

TERMS AND CONDITIONS

EUROPEAN BOARD OF RADIOLOGY, S.L. (“**EBR**”) is a company which corporate purpose is, among others, the training, research, development and implementation of courses, postgraduate degrees, investigation programs, diploma examination organization, promotional professional activities, congresses, fairs, symposiums and commercialization of activities within the field of radiology, imaging diagnosis, and other medical specialities, as well as the administrative work regarding legal aspects in European qualification and accreditation matters.

This text sets out the **Terms and Conditions of Medical credential services**, as defined below.

1. DEFINITIONS

- 1.1. **Authorized User:** means those employees, agents, and independent contractors of Customer that have been assigned a user ID or password to access and use the Services esta definición no me parece que sea para el usuario de la plataforma que tiene su certificado .
- 1.2. **Medical credential services or Software:** As web-based application software which has been developed to provide services to input and process Customer Data for Customer’s own internal business purposes to provide digital certificates of credentials. (...) and where the user interface runs in a web browser.
- 1.3. **Confidential Information:** means (a) the Medical Credential Services and Documentation and any information related to the present Terms and Conditions , including without limitation the following information relating to the Software: (i) computer software (object and source codes), programming techniques and programming concepts, processing methods, system designs embodied in the Software; (ii) benchmark test results, manuals, program listings, data structures, flowcharts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes related to the Software; (b) research and development or EBR research; and (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, enhancements, marketing plans, forecasts and strategies.
- 1.4. **Content:** means any software, program, tool, system, data or other materials made available as part of the Medical Credential Services by EBR.

- 1.5. **Credentials:** means evidence of achievement, ability, attainment, authenticity, compliance, completion, eligibility, entitlement, experience, identity, membership, qualifications, title or other attributes, qualities or traits.
- 1.6. **Customer:** means any user who has access to Medical Credential Services or Software for the purposes of obtaining the Credential or accessing the content of Medical Credential Services.
- 1.7. **Customer Data:** means Customer's content, information and data which Customer desires to process and disseminate by accessing and using the Service and any Customer icons, marks and/or logos Customer desires to have displayed on the Service Pages. As between Customer and EBR, Customer Data shall also include Credentials whether of (or issued by), Customer or third parties
- 1.8. **Documentation:** means the online guides and user manuals for the Service.
- 1.9. **Effective Date:** means the date of first use of Medical Credential Services.
- 1.10. **User Account:** Web account provided from EBR that allows the access to Medical Credential Services.
- 1.11. **Use:** means to activate the processing capabilities of the Software connecting a Customer through the web to a User Account, load, execute, access to, employ the Software, or display information resulting from such capabilities.
- 1.12. **Intellectual Property Rights:** means all intellectual property and similar proprietary rights (including rights held under license) in any jurisdiction, including all such rights in and to (i) computer software or hardware, whether or not copyrightable, including all databases, source codes, object codes, programs, applications, tables, models, repositories, specifications and documentation, (ii) original works of authorship, whether copyrightable or not, copyrights, and all renewals, modifications and translations thereof, and all Moral Rights relating thereto, (iii) patents and utility models, including its applications and divisions, re-examinations, reissues and extensions, and patents of addition, utility models, industrial designs, inventors' certificates and invention disclosures, (iv) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, and (v) know-how and other non-public or confidential business information, trade secrets, ideas, concepts, methodologies, processes, development tools, techniques, innovations, diagrams, sketches, drawings, models and documentation; in each case, including all goodwill associated with the foregoing; all registrations of, and applications to register, renewals or extension and Improvements of the foregoing; all claims and defenses relating to the foregoing; and all rights in any agreement relating to the foregoing.
- 1.13. **Term:** shall have the meaning set forth in Section 7.1.
- 1.14. **Third Party Applications:** means third party applications, websites, and services.

2. SERVICES PROVIDED

- 2.1. **Service(s):** Subject to Customer's compliance with all the terms and conditions of this Agreement, EBR grants Customer a non-exclusive, non-transferable licence to use the Medical Credential Services to (...).
- 2.2. **Restrictions:** Customer shall not (i) use the Software for purposes other than those set forth in the present Terms and Conditions; (ii) lease, lend, loan, resell, sublicense or otherwise distribute, publicly communicate, transform or adapt, including for enhancements, the Software; (iii) reverse engineer, disassemble or decompile the Software; (iv) publish the results of performance tests performed on the Software; (v) have the right to access, under any circumstances, the source code and/or object code of the Software; (vi) create software based on Confidential Information; (vii) perform any interconnection or integration with other services or software without prior authorisation from EBR. It is also prohibited to extract or reuse a qualitatively or quantitatively substantial part of the Service's own databases.
- 2.3. **Customer Data:** Customer hereby grants to EBR a non-exclusive, worldwide license, to use, reproduce, create derivative works, display, store and perform Customer Data as reasonably necessary to provide the Medical Credential Services for access and use by Authorized Users.

3. OWNERSHIP

- 3.1. EBR is the sole owner of the Medical Credential Services.
- 3.2. EBR and its suppliers shall own all right, title and interest in and to any Intellectual Property Rights in and to the Medical Credential Services, Documentation and derivative works thereof and related materials. Customer shall own all right, title and interest in and to Customer Data and all Intellectual Property Rights therein. All right, title and interest in Third Party Applications is the property of the respective owner.

4. OPERATION OF THE SERVICES

- 4.1. **Implementation of Medical Credential Services.** Promptly following the Effective Date, EBR shall provide Customer with access to the **Medical Credential Services** EBR will allow the use of the Software by delivering to Customer individual access codes. Customer acknowledges that is fully responsible for all liabilities incurred by such use, and for any liabilities incurred through use of such passwords by anyone who obtains such passwords until Customer notifies EBR's customer service of

such unauthorized use. EBR may temporarily disable access to the Service if Customer reports unauthorized use of the Service.

EBR shall permit the use of the Software by providing the Customer with individual access codes. Customer acknowledges that it is fully responsible for all liabilities incurred for such use, as well as liabilities incurred for the use of such keys by any person obtaining such keys until Customer notifies EBR customer service of such unauthorized use. EBR may temporarily disable access to the Service if the Customer reports unauthorized use of the Service.

- 4.2. **Services Operation.** EBR shall host, maintain and operate the Medical Credential Services for use by Customer and Authorized Users. EBR shall use commercially reasonable efforts to: (a) deploy industry standard security and encryption controls including without limitation, firewall and SSL technology; (b) monitor, track and report on **Medical Credential Services** availability; and (c) limit access to the Services only to Authorized Users.
- 4.3. **Content Management:** The Medical Credential Services could allows managing and adding Contents to Customer 's needs. All Contents provided by Customer will be stored the Medical Credential Services until the Agreement termination's date. All Contents provided by Customer shall remain Customer 's exclusive property and EBR commits to remove all Customer Contents from the Medical Credential Services within a maximum period of two weeks after Agreement termination's date.

Any add-ons, enhancements or modifications made by EBR to the Software shall be promptly provided to Customer and shall automatically be deemed to be included within the scope of the licence provided that EBR deems them to be content that is part of the Software and is not charged separately, if at all. Customer acknowledges that any additions, enhancements or modifications made by EBR to the functionality, features or Content of the Software shall be the exclusive property of EBR

- 4.4. **Compliance with Laws:** Customer shall use the Services in compliance with all applicable laws, statutes, rules, regulations and terms of service. If necessary to comply with any of the foregoing, EBR may modify or suspend access to the Service. This remedy shall be in addition to and shall not limit EBR's ability to terminate this Agreement based on material breach or pursue damages or other remedies available under law and equity.
- 4.5. **Updates.** Customer understands that EBR may make update to the Medical Credential Services or the way it is made available, and that those updates may create differences in how the Medical Credential Services operate in the future.

- 4.6. **Protection of Customer Data.** EBR will maintain administrative, physical, and technical safeguards designed for the protection of Customer Data. Those safeguards will include measures designed to prevent unauthorized access, use, modification or disclosure of Customer Data by EBR Personnel except: (a) to provide the Medical Credential Services and to prevent or address service or technical problems; (b) to comply with applicable law; or (c) as expressly permitted in writing by Customer. The privacy statements are available in the privacy policy.
- 4.7. **Sharing the Credential on social networks:** Customer may be able to share the Credential(s) on social networks directly from the Software.

5. CUSTOMER'S RESPONSIBILITIES.

- 5.1. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, including the authenticity, validity, legitimacy, legality and content of Credentials. Customer shall ensure that Customer and Authorized Users comply with any terms of use associated with Third Party Applications. EBR shall have no responsibility or liability for Customer Data included in, or used in conjunction with the Services. For example, if Customer Data contains outdated or inaccurate information, EBR shall not be responsible or liable for such outdated or inaccurate information. Customer acknowledges that EBR is not affiliated with any issuer of Credentials and that Customer's selection and use of Credentials is at Customer's sole risk and expense.
- 5.2. Customer shall not: (a) send spam or otherwise duplicative or unsolicited messages; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Medical Credential Services ; or (e) attempt to gain unauthorized access to: (i) the Medical Credential Services or its related systems or networks; (ii) other user's accounts; or (iii) optional components of the Software that Customer has not paid for.

6. TERM AND TERMINATION

- 6.1 The Agreement shall commence at the moment the Customer accesses the web account provided by EBR and registers.
- 6.2 The Agreement with EBR will terminate at the moment the Customer wants to terminate his user account.

- 6.3. Upon any termination hereunder, Customer shall immediately cease use of Medical Credential Services and Confidential Information. Therefore, within 15 days after any termination, Customer shall irretrievably destroy or upon EBR's request deliver to EBR all copies of the information/access used for the Medical Credential Services and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Customer must certify to EBR in writing that it has satisfied its obligations under this provision.

7. INDEMNITY

EBR will cooperate in the defense of any claim, suit or proceeding brought against Customer so far as it is based on a claim that Customer's authorized use of the Medical Credential Services hereunder infringes any copyright, trade secret right or an existing according to the Spanish Law. To that end, Customer will provide EBR with prompt written notice of the claim and permit EBR to cooperate with the defense, settlement, adjustment or compromise of any such claim. The foregoing sets forth Customer's sole and exclusive remedy, for infringement or misappropriation by EBR of third party intellectual property rights.

8. WARRANTY DISCLAIMER

- 8.1. EBR disclaim all other warranties express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived. customer acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

9. LIMITATION OF LIABILITY

- 9.1. EBR will not be responsible under this Agreement (i) if the Software is not used in accordance with EBR recommendation's; or (ii) if the defect or liability is caused by Customer, or third-party software; or (iii) if the Software is used in conjunction with any third party software for which the Customer lacks sufficient rights from the third party vendor for such use; or (iv) for any Customer activities not permitted under this Agreement.
- 9.2. EBR shall not be liable for any claims or damages arising from inherently dangerous use of the software and/or third-party software licensed hereunder.

10. CONFIDENTIAL INFORMATION.

- 10.1. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party : (a) shall take all reasonable steps to keep all Confidential Information strictly confidential, as the steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations here under, and who are under obligations of confidentiality substantially similar to those set forth herein.
- 10.2. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.
- 10.3. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained herein to any third party. EBR shall use the name of the Licensee in publicity, advertising, or similar activity, making EBR reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business.

11. GENERAL PROVISIONS

- 11.1. This Agreement shall be governed by the laws of Spain. Any dispute, controversy or claim arising in connection with the interpretation and performance of this Agreement shall be subject to the jurisdiction of the courts and tribunals of Barcelona, expressly waiving any other jurisdiction that may be applicable.
- 11.2. Except as expressly provided herein, all rights and remedies conferred hereunder, or under any other instrument or law, shall be cumulative and may be exercised singly or concurrently. The failure to enforce any provision of the Agreement shall in no way be deemed a waiver of any future enforcement of that or any other provision.

- 11.3. Any notice or reports required or permitted to be given under this Agreement shall be given in writing and shall be delivered via certified or registered mail, postage prepaid, return receipt requested, and shall be deemed given upon personal delivery, three (3) days after deposit in the mail or upon acknowledgment of receipt of facsimile transmission.
- 11.4. Customer shall not assign, voluntarily, by operation of law, or otherwise, any rights, or delegate any duties, under this Agreement without EBR's prior written consent. EBR may without Customer's consent, assign all or any part of its rights and duties under this Agreement pursuant to a corporate reorganization, or to any entity with whom EBR merges, which EBR acquires or is acquired by, or to whom EBR sells all or substantially all of its assets to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 11.5. Nothing contained in this Agreement shall be construed as creating an agency, partnership or other form of joint venture between EBR and the Customer.
- 11.6. If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 11.7. EBR may amend this Agreement at any time by posting the amended terms on the same website. EBR's right to amend this Agreement includes the right to modify, add to, or remove terms. Customer's continued access or use of the Services constitutes acceptance of the amended terms. EBR reserves the right to ask Customer to acknowledge acceptance through an electronic click-through. Last updated: December 21, 2022.