

### 1. Scope of Application

These General Terms and Conditions stipulate the regulations for purchasing access for ESR Connect (hereinafter called “platform”) hosted at <https://connect.myesr.org> and whereof contents are maintained by the Europäische Gesellschaft für Radiologie – European Society of Radiology e.V. (ESR), an association according to Austrian Law with its registered office in 1010 Vienna, Am Gestade 1 (hereinafter referred to as “ESR”).

A contractual relationship subject to these terms and conditions is entered into between the ESR with its registered office in 1010 Vienna, Am Gestade 1, and the user of the platform (hereinafter referred to as “user”). Any contractual or legal declarations of the user deviating from these general terms and conditions shall not be part of the contract entered into with the ESR. Notwithstanding the consumption by the user of the services offered by the ESR and the payment of fees therefore.

The following provisions apply to women and men alike, even if the male spelling was chosen for readability.

### 2. Purchase of access and contract duration

- 2.1 Purchase of access to any content of the platform is to be made electronically on the platform. Purchases without full name, complete e-mail, and postal address cannot be processed.
- 2.2 Upon purchase on behalf of third persons, the purchasing person warrants and guarantees to be entitled to execute such purchases 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.
- 2.3 Upon purchase of an on-demand course/package the user shall receive access to the respective course/package 365 days starting from the day of purchase.
- 2.4 Upon purchase of a single live streaming event the user shall receive access to the respective live streaming event during live broadcasting.
- 2.5 Upon purchase of a bundle the user shall receive access to the indicated items during live broadcasting of the item and to the recordings of the items 365 days starting from the day of purchase.
- 2.6 The user’s purchased access shall not become active until the ESR has received the full due fee.
- 2.7 Payment of the access fee can be made either by credit card (VISA or MasterCard/EuroCard).
- 2.8 Upon payment of the access fee by credit card the user will receive a confirmation e-mail including the original invoice. A copy of the invoice for the purchase fee will be available on the users account.

### 3. Right of Withdrawal for Consumers

Users who are consumers have the right to withdraw from a contract within 14 days without giving any reasons. This 14-day withdrawal period begins on the day the contract is concluded.

In order to exercise the right of withdrawal, the consumer must inform Europäische Gesellschaft für Radiologie –

European Society of Radiology (ESR) e.V.

Am Gestade 1, 1010 Vienna

Austria

(e-mail: [buchhaltung@myesr.org](mailto:buchhaltung@myesr.org)),

by means of a clear statement of the decision to withdraw from the contract. The withdrawal period is respected if the consumer sends his declaration of withdrawal within the withdrawal period, whereby the following sample form can be used (but not necessarily). The user may download the sample form from [http://esr-connect.gr4fix.com/app/uploads/ESR\\_Connect-WithdrawalForm.pdf](http://esr-connect.gr4fix.com/app/uploads/ESR_Connect-WithdrawalForm.pdf).

### WITHDRAWAL FORM

(Sample)

To:

Europäische Gesellschaft für Radiologie  
European Society of Radiology (ESR) e.V.  
Am Gestade 1  
1010 Vienna  
Austria  
(e-mail: [buchhaltung@myesr.org](mailto:buchhaltung@myesr.org))

I hereby revoke the contract concluded by me for the purchase of the access to “ESR Connect”.

Contract concluded on (date): .....

Name of the consumer: .....

Address of the consumer: .....

Signature of the consumer (only when notified on paper): .....

Date: .....

### Consequences of the cancellation

If the user withdraws from this contract, ESR will refund to the user 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 cancellation of this contract. The refund is including eventual 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 user selected in the original transaction, unless otherwise agreed with the user; ESR will not charge the user any fees for this repayment. After cancellation the respective service cannot be accessed.

### Exclusion of the right of withdrawal

If the user has requested that the access to the platform should commence during the withdrawal period, he must pay to ESR a reasonable amount equal to the proportion of services already provided to him at the time he informs ESR of the exercise of the right of withdrawal, this in respect of total volume of the service provided for in the contract.

### 4. Access Fees

Access fees shall be determined and specified in the current price list.

All prices are to be understood as total prices including the valid legal value added tax.

To be entitled for the ESR member fee, membership fees with the ESR for the current year must be settled by the time of purchase.

### 5. Use of the platform

5.1 For the use of the platform and its contents, a non-exclusive, non-transferable and limited license to the user named in the contract is granted only for personal use and for the duration of the contract.

5.2 The materials of the online services may only be displayed on one single user screen (personal computer, tablet) per user at a time.

5.3 The contract/user account may not be transferred to a third person and access data may not be disclosed.

5.4 The platform allows to users to make available and share information, text, graphics, videos, or other material (in the following “content”). The user is responsible for this content, including its legality, reliability, and appropriateness.

5.5 The user grants the right and license to ESR to use and publicly perform / publicly display, reproduce, and distribute such content

on and through the platform. This includes the right to make the content publicly available to other users.

- 5.6 The user represents and warrant that the content is free to use as provided above, and that the content does not violate the rights of any person, including, without limitation, privacy rights, publicity rights, copyrights or any intellectual property rights.
- 5.7 Further, the user warrant that the content will not cause ESR to breach any law or other legal obligation and will not be considered to be illegal, inappropriate, defamatory, pornographic, discriminatory or in breach of confidence or in breach of privacy and also not unauthorized advertising.
- 5.8 Content uploaded by the user can be removed and deleted at any time without giving reasons.
- 5.9 The website contains material contributed or licensed by individuals, companies, or organizations that may be protected by Austrian and foreign copyright laws. Downloading, reproduction, redistribution, or making commercial use of any material published on this website is forbidden.

#### **6. Limitation of liability**

- 6.1 The liability is limited to simply gross negligence on the replacement of the typically foreseeable damage. A compensation for loss of profit and other consequential or indirect damages and costs is excluded. The existence of simply gross negligence must be proven by the person claiming for compensation. Liability for slight negligence is excluded.
- 6.2 In the case of intent, gross negligence, injury to life, body or health as well as claims under the Product Liability Act, liability is based on the statutory provisions.
- 6.3 If the customer is a consumer, liability for slight negligence is excluded unless one of the main performance obligations is affected.
- 6.4 The above limitation of liability also applies to ESR affiliated companies, employees and third-party users.
- 6.5 The liability and obligations of the ESR in the case of termination of the platform for whatever reason shall be limited to the reimbursement of access fees pro rata temporis.
- 6.6 The ESR shall not be liable for any damages caused by force majeure.

#### **7. Personal data**

To see how the ESR processes personal data, please visit <https://www.myesr.org/3/data-protection-information>

#### **8. General provisions**

- 8.1 ESR may modify the General Terms and Conditions from time to time, particularly if the service provided is extended or changes in legislation so require. Any changes to the General Terms and Conditions will be notified to the user by notice. The user reserves the right to object in writing to the change within six weeks after receipt of the notice of change and thereby terminates the contractual relationship prematurely. ESR will inform users about the procedure and consequences of a refusal in the notice.
- 8.2 The place of performance of any duties and obligations for both the ESR and the user sides shall be Vienna, Austria.
- 8.3 Any contractual relationship with the ESR shall be subject to Austrian law. For consumers, this choice of law applies only to the extent that the granted protection by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.
- 8.4 The place of jurisdiction shall be 1010 Vienna, except in consumer legal matters in which the place of jurisdiction according to consumer laws applies. The ESR shall also be entitled to pursue any claim before the courts of law competent for the defendant's domicile or general residence.
- 8.5 For consumer affairs the European Commission provides an Online Dispute Resolution Platform (OS platform): <https://ec.europa.eu/odr>

#### **General Terms and Conditions for purchase of an “ESR Connect” access**

Version date: 2 September 2019

Europäische Gesellschaft für Radiologie –  
European Society of Radiology (ESR) e.V.

Am Gestade 1 | 1010 Vienna | Austria

Tel.: +43 1 533 40 64-0

E-Mail: [buchhaltung@myesr.org](mailto:buchhaltung@myesr.org)

Web: [www.myesr.org](http://www.myesr.org)