation after the congress.

8. Warranty and Liability

- 8.1 Online ECR 2021 and all information, content and materials and other services included or otherwise made available to the participant in the course of Online ECR 2021 are provided by ESR on an "as is" and "as available" basis. ESR makes no representations or warranties of any kind, express or implied, as to the operation of Online ECR 2021, or the information, content, materials or other services included or otherwise made available to the participant through Online ECR 2021 services.
- 8.2 To the full extent permissible by law, ESR disclaims all warranties, express or implied, including, but not limited to, implied warranties of fitness for a particular purpose. ESR does not warrant that the Online ECR 2021 services, information, content, materials or other services included or otherwise made available to the participant through the Online ECR 2021 services, ESR's servers or electronic communications sent from ESR are free of viruses or other harmful components. To the full extent permissible by law, ESR will not be liable for any damages of

any kind arising from the use of any ESR service, or from any information, content, materials or other services included or otherwise made available to the participant through any ESR service.

9. Place of Performance/Applicable Law/Place of Jurisdiction

- 9.1 The place of performance of any duties and obligations for both the ESR and the participant sides shall be Vienna.
- 9.2 Any contractual relationship with the ESR shall be subject to Austrian law, with the exception of the Vienna Convention on the International Sale of Goods.
- 9.3 The place of jurisdiction shall be 1010 Vienna. The ESR shall also be entitled to pursue any claim before the courts of law competent for the defendant's domicile or general residence.