

# GENERAL TERMS AND CONDITIONS FOR USING VCONGRESS FROM SCISERTEC GBR

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## **PREAMBLE**

SciSerTec conducts an online management tool (vCongress) for online organization and administration of meetings. SciSerTec's vCongress tool provides a platform which can be used for registration of meeting participants, for payment of meeting fees, to upload abstracts and to make abstracts available for viewing by the meeting participants as well as by reviewers designated by the meeting organizers. Through vCongress, the meeting organizers have access to the data necessary to conduct the meeting and therefore also have access to data from the meeting participants, who have agreed to provide the data as part of the completed meeting participation contract. SciSerTec allows the meeting participant to use vCongress tools strictly as described in these general terms and conditions. The general terms and conditions apply to all contents and functions. With the registration, or by registering as a meeting participant, the registered meeting

participant (from here on "participant") acknowledges these general terms and conditions.

SciSerTec provides the meeting organizer, and thereby also the participant as a third party, the registration portal for the participant registration to the meeting they choose and provides the meeting organizers access to the customer data necessary for the meeting to proceed as scheduled.

Regarding the actual carrying out of the meeting itself, SciSerTec acts as the legally responsible entity for completion of the contract between the participant and the meeting organizers, and for the completion of the meeting participant contracts. The meeting participant contract is a contract directly between the registered participants and the congress organizers — who are named in the registration and meeting advertisement/description.

# 1. REGISTRATION/PARTICIPANT REGISTRATION

- 1.2 All legally competent, natural persons are allowed to register in vCongress and thus register for meetings. Minors are not allowed to register. Every participant is only allowed to register once
- 1.3 The data provided during registration must be correct and true.Use of fictional persons and names is strictly forbidden.
- 1.4 No one has the right to register and therefore participate in anymeeting. The participant contract is not completed by the registration, but the registration by the participant is a legally binding offer to complete a meeting participant contract.
  SciSerTec can, in the name of the meeting organizer, or the meeting organizer can directly refuse to accept the registration of any participants without having to provide any reasons.
- 1.5 After registering, the participant will receive confirmation of the registration, or at least about receipt of the participant registration.
- 1.6 Only after an additional confirmation regarding the allowance to participate in the meeting, or through the sending of the bill for fees to participate in the meeting, is the acceptance to participate in the meeting and thereby the agreement on the participation fees with the meeting organizer (through SciSerTec) officially confirmed.

- This confirmation can also proceed with the registration and confirmation of registration described in section 2.4. This is exactly the case when the bill for the participant's conference fees is sent with the initial response from the meeting organizer.
- 1.7 After registration, a participant can cancel their meeting participation only if certain conditions are met. Unless other agreements have been made, the cancellation conditions are: If the participant cancels their registration at least three weeks (21 calendar days) prior to the first day of the meeting, then the participant will no longer be held responsible for the fees for that meeting. In the case that fees have already been paid, these fees will be refunded to the participant. If the participant cancels their registration in the time period of 20 calendar days to 8 calendar days prior to the first day of the meeting, then the participant is responsible for 50 % of the meeting fees. If the participant cancels their registration in the time period of 7 calendar days to the day prior to the first day of the meeting, then the participant is responsible for 90 % of the meeting fees. The cancellation must be sent to the conference organizer either by email or by post or by registered mail. The day that the written request for cancellation is received will be used to determine the fees for which the participant is responsible, according to the



description above. In the case of conference-specific differences in this cancellation policy, the participant will be made aware of these differences at the time of registration through a separate field that must be marked for the registration process to continue. The allowance to participate in a conference is not transferable to another person.

SciSerTec or the meeting organizer can cancel the allowance of any participant to join the meeting, even after completion of the meeting participation contract. This cancellation can also occur by an email to the participant or by written correspondence (by post or registered mail). In this case, the registered participant will not be held responsible for any meeting fees. Any conference-related fees already paid will be refunded.

1.8 In addition to the cancellation policy described in section 1.6, as participant you also have the right to cancel the completed participant contract — therefore the contract that is made upon registration and acceptance of this registration — within 14 days without having to provide any reasons.

This 14 day cancellation period begins with the day on which the contract was made, therefore the day on which you received confirmation of your participation through SciSerTec — either through the confirmation of your participation sent to your email address or through receipt of the bill for your participation. The 14 day cancellation period begins at the time point of the first event (either by receipt of a separate confirmation of your registration or receipt of the bill, whichever was received first). In the case of cancellation within the mentioned 14-day period, you will be exempt of all payment responsibilities. Payments that may have already been made will be refunded. This is only applicable for cases in which the cancellation was made within the cancellation period up to 14 calendar days before the first day of the meeting. If the cancellation occurs within the 14-day cancellation period, but within 14 calendar days prior to the first day of the meeting, then the participant will be liable for costs due to registration procedures. These costs are estimated to be 50 % of the registration fees. The participant has the right to provide evidence that the actual costs are lower than the costs estimated herein. In the case that the cancellation occurs within the 14-day cancellation period but after the meeting has begun, the complete registration costs will be calculated for each meeting day that has started since receipt of the cancellation, and registration fees of 80 % will be calculated for those conference days that have not yet begun. The participant also has the opportunity here to provide evidence that the actual costs are lower than those calculated using the above described manner. In the case of conference-specific variations from this cancellation policy, the participant will be informed during the registration via a separate field which must be activated by marking it before the registration process can continue.

The participant forfeits all user rights within SciSerTec's registration system upon cancellation of their registration.

#### 2. USE

- 2.1 The registration data, that status of the initiated registration, access to the website with contributions made to the meeting, and abstracts that have been submitted to the meeting can be viewed at any time by the participant by logging onto the proper website with their user name and password. SciSerTec is not responsible for any limitations of access to this information due to problems with the internet provider or browser.
- 2.2 The registration password must be handled securely and should not be shared with anyone else. Participants are not allowed to provide other people access to their account. SciSerTec must be immediately informed of any misuse of any account.
- 2.3 Participants are required to correct changes in their address or other contact information in vCongress and to keep their information current.
- 2.4 The registered participant is solely and completely responsible for the accuracy of the personal data they provide, for example information submitted for meetings, such as abstracts, etc. and their contents. Once the participant submits any material for participation in the meeting, abstracts, etc., or forwards such documents to SciSerTec for submission, the participant guarantees that they have the copyright and unrestricted rights to use all contents of the submitted materials. It is not allowed to enter any data on vCongress that infringes on the rights of third parties. It is strictly forbidden to enter illegal data.
- 2.5 The participant's data will only be used for organization of the meetings and processing of the participant's contract, including the access allowance to view or eventually download meeting publications (others) and abstracts. This includes the use of contact addresses from one of the quality control questionnaires regarding the meeting. This data will not be given to other persons or organizations.
- 2.6 The participant agrees with their registration on vCongress and the thereby bound claims of top performance by SciSerTec, to receive email regarding additional information about meetings or SciSerTec products. This agreement can be revoked at any time.
- 2.7 The participant further agrees that no compensation will be paid



for group photos/videos that are made during the meeting for documentation or advertisement purposes for the meeting organizers or SciSerTec. Potrait photos and/or videos of single persons will only be taken and made available for public viewing following an additional allowance by the person in question.

2.8 Payment of the meeting fees is made through the external provider
PayPal (http://www.paypal.de) or directly to an account specified
by the organizer. All fees and rules for using these payment options
are made and enforced by the provider of these payment options.
SciSerTec accepts no responsibility for any damages (real or
imagined) that may occur through the use of PayPal. In the case
that additional measures are necessary to recover unpaid fees,
the conference organizers will generally take measures directly
against the participant.

The participant's bill will include the legal taxes, as long as the organizer is required to pay taxes.

#### 3. LIABILITY EXEMPTION

Should the participant's meeting submissions, abstracts, etc. already been made public, and should this lead to complaints from a third party against the conference organizer or against SciSerTec, the members of the conference organization team and/ or SciSerTec declare themselves free of all possible charges raised by the third party. This also applies to any potential damages that may arise due to third parties acquiring access to and using data from the account of any meeting participant.

# 4. DATA PROTECTION

- 4.1 Entering data in vCongress is completely voluntary.
- 4.2 Collection, management and use of data by SciSerTec strictly follows the current data protection laws of Germany. The participant declares themselves to be in agreement that their data can be electronically saved to complete their conference participation and complete the conference participation contract, including additional conference related quality control questionnaires as well as for the organization of the meetings. In the case that the participant wishes to have their data erased after the meeting participant contract has terminated, SciSerTec will perform this as long as this action is not illegal (especially regarding tax or business book keeping laws).

### 5. ADDITIONAL POINTS

- 5.1 In addition to the rules stated in this general terms and conditions for use, German laws are also in effect between SciSerTec and the participants or regarding the meeting contract between the participant and the meeting organizer.
  - This also applies to registration of participants who reside outside of Germany, and even for meetings that are not held in Germany. The UN purchasing law is excluded here.
- 5.2 Potential legal disputes with SciSerTec will be resolved in the city where SciSerTec's headquarters reside, which means in the appropriate law courts of Hannover.
- 5.3 Should any sections of this general terms and conditions of use be or become invalid, this has no effect on the validity of the remaining parts. What is far more applicable and valid than any particular invalid section is the spirit and purpose of the agreement or at least a closely related replacement for that section, leading the parties to achieve the same results as originally agreed to, if they had recognized the invalidity of the section in question.

  The same holds true for incomplete terms and conditions.

