

TERMS AND CONDITIONS OF USE

EUROPEAN BOARD OF RADIOLOGY, S.L. informs you that the access and use of its mobile application "EDiR European Diploma in Radiology" and hosted at www.myebr.org (hereinafter, the "**Application**") through which you have accessed as a user is commercial and subject to these conditions of access and use, so we recommend that you read them carefully.

Our terms and conditions of use are intended to regulate access and use of this Application, which from THE EUROPEAN BOARD OF RADIOLOGY, S.L. we make available to the public in an accessible, permanent and free way. Any third party who has access to and uses this Application shall be considered a user and fully accepts each and every one of the conditions incorporated in these Terms and Conditions and in the Privacy Policy, if any.

The User acknowledges and accepts that he/she has read and understood the Terms and Conditions of Use of the Application, the contents of which constitute the entire agreement between the User and EBR. By using any of the functionalities of our Application, the User expressly acknowledges and agrees to be bound by the Terms and Conditions of Use as well as the Privacy Policy of the Application and other applicable corporate policies of EBR. The refusal to accept these terms and conditions prevents the user from using this Application.

The owner of the Application may offer services or products whose particular conditions are specifically informed to the user on a case-by-case basis.

1. Ownership and purpose of the Application

The Application is a computer platform owned by EUROPEAN BOARD OF RADIOLOGY, S.L., a company legally constituted under Spanish law with N.I.F. B-62256581, with address at Paseo de Gracia, 86, Ático, 08008 Barcelona (Spain) and registered in the Mercantile Registry of Barcelona in Volume 42942, Folio 117, Sheet B420225.

Our Application has been designed with the purpose of offering our products and services to the users of our Application.

The relationship between the Application and the User shall be governed by Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, by the Commercial Code, and other applicable Spanish legislation.

2. Operational

Personal information. Visiting the Application does not imply that the User is obliged to provide any information about himself/herself. In the event that you provide any personal information, the data collected will be used for the purpose, in the manner and with the

limitations and rights set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, resulting in our Privacy Policy.

Registration. All users, whether registered or not, agree to accept these Terms and Conditions and to use the content in good faith.

In the registration process, we will request personal information from you in order to fulfil the purposes of managing your contractual relationship with us, as well as to respond to your requests and to keep you informed, including by electronic means, about our products and services.

Age. The User declares that he or she is of legal age (over 18 years of age) and has the necessary legal capacity to contract the products offered on the Application, also stating that he or she accepts the link to this agreement and declares that he or she fully understands and accepts the present terms and conditions.

3. Contents Policy

Our Application page has been designed with the purpose of offering users of our Application an assistance tool for the preparation of the exam organized by EBR "European Diploma in Radiology" (EDiR), as well as offering them our products and services.

At EBR we are committed to maintain the strictest confidentiality regarding the results of the tests that we make available to the user through the application, as well as not to index them in a way linked to the user for future data processing.

EBR ensures that the contents included in this Application are up to date, even if the information may be inaccurate or imprecise in any respect.

The user undertakes to use the Application in accordance with the law, these Terms and Conditions, the regulations and instructions brought to his/her attention, as well as morality, generally accepted good practices and public order. Likewise, it is expressly forbidden to use this Application for purposes harmful to the property or interests of EBR or third parties, which in any way overload, damage, and/ or render useless or deteriorate the networks, servers, computer equipment, products and/or applications of EBR or third parties, or prevent their normal use.

EBR is not responsible for the transmission of information between users of this Application. Any communication or transmission of content that infringes the property rights of third parties and whose content is threatening, obscene, defamatory, pornographic, and/ or xenophobic, that violates the dignity of the person or the rights of the child, in short, that violates current legislation, is prohibited. Likewise, the inclusion and communication of false or inaccurate content by users that induces or may induce error on the part of other users is

prohibited. EBR may provide links to other Internet sites for information purposes and is not responsible for the content of such sites.

EBR reserves the right to review its Terms and Conditions and Privacy Policy at any time. For this reason, please check the legal notices regularly to read the latest version published by EBR.

4. Minors under the age of 18

This Application is not intended for children under the age of 18. Please activate parental control to prevent and control underage access to the Internet and inform minors about safety issues.

We encourage parents and guardians to regularly check and review their children's use of the Internet and e-mail. They should also ensure that they do not provide personal data without your permission and consent. When a minor under 14 years of age wishes to provide us with his or her personal data, he or she is required to provide us with the identification data and e-mail address of his or her parents or legal guardians in order to request their authorization, or to provide us with proof of their authorization with sufficient documentary input (e-mail attaching a duly signed authorization letter, providing a photocopy of their ID card or passport, or sending it by fax, which the Company would request prior to contracting the products).

5. Exclusions of Liability

Due to unforeseeable situations that characterize the technological environments and the Internet, EBR reserves the right to temporarily suspend access to or any of the functionalities offered by the Application, whether for technical reasons, for security reasons or for maintenance. Furthermore, EBR reserves the right to implement and make changes and/or updates to the Application at any time, with or without prior notice. In any case, the User acknowledges and accepts that EBR may carry out certain actions to prevent the User from accessing the Application at certain times for limited periods. In this sense, the User accepts that EBR will not be responsible, as a result of such actions, for the elimination or failure to make available certain contents or functionalities of the Application.

EBR does not represent or guarantee that certain results will be obtained after using the services of the Application. Consequently, under no circumstances shall EBR, its representatives, directors, employees be liable for any incidental, consequential, special or incidental damages, including but not limited to any loss of profits, data or business opportunities, software errors, whether foreseeable or not, resulting from or connected directly or indirectly with the use of the Application.

EBR is not responsible in any way for those contents, activities of any kind, products and services that can be accessed through electronic links, directly or indirectly, through our Application, including those Applications of brands that collaborate with EBR. The links

included or which may be included on our Application do not represent any kind of relationship between EBR and the natural or legal persons who are owners of the Applications which can be accessed via these links, nor do they imply any suggestion, invitation or recommendation regarding the Application or its contents.

EBR shall not be liable for any loss or damage that the User may suffer as a result of improper use of the Application or if the User breaches the Terms and Conditions of the Application.

6. Intellectual Property Rights

The intellectual property rights and rights of exploitation and reproduction of this Application are the exclusive property of EBR. Any misuse by third parties will be prosecuted in accordance with current legislation.

All the industrial and intellectual property rights of the Application and of the different Applications belonging to EBR, as well as of the elements contained therein and in its Applications (including, but not limited to, the graphic design, source code, logos, contents, images, texts, graphics, illustrations, photographs, databases and other elements appearing on the Application), unless otherwise indicated, are the exclusive property of EBR or of the third parties who own the legitimate exploitation rights.

However, if there is any dispute or question about the ownership or exploitation of the resources mentioned above, the owner of the Application will withdraw them preventively.

The user acknowledges that the reproduction, distribution, marketing, transformation, and in general, any other form of exploitation, by any means, of all or part of the contents of this Application constitutes an infringement of intellectual property rights.

7. Privacy Policy and Data Protection

By accepting these Terms and Conditions of Use, the User acknowledges and agrees to have read, understood and accepted our [Privacy Policy](#).

8. Non-compliance

In the event of non-compliance with any of the commitments specified herein, the provision of the service to the User through the Application may be terminated or suspended at any time, unilaterally and without prior notice.

Such suspension or withdrawal shall in no case entitle the User to any compensation whatsoever.

9. Applicable Law and Jurisdiction

Without prejudice to any mandatory rule that may contradict this clause, the interpretation and application of the terms and conditions of use of the Application shall be governed by Spanish law. For the resolution of any discrepancy that may arise in the interpretation and/or execution of the Terms and Conditions of Use provided herein, the parties submit to the jurisdiction and venue of the Courts of Barcelona.

However, in the event that the Spanish or Autonomous Community Legislation for the Defense of Consumers and Users establishes the possibility that the User may choose the jurisdiction corresponding to his/her place of residence, the provisions of said legislation shall apply.

10. Contact information

For questions related to the services of our Application and the Terms and Conditions that regulate it, you can contact us by written request addressed to our offices:

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