

Terms of use and Privacy Policy of www.myebr.org

Part I.- Terms of use of www.myebr.org

- I. Identifying data**
- II. Access**
- III. Use of the services provided**
- IV. Exclusion of guarantees, liability and indemnity**
- V. Intellectual Property**

Part II.- Privacy Policy of www.myebr.org

- VI. Personal Data we collect**
- VII. Personal Data processing**
- VIII. Non-disclosure of Personal Data**
- IX. Right of access, correction, cancellation and objection**
- X. Security and confidentiality**
- XI. Data transfer**
- XII. "Cookies" and internet tags**
- XIII. Links to other sites**

Part III.- General statements

- XIV. Contact us**
- XV. Null and void clauses**
- XVI. Applicable Law**

Part I.- Terms of use of www.myebr.org

I. Identifying data

EUROPEAN BOARD OF RADIOLOGY, S.L.U. (hereafter, “EBR”), is a Spanish Company registered at the Commercial Register of Barcelona in volume 42942, page 117, sheet B420225, Passeig de Gràcia 86, Àtico, 08008 Barcelona, SPAIN with Tax Identification Number B65668006.

The EBR aims to disclose and recognise expertise in the field of radiology through the organisation of exams on the subject and validating the quality and the official certification of conferences, courses, e-learning material, seminars and symposiums.

To carry out its certification activities, the EBR is cooperating with the UNION EUROPÉENNE DES MÉDECINS SPECIALISTES – Rue de l’Industrie, 24, 1040-Brussels BELGIUM – EU registered with VAT number BE0469.067.848 (hereafter, “UEMS”). Both entities jointly organise the accreditation of international live educational events (“LEEs”) and accreditation of e-learning material in imaging. The ACCREDITATION COUNCIL IN IMAGING (hereafter, “ACI”) is the specialist body of the EBR which is carrying out the proceeding of this accreditation in collaboration with the European Accreditation Council for Continuing Medical Education (EACMEE) of the UEMS.

The EBR provides its services through www.myebr.org (hereafter “the website”).

II. Access

These terms and conditions, which may be amended from time to time, apply to the website and all services available online.

By accessing, browsing and using our website or any of our applications through whatever platform (hereafter collectively referred to as the "website") and/or by completing registration, you acknowledge and agree to have read, understood and agreed to our privacy statement and to the terms and conditions set out below.

These webpages, their content, their infrastructure, the online exam registration service and the certification service carried out by the ACI through the website (the "service") are operated and provided by the EBR and subject to the terms and conditions.

Access to certain content is only available to registered users. Similarly, access to certain other content is conditional upon subscription to a particular product or service (e.g. access to EDiR Examination Content) or upon membership/user status.

III. Use of the services provided

Users can register for the European Diploma in Radiology (hereafter, "EDiR") exam through the website. By making an exam reservation through the website you enter into a direct (legally binding) contractual relationship with the EBR. From the point at which you register for the exam, you can access the terms and conditions on the website which regulate and describe all the examination process carried out by the EBR.

Through the Accreditation Council in Imaging (hereafter, "ACI") and its website www.myeber.org/ACI, the EBR also provides intermediary services of accreditation of radiological and imaging live educational events (LEEs) in collaboration with the European Accreditation Council for Continuing Medical Education (EACMEE) of the UEMS. You can access the terms and conditions on the website which regulate and describe all the accreditation process carried out by the EBR/UEMS. It is the user's obligation to perform a lawful use of the services provided on the website in accordance with current legislation without

causing any damage to the EBR or to any third party, and without altering or hindering the proper functioning of the website.

The user guarantees that the activities carried out through this website will be according to the law, morality, public order and good customs, not being harmful to the EBR or to other users.

IV. Exclusion of guarantees, liability and indemnity

Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors, any interruptions whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise, inaccurate, misleading or untrue information or non-delivery of information.

The EBR cannot endorse all statements or opinions made on the website. Under no circumstances will the EBR be held liable for any decision made or acted upon as a result of reliance on the content of the website. The EBR reserves the right to add, modify or remove any information, products and/or services from the website at any time and without notice.

Under no circumstances will the EBR or any affiliated staff or website contributors be liable to you, as a website visitor or any other person or body, for any decision made or acted upon as a result of reliance on the information or philosophies contained or expressed within the EBR website. You agree that neither the EBR nor any affiliated staff or website contributors will be responsible for any loss or damage (including without limitation, direct, indirect, incidental, special or consequential damages), loss of data or loss of profit, even if the EBR or any affiliated staff or website contributors have been advised of the possibility of such loss.

You irrevocably indemnify the EBR and its affiliated staff and website contributors from and against any and all losses, damages and costs, suffered or incurred by the EBR and its affiliated staff and web contributors of whatsoever nature arising out of or in connection with your use, provision, or distribution of information or any part of the EBR website component contents that arise in relation to any breach by you of any term of use stated in the present document.

V. Intellectual Property

All content on the website is copyright under Spanish and international law established by the Intellectual Property Law.

The EBR logo is a registered trademark and its use is protected under European Trademark Law. Reproduction or use of the EBR logo, without the prior written permission of the EBR, is strictly prohibited.

Copy, modification or use of the website or its contents for any commercial purpose without the authorisation of the EBR is a violation of the intellectual property rights owned by the EBR and/or its contributors. Any copying or redistribution for commercial purposes or for compensation of any kind requires prior written permission from the EBR.

The use of EBR corporate visuals (including, but not limited to, graphics and images) is subject to written authorisation by the EBR.

Any unapproved use may result in actions being taken by the EBR to require removal of material concerned from display/distribution and possible legal actions. For more information, please refer to the EBR.

The EBR website and all of its component elements (including text, graphics, images, hyperlinks and other materials supplied by EBR contributors and/or third parties) are for general educational and informational purposes only and

must not take the place of professional medical advice. Those seeking medical advice should always consult a medical professional.

The EBR disclaims any responsibility concerning the information and/or materials on sites hyperlinked from the EBR website.

Part II .- Privacy Policy of www.myebr.org

This Privacy Policy describes the ways in which the EBR collects, holds and uses information about individual persons who visit www.myebr.org.

BY USING THIS WEBSITE, YOU CONSENT TO THE COLLECTION AND USE OF INFORMATION AS SET FORTH IN THIS PRIVACY POLICY. YOU ALSO ACKNOWLEDGE THAT THE EBR MAY PERIODICALLY CHANGE, MODIFY, ADD OR REMOVE OR OTHERWISE UPDATE THIS PRIVACY POLICY AT ITS DISCRETION, WITHOUT PRIOR NOTIFICATION. However, we will always handle your personal information in accordance with the Privacy Policy that was in effect at the time of collection. It is our intention to post changes to our Privacy Policy on this page so that you are fully informed concerning the types of information we are gathering, how we use it, and under what circumstances it may be disclosed.

VI. Personal Data we collect

The term “Personal Data” as used in this Privacy Policy refers to information such as your name, birth date, academic qualifications, e-mail address, mailing address or telephone number that can be used to identify you.

Generally, we will only process your Personal Data as described in this Privacy Policy. However, we reserve the right to conduct additional processing to the extent permitted or required by law, or in support of any legal or criminal investigation.

VII. Personal Data processing

Most of our services do not require any form of registration, allowing you to visit our site without telling us who you are. However, some services may require you to provide us with your Personal Data. In these situations, if you choose to withhold any Personal Data requested by us, it may not be possible for you to gain access to certain parts of the site and for us to respond to your query.

We may collect and use your Personal Data to provide our services and to facilitate the payment methods of the requested services (e.g. examination fees, ACI fees, etc.) or to communicate with you for other purposes which are evident from the circumstances or about which we inform you when we collect Personal Data from you.

The EBR ensures compliance with the provisions of the Organic Law 15/1999, of 13 December, of Personal Data Protection ("LOPD") and of the Royal Decree 1720 /2007, of 21 December which approve the regulations implementing the Organic Law 15/1999. For this reason, the EBR has taken technical and organisational measures to guarantee the security in its installations, systems and files.

The EBR informs the user about the existence of a personal data file registered in the Spanish Data Protection Agency with the name "CUSTOMERS AND/OR SUPPLIERS" for the purposes of information and provision of the services offered in the website, advertising and promotional activities of the EBR by any means of communication as well as to allow a better browsing and navigation through the website.

VIII. Non-disclosure of Personal Data

We will not sell, share, or otherwise distribute your Personal Data to third parties except as provided in these terms of use and Privacy Policy. We may

disclose your Personal Data to other EBR partner worldwide that agree to treat it in accordance with this Privacy Policy.

Personal Data may also be transferred to third parties, who act for or on our behalf, for further processing in accordance with the purpose(s) for which the data was originally collected or may otherwise be lawfully processed, such as delivery services, evaluating the usefulness of this website, marketing, data management or technical support. These third parties have contracted with us to use Personal Data only for the agreed upon purpose, not to sell your Personal Information to third parties and not to disclose it to third parties except as may be required by law, as permitted by us or as stated in this Privacy Policy.

Personal Data collected from you may also be transferred to a third party in the event that the business of this site or a part of it and the customer data connected with it is sold, assigned or transferred in which case we would require the buyer, assignee or transferee to treat Personal Data in accordance with this Privacy Policy. Also, Personal Data may be disclosed to a third party if we are required to do so because of an applicable law, court order or governmental regulation, or if such disclosure is otherwise necessary in support of any criminal or other legal investigation or proceeding here or abroad.

IX. Right of access, correction, cancellation and objection

Whenever we process Personal Data, we take reasonable steps to ensure that your Personal Data is kept accurate and up-to-date for the purposes for which it was collected. We will provide you with the ability to object to the processing of your Personal Data if such processing is not reasonably required for a legitimate business purpose as described in this policy or our compliance with law.

In the case of electronic direct marketing, we will provide you with a method to opt out of receiving further marketing materials or with a method to opt in, if required by law.

If you wish to contact us regarding our use of your Personal Data or object to the processing of your Personal Data, you can send us an e-mail to administration@myebr.org or by ordinary mail to the following address: Passeig de Gràcia, nº 86, Attic, 08008, Barcelona, Spain.

If you contact us, please note the specific information you would like us to correct, update or delete as well as a proper identification of you.

X. Security and confidentiality

To ensure the security and confidentiality of Personal Data that we collect online, we use data networks protected, inter alia, by industry standard firewall and password protection. In the course of handling your Personal Data, we take measures reasonably designed to protect such information from loss, misuse, unauthorised access, disclosure, alteration or destruction.

XI. Data transfer

The EBR is a member of the European Society of Radiology and collaborates with many other scientific and educational institutions in the fields of medicine and radiology, some of which are operated by third parties.

We may transfer your data to our collaborator databases outside your country of domicile, potentially including countries which may not require an adequate level of protection for your Personal Data compared with that provided in your country.

XII. "Cookies" and internet tags

We may collect and process information about your visit to this website, such as the pages you visit, the website you came from and some of the searches you perform. Such information is used by us to help improve the contents of the site and to compile aggregate statistics about individuals using our site for internal, market research purposes. In doing this, we may install "cookies" that collect the domain name of the user, your internet service provider, your operating system and the date and time of access.

A "cookie" is a small piece of information which is sent to your browser and stored on your computer's hard drive. Cookies do not damage your computer. You can set your browser to notify you when you receive a "cookie." This will enable you to decide if you want to accept it or not. If you do not want us to install cookies, you can change the cookies configuration of your browser. These settings are usually found in 'options' or in the 'preferences' menu of your browser.

However, we would like to inform you that if you do not accept the use of cookies you may not be able to use all functionality of your browser software. We may obtain the services of outside parties to assist us in collecting and processing the information described in this section.

XIII. Links to other sites

This Privacy Policy applies only to this website and not to websites owned by third parties. We may provide links to other websites which we believe may be of interest to our visitors.

We aim to ensure that such websites are of the highest standard. However, due to the nature of the internet, we cannot guarantee the privacy standards of websites to which we link or be responsible for the contents of sites other

than this one, and this Privacy Policy is not intended to be applicable to any linked, non-EBR site.

Part III.- General statements

XIV. Contact us

If you have any queries or complaints about our compliance with this Privacy Policy or if you would like to make any recommendations or comments to improve the quality of our Privacy Policy, please email us at administration@myebr.org.

XV. Null and void clauses

In case of nullity or inefficiency which may be declared about the content, partial or total, of the present terms of use and Privacy Policy it will only affect the provision or part thereof affected, which shall be deemed as not inserted, the rest of the content being kept, except if it is essential for the present terms of use and Privacy Policy.

XVI. Applicable Law

These terms of use and Privacy Policy shall be governed by and construed in accordance with the current Spanish legislation.

Any dispute or controversy arising out of the existence, access, use or content of these terms of use and Privacy Policy shall be submitted to the jurisdiction and exclusive competence of the courts and tribunals of Barcelona.