

TERMS AND CONDITIONS

I. OVERVIEW

1. By registering on the ERA-EDTA GROUP (which includes the ERA-EDTA - European Renal Association – European Dialysis and Transplant Association - ERA-Eurocongress Ltd. and Euromeetings Srl) web-sites or any other online platform and/or App of the ERA-EDTA GROUP (from now on “Website” and/or “App”) the person, corporation or institution using the Website and/or App (from now on “User”) and the ERA-EDTA GROUP enter into an agreement regarding the use of the Website and/or the App as well as the application of all the related services.
2. The ERA-EDTA GROUP may use external providers (from now on “Providers”) for specific services linked to the ERA-EDTA GROUP activities.
3. This agreement is based on the following general “Terms and Conditions” (from now on “Terms”) which are applicable to:
 - a. all sales and agreements between the ERA-EDTA GROUP and/or its Providers and the User;
 - b. all contracts concluded or made on the Websites/Apps;
 - c. each and every transaction concluded or entered into with the ERA-EDTA GROUP and/or its Providers.

II. TERMS OF THE CONTRACT

1. No contract between the ERA-EDTA GROUP and the User shall be deemed to exist until the moment of ERA-EDTA GROUP’s acceptance as defined by the present Terms or the contract itself.
2. Any ERA-EDTA GROUP service that is linked to the payment of a fee by the User will be granted after receipt of payment by the ERA-EDTA GROUP and/or its Providers. Important: in case of technical malfunction which falls under the category of circumstances beyond the ERA-EDTA GROUP and/or its Providers control, the service will be granted as soon as possible.
3. The ERA-EDTA GROUP and/or its Providers cannot be held liable in case of delays or malfunctions or disruptions in the services given, including those related to the actual content on its Website/App, unless the ERA-EDTA GROUP and/or its Providers act in gross negligence or in wilful misconduct.

III. PRICES AND PAYMENT

All prices indicated on the Website are in EUR. Users are able to make payments electronically to the ERA-EDTA GROUP and/or its Providers by major credit cards or by bank transfer. If payments are made by bank transfer any eventual bank charges must be paid by the User.

IV. USER'S OBLIGATION TO PROVIDE TRUTHFUL AND CURRENT INFORMATION

1. The User is obliged to state truthfully all requested information in the registration process and in any subsequent data request, in particular, it's the User's duty to make sure that the e-mail provided is active and can be accessed by him/her. Finally, the User is obliged to up-date his/her profile whenever it is the case.
2. To the extent the User has provide incorrect or incomplete information in the course of the registration process, the ERA-EDTA GROUP and/or its Providers are entitled to cancel any of the requested services irrespective of whether or not a contract has been concluded.
3. The ERA-EDTA GROUP and/or its partners will send a confirmation of receipt to the User whenever a payment is made.

V. E-LEARNING, E-MATERIALS, WEBINARS and LIVE STREAMING

Online access to the ERA-EDTA GROUP's e-learning, e-materials, webinars and live streaming sessions may be subject to a fee.

VI. CONGRESSES AND MEETINGS

The ERA-EDTA GROUP organises an annual Congress (from now on "Congress") as well as other Meetings (from now on "Meeting") on a recurring basis.

1. **Congress membership fees (and Meeting fees).** Attendance of all the ERA-EDTA GROUP Congresses and/or Meetings are subject to a fee for all attendees (even Abstract presenters). For the CEPD (Continuous Educational Professional Development) Courses, which are held at the time of the annual Congress, a separate fee will be charged in addition to the Congress membership fee. Registration for the Congresses and/or Meetings are binding for the attendee.
2. **Booking and Cancellation Conditions to attend the annual Congresses and/or Meetings.** Please see the relevant policy in the appropriate section of our website: <http://www.era-edta2019.org/registrations>
3. **Program changes.** The ERA-EDTA GROUP reserves the right to make any necessary changes to the program at short notice. There will be no kind of refund of the fees paid for changes in the program itself.

7. GENERAL DISCLOSURE POLICY

1. The ERA-EDTA GROUP is committed to ensuring scientific rigour and objectivity in all of its educational activities.
2. All presenters (from now on "Presenter"), whether invited faculty (speaker, chair, etc.) and/or authors of abstracts (from now on "Author"), who take part in the annual Congress and/or Meetings are required to disclose to those organising and attending meetings any relevant financial or other relationship that may lead to a potential bias by filling in the appropriate DoI (Declaration of Interest) form. The ERA-EDTA GROUP reserves the right to review the information disclosed for potential conflicts of interest. Please note that the Presenter has the sole responsibility for the content of their presentation.
3. Conflicts of interest may exist through a financial relationship or when the individual has the opportunity to influence the content of a presentation and can involve grants, honoraria, shares, paid positions on advisory boards, etc. Conflicts of interest do not preclude an individual from making a presentation, provided the conflict is disclosed. If there are any doubts about the relevance of a potential conflict of interest the ERA-EDTA GROUP requires that all Presenters act responsibly by disclosing such potential conflicts of interest.
4. All Presenters are requested to disclose potential conflicts of interest on a PowerPoint slide to be shown immediately at the beginning of their presentation. Poster Presenters are required to disclose potential conflicts of interest at the bottom of their poster.

8. PERMISSION FOR PUBLICATION

1. All the Authors of Abstracts and the Presenters grant the ERA-EDTA GROUP for an indefinite period of time, without territorial limitations and without any right to compensation, the right to make the abstract and/or any other piece of work, demonstration, lecture or footage thereof (from now on "Work") available to the public as well as to all other users, through the ERA-EDTA GROUP website and any other websites operated by the ERA-EDTA GROUP as well as via social media or, again, any other website related to medical issues, furthermore, the ERA-EDTA GROUP is granted an exclusive licence by all Authors of abstracts submitted to the ERA-EDTA GROUP. This right on the part of the ERA-EDTA GROUP in particular includes the following:
 - a. the right to computerize and save live streams of the Work partially or entirely in electronic databases, electronic data networks, etc. and to make it available to a large number of users by digital or any other kind of storage and transmission technology;
 - b. the right to reproduce and distribute editions of the Work or parts of it that are produced by the use of digital storage and reproduction media, independent of the technical equipment and enclosing all digital interactive systems in accordance with the current and future state of technology;
 - c. the right to archive the Work by itself or within the framework of other Works and forms of utilization in tangible or intangible form. Moreover, the Work may be added to collections and/or databases and may be made available to the public in any form;

- d. the right to translate the Work into any other language: if this happens the ERA-EDTA GROUP will take appropriate measures to ensure that the meaning of the content is not altered.
2. The Author/Presenter explicitly consents that the ERA-EDTA GROUP may transfer all contractual rights partially or entirely to a third party implementing these rights.
3. The Author/Presenter shall be responsible for ensuring that the content presented or published by the ERA-EDTA GROUP is accurate and complies with the applicable scientific standards. The Author/Presenter warrants that the Work and content presented does not infringe on any rights of third parties, in particular that no copyrights or personal and privacy rights of third parties are infringed on and that all data protection provisions are adhered to. In case any permissions of third parties must be obtained prior to presenting or publishing the Work or content, the Author/Presenter shall solely be responsible to do so. The Author/Presenter hereby warrants to comply with his/her obligations under these Terms and shall hold harmless and indemnify the ERA-EDTA GROUP for any breach thereof. Furthermore, the Author/Presenter warrants to the best of his/her knowledge that the Work does not contain anything which is libellous/illegal.
4. The Work will be archived on one of the ERA-EDTA GROUP's web-sites and will be made available to the public. The ERA-EDTA GROUP may charge the User with a fee to cover the costs.
5. No remuneration or any other compensation shall be paid to the Author/Presenter for the use of the rights granted to the ERA-EDTA GROUP in relations to the Work.
6. The ERA-EDTA GROUP will name the Author/Presenter of the Work in an appropriate manner.
7. In particular with reference to Authors:
 - a. he/she warrants to be the sole Author of the abstract submitted and that it is an original work and has not been previously published in whole or to a substantial extent elsewhere;
 - b. he/she warrants that any and all co-author(s) referred to in the abstract submitted have agreed to be mentioned in the abstract and have accepted that their data including their contact details will be transferred to the database of the ERA-EDTA GROUP and its providers and may be published by third parties. The Author is under obligation to submit proof of the approval of the co-authors upon the ERA-EDTA GROUP's request;
 - c. he/she acknowledges and accepts that the ERA-EDTA GROUP may make additional changes to the abstract as considered necessary in accordance with standard editorial processes. Every effort will be made to consult with the Author if substantial alterations are made;
 - d. he/she agrees that in the event that the ERA-EDTA GROUP gives the whole or part of its business to any third party, the licence contained herein shall be assigned to that third party;
 - e. ownership of copyright remains with the Author (or, if copyright is owned by any other person/entity, to that other person/entity);

- f. the Author shall have the right to reproduce a reasonable number of copies of the abstract, by photocopying or downloading it from the ERA-EDTA GROUP's Websites, for personal or professional non-commercial use (commercial use includes selling or renting for a fee the right to access the abstract), and including for the Author's own teaching purposes. This use is subject to the proviso that when reproducing the contribution or sections from it, the Author(s) acknowledge that the abstract was first published in an ERA-EDTA GROUP publication and provide a full reference or web link as appropriate.

9. PERMISSION OF USE

1. The Work cannot be used for any kind of commercial use (commercial use includes selling or renting for a fee the right to access the Work). The Work cannot be edited or modified.
2. Users shall have the right to reproduce a reasonable number of copies of the Work, by photocopying or downloading it from the ERA-EDTA GROUP's Websites, for personal or professional non-commercial use and including for the User's own teaching purposes provided that acknowledgement to the ERA-EDTA GROUP and full reference to the Author/Presenter is given.
3. Users cannot use the Work and/or the Website and/or the App in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Furthermore, the User cannot in any way take any kind of action that causes, or may cause, damage to the Website and/or the App or impairment of the performance, availability or accessibility to both.
4. Users cannot collect nor use data from our Websites/Apps/Work/Abstracts without the ERA-EDTA GROUP's express written consent.

10. THIRD PARTY WEBSITES

The ERA-EDTA GROUP's Websites/Apps may include hyperlinks to other websites owned and operated by third parties, these third parties are totally responsible for the content and functionality of these websites and the ERA-EDTA GROUP cannot be held responsible, nor liable, for any damage or loss that may arise from the use of such websites/content.

11. GENERAL

1. There are no verbal agreements which supplement these Terms.
2. Any and all additions or changes to, modifications of, or other deviations from these Terms must be made in writing signed by both parties in order to be valid. This requirement shall not be deemed to apply to agreements made outside the scope of these Terms.
3. The exclusive place of jurisdiction shall be the competent court in London (UK).
4. These Terms and all legal relations arising in connection with them shall be governed by and construed in accordance with the substantive law of Italy (where the ERA-EDTA Operative Headquarters is located).

5. The English version of the text displayed on the ERA-EDTA GROUP Websites and of these Terms shall prevail.
6. The ERA-EDTA GROUP does not offer medical advice. Information in all its publications, including its website and Social Media, is of a general nature and should not be used for the diagnosis or treatment of specific individuals. The ERA-EDTA GROUP cannot engage in correspondence of any sort about such matters. The ERA-EDTA GROUP also cannot recommend or provide information about where, or from whom, to obtain healthcare services. If you have a medical problem or require medical advice, you should consult a doctor or other appropriate healthcare professional.

12. LIABILITY OF THE ERA-EDTA GROUP

1. The ERA-EDTA GROUP is the owner of the Websites/Apps and the organizer of its annual Congresses and various Meetings. It is liable within the scope of the laws of Italy. Its liability – regardless of the legal cause – is limited to cases of gross negligence and wilful misconduct.
2. All the information on the Websites/Apps have been carefully compiled. It cannot be entirely ruled out, however, that information contained on the Websites/Apps is incorrect, incomplete or outdated. The ERA-EDTA GROUP and its Providers shall not be held responsible or liable in such cases.
3. The ERA-EDTA GROUP shall not be held responsible or liable for information and prices placed on its Websites/Apps by third parties.

13. QUERIES/COMPLAINTS

In the case of queries or complaints, or if you wish to request information about the data stored about you, or if you would like to have adjustments made to your data, please contact the ERA-EDTA Headquarters at the address indicated below:

ERA-EDTA GROUP

ERA-EDTA (European Renal Association – European Dialysis and Transplant Association)

Registered Office
c/o PKF Littlejohn,
15 Westferry Circus, Canary Wharf
London E14 4HD - United Kingdom

ERA-EDTA Operative Headquarters

Via XXIV Maggio, 38
43123 Parma - Italy
Tel: +39 0521 989078
Fax: +39 0521 959242
secretariat@era-edta.org
www.era-edta.org

ERA-Eurocongress Ltd

c/o PKF Littlejohn,
15 Westferry Circus, Canary Wharf
London E14 4HD - United Kingdom
administration@era-eurocongress.eu

Euromeetings Srl

Via E. Mattei, 92
40138 Bologna – Italia
Tel: +39 051 4595092

<http://www.euromeetings.it>

amministrazione@euromeetings.it

Ultimo aggiornamento: febbraio 2019

