

Terms and Conditions of EASD e.V. for MyEASD accounts and the EASD Annual Meeting 2024

Part A: Scope

These Terms and Conditions of the European Association for the Study of Diabetes (EASD) e.V., Düsseldorf, Germany (hereinafter referred to as “EASD”, “we” or “us”), govern the registration and use of a MyEASD account as well as the registration and attendance of the EASD Annual Meeting 2024. By registering for and/or using a MyEASD account as well as by registering for and/or attending the EASD Annual Meeting 2024, the applicability of these Terms and Conditions is accepted. The person registering for and/or using a MyEASD account is hereinafter referred to as the “User”. The person registering for and/or attending the EASD Annual Meeting 2024 (in person or virtually) is hereinafter referred to as the “Attendee”. If the Attendee is accountable for the relevant charges in relation to attendance of the EASD Annual Meeting 2024, the Attendee is also referred to as the “Contract Partner”. It is possible to register a person or entity other than the Attendee as being accountable for the relevant charges in relation to attendance of the EASD Annual Meeting 2024; this accountable person or entity is hereinafter referred to as the “Contract Partner” as well.

Part B: MyEASD account

1. Nature and Purpose of a MyEASD account

MyEASD is an online portal which enables the User to file EASD membership application and renewals, to apply for EFSD Grants and Fellowships, to register for the EASD Annual Meeting 2024, to submit abstracts and proposals for the EASD Annual Meeting 2024, and to access the virtual meeting platform of the EASD Annual Meeting 2024 as well as the EASD App. The online portal can be accessed via the website www.easd.org/myeasd/home.html#home.

In order to be able to access the virtual meeting platform of the EASD Annual Meeting 2024 and to use the full capacity and all electronic features provided by EASD with regard to the EASD Annual Meeting 2024, the Attendee must create and use a personal MyEASD account.

Users can also communicate with EASD in writing or by email. However, some actions can only be performed by using the MyEASD account, in particular abstract submission for the EASD Annual Meeting 2024. Additional details can be found in the association guidelines of EASD (Vereinsordnung), if applicable.

2. Creation and use of a MyEASD account

In order to create a MyEASD account, Users must provide an email address, complete name, and a password of their choice in order to be recorded in the portal. The User is responsible to keep the access data secure to prevent misuse. The data listed above is mandatory, further personal data is voluntary.

When registering to one of EASD's activities, e.g. EASD membership or abstract submission for the EASD Annual Meeting 2024, the User will be redirected to third party websites to finalise the application. Appropriate data processing agreements have been concluded with the respective third party.

Creating and using a MyEASD account is free of charge. Applying for EASD membership triggers membership fees in accordance with the association guidelines of EASD (Vereinsordnung). Registering to the EASD Annual Meeting 2024 triggers registration fees in accordance with Part C, section 1.2, of these Terms and Conditions.

EASD will endeavour to keep the services offered on the MyEASD portal accessible at all times. However, the User has no claim to the constant and uninterrupted availability and freedom from disruption of the services. EASD also reserves the right to temporarily restrict the services of the portal if this is necessary with regard to the security and integrity of the servers or to carry out technical measures that serve the proper or improved provision of the services.

3. Termination of a MyEASD account

Each party is entitled to terminate the contract of use of the MyEASD account with one month's notice to the end of a calendar month. Any termination must be made in text form (e.g. by e-mail).

When the User no longer intends to use the portal MyEASD, a letter or email can be sent to EASD e.V., Rheindorfer Weg 3, 40591 Düsseldorf or info@easd.org. The account will then be deleted once the legal data storage period has passed, unless further storage of the MyEASD account and the user's associated data by EASD is required for other reasons (e.g. for the assertion or defence of legal claims).

The right to extraordinary termination for good cause remains reserved. If EASD becomes aware that a User has seriously violated these Terms and Conditions, EASD is entitled to block the User from further use of EASD services and to delete the User account and all associated data of the User, provided that EASD cannot reasonably be expected to continue the contractual relationship - also taking into account the interests of the User. The User concerned will be informed of this by e-mail.

A right for EASD to extraordinarily terminate the contractual relationship for good cause can also, without limitation, be given in the following situations:

- provision of false information by the User;
- commercial exploitation of the MyEASD account by the User, e.g. advertising and promotion of an entity's own products;

- material violation of applicable law, e.g. copyright law, by the User through the use of the MyEASD account;
- any activity that risks the smooth running of the MyEASD portal;

always provided that in light of the respective situation and taking into account the interests of the User, it would impose an undue burden on EASD to continue the contractual relationship.

Part C: EASD Annual Meeting 2024

1. Registration

1.1 Nature of EASD Annual Meeting 2024 and modes of attendance

The EASD Annual Meeting 2024 is a meeting for Healthcare Professionals.

Attendees of the EASD Annual Meeting 2024 may either participate in person at the respective venue or only virtually. “*In person*” refers to the type of attendance and means that the Attendee participates in being present at the respective venue. “*Virtual*” refers to the type of attendance and means that the Attendee participates via the Internet without being present at the respective venue. The registration to the EASD Annual Meeting 2024 can be done online or onsite. “*Online*” refers to the way to register and means that the Attendee registers via the Internet within the registration tool on the EASD website. “*Onsite*” refers to the way to register and means that the Attendee registers at a registration counter at the respective venue. The registration to the EASD Annual Meeting 2024 can be done as an individual Attendee or as a group.

The registration fees are based on the type of attendance (virtual/in person), the membership status (paid-up member/non-member), and the date of registration (early fee/late fee). To be entitled to register at any reduced member rate, the Attendee has to be a paid-up member of EASD before starting the online registration process; i.e. the EASD membership of the Attendee must be valid and all due member fees must be paid in full at the point in time of registering for the EASD Annual Meeting 2024.

The Attendee and the Contract Partner are obliged to provide truthful information during the registration process and in any subsequent data request; in particular, the Attendee and/or Contract Partner must ensure that the email address provided on behalf of the Attendee and/or Contract Partner is active, can be accessed, and is monitored at a reasonable frequency by the Attendee and/or Contract Partner. This also applies to the information whether the Attendee is an HCP/non-HCP (Healthcare Professional) and/or a Prescriber/non-Prescriber.

Persons under the age of 18 years will **not** be permitted to attend the EASD Annual Meeting 2024.

1.2 Registration fees

1.2.1 In person attendance (incl. access to virtual content)

Registration fees in person attendance	Early Registration (until 17 July 2024)	Late Registration (18 July - 13 September 2024)
Paid-up EASD Student Member	€ 95	€ 250
Paid-up EASD PostDoc/Fellow/Nurse Member	€ 180	€ 490
Paid-up EASD Standard Member	€ 535	€ 695
Non-Member	€ 650	€ 810

1.2.2 Virtual attendance

Registration fees virtual attendance	Early Registration (until 17 July 2024)	Late Registration (18 July - 13 September 2024)
Paid-up EASD Student Member	€ 95	€ 250
Paid-up EASD PostDoc/Fellow/Nurse Member	€ 100	€ 250
Paid-up EASD Standard Member	€ 335	€ 495
Non-Member	€ 450	€ 610

1.3 Group Registration

1.3.1 Deadline

The group registration system will close on 2 September 2024. Afterwards additional registrations can only be processed via the individual registration system or onsite at the registration counters.

1.3.2 Registration process for in person attendance

Online procedure

The Contract Partner registers Attendees for the EASD Annual Meeting 2024 using the online system on the official website www.easd.org.

Our offers are non-binding. By clicking the “**Order with costs**” button after entering the Attendee’s details into the online registration system, the Contract Partner makes a binding offer to enter into a contract with EASD. The group registration contract for the EASD Annual Meeting 2024 becomes effective with receipt of the invoice.

Until the end of early registration period on 17 July 2024, the Contract Partner may amend the list of Attendees (add/delete Attendees). After this date, the names in the account are “fixed”. The Contract Partner can still view these names in the account but further changes to the list of Attendees must be requested by email. New registrations can be added to the online group registration system until 2 September 2024.

The Contract Partner shall ensure that multiple registrations of the same Attendee are prevented. Only fully completed registrations will be accepted. Registrations must include with regard to each Attendee the name, country and a valid email address as well as the information whether the respective Attendee is a Prescriber/non-Prescriber. EASD does not accept blank registrations.

Onsite procedure

For onsite group registrations or name changes at one of the registration counters at the respective venue of the EASD Annual Meeting 2024 the Contract Partner needs to fill in the Attendee’s details and sign the provided form.

The registration fee is due immediately. Upon payment of the respective fee, the registration contract becomes effective. Invoices for onsite registrations will be issued and sent after the EASD Annual Meeting 2024.

Payment can only be made in cash (Euro) or by credit card (Visa, MasterCard or American Express).

1.3.3 Registration process for virtual attendance

Online procedure

For the online registration process please refer to section 1.3.2 – **Online procedure** – of these Terms and Conditions.

It is also possible to register online during the EASD Annual Meeting 2024. These registrations will be processed by the means of the individual registration. For the online registration process of the individual registration please refer to section 1.4.2 – **Online procedure** – of these Terms and Conditions.

1.3.4 Invoices

In case of an online registration, the Contract Partner will receive the first invoice after the early registration deadline of 17 July 2024. After this date, further invoices will be sent on a daily basis for new registrations/name changes and the late registration fees in section 1.2 apply.

Invoices are due on date of issue and payable within 14 days of the invoice date. If full payment has not been received within 14 days, EASD reserves the right to cancel the registration. Should the Attendee however be interested in attending the EASD Annual Meeting 2024, a new registration is needed. The registration fees and deadlines in sections 1.2 and 1.3.1 apply. All final payments must be received before 5 September 2024.

Once an invoice has been issued, any details e.g. the address, **cannot** be changed. In addition, 50 Euro is charged to amend/cancel an incorrect registration fee selected by the Contract Partner/Attendee. Registration fee amendments can only be processed until 22 August 2024.

1.3.5 Methods of payments

Payments can only be made in Euro. Payments should preferably be made by credit card (Visa, MasterCard or American Express).

When paying by bank transfer, bank charges are the sender's responsibility. The group number and the invoice number must be used as reference. Bank transfer payments are only possible until 22 August 2024. After this date, payments can only be made by credit card (Visa, MasterCard or American Express).

1.3.6 Confirmation

Upon receipt of payment by EASD a payment confirmation is sent via email to the Contract Partner.

In person attendance

Individual registration confirmations can be sent upon request. The Attendee's name badge will be printed onsite to access the in-person sessions.

The congress name badge must be worn at all times during the in person EASD Annual Meeting 2024. Access to the congress centre will not be granted without the official name badge. If an Attendee loses or misplaces the name badge, a handling fee of 50 Euro will be charged for a replacement badge if the Attendee does not prove that lower or no damages have been incurred. Upon handing

out a new name badge, the original badge will be de-activated and is invalid.

The name badge is not available for sharing; each Attendee must be registered to access the EASD Annual Meeting 2024.

Virtual attendance

An individual registration confirmation including the Attendee's personal login details for the EASD Annual Meeting 2024 will be sent to the Contract Partner. It is the Contract Partner's responsibility to provide the Attendees with their personal login details.

Login information is not available for sharing; each Attendee must be registered to access the EASD Annual Meeting 2024.

1.3.7 Name changes

In person attendance

Name changes for the in-person attendance of the EASD Annual Meeting 2024 of registered Attendees are possible. Corresponding requests or in case of spelling corrections of the Attendee's name an email must be sent to the group registration department: groups@easd.org.

If applicable, between 18 July and 2 September 2024 and onsite, the difference between the early and the late fee is charged (always considering the EASD membership status and the type of registration).

Virtual attendance

Name changes of Attendees registered to the virtual EASD Annual Meeting 2024 are not possible.

1.3.8 Cancellation and rebooking policy

Notwithstanding the right of consumers to withdraw from the contract according to section 2, if the contract is cancelled by the Contract Partner for reasons which EASD cannot be held responsible for, the following rules apply. For clarification: The provisions of this section 1.3.8 do not apply in case that the Contract Partner withdraws from the contract in accordance with section 2.

Cancellation requests must be sent by email to the group registration department: groups@easd.org. The Contract Partner will receive a written cancellation acknowledgement from the EASD registration department.

Cancellations before 22 August 2024 may be refunded as described in section 1.3.9.

Credit will not be given for unattended events and/or virtual sessions or early termination of the Attendee's participation.

Adjusting the type of attendance (virtual or in person) is possible. If applicable, between 18 July and 22 August 2024, the difference between the virtual and in person registration fee is charged or

reimbursed, always considering the date of the adjustment (early/late fee). Multiple adjustments to the registration regarding the type of attendance (virtual or in person) by the Attendee or the Contract Partner for reasons which EASD cannot be held responsible for, will be charged with a handling fee of 50 Euro.

1.3.9 Refunds

If the contract is cancelled by the Contract Partner in accordance with section 1.3.8, the following refund policy of EASD applies. For clarification: The provisions of this section 1.3.9 do not apply if the Contract Partner withdraws from the contract in accordance with section 2.

For cancellations received before 22 August 2024, EASD may refund the registration fee on a goodwill basis. No refund will be given for cancellations received after 22 August 2024. There are also no refunds for registrations onsite or during the EASD Annual Meeting 2024.

Refunds are granted in the event of double payment for the same invoice.

A handling fee of 50 Euro will be charged for each cancelled registration/cancelled Attendee.

All refund requests must be sent per email (groups@easd.org).

Reimbursement payments must be processed within 30 days.

1.4 Individual Registration

1.4.1 Deadline

The individual registration system will close on 13 September 2024, 15:00 hrs. CEST.

1.4.2 Registration process for in person attendance

Online procedure

Attendees or the Contract Partner register(s) for the EASD Annual Meeting 2024 using the online system on the official website www.easd.org. Our offers are non-binding. By clicking the “**Order with costs**” button after entering the Attendee’s details into the online registration system, the Attendee or Contract Partner completes the registration process and makes a binding offer to enter into a contract with EASD. Only fully completed registrations will be accepted. Registrations must include the name, country, and a valid email address of the respective Attendee as well as the information whether the Attendee is a Prescriber/non-Prescriber. EASD does not accept blank registrations.

Onsite procedure

For onsite registrations at one of the onsite registration counters at the respective venue of the EASD Annual Meeting 2024, the Attendee or Contract Partner needs to fill in and sign the provided form. The registration fee is due immediately. Upon payment of the respective fee, the registration contract becomes effective. Invoices for onsite registrations will be issued and sent after the EASD

Annual Meeting 2024.

Payment can only be made in cash (Euro) or by credit card (Visa, MasterCard or American Express).

There is **no right of withdrawal and no possibility for cancellation** for onsite registrations. In this case section 2 does **not** apply.

1.4.3 Registration process for virtual attendance

Online procedure

For the online registration process please refer to section 1.3.2 – **Online procedure** – of these Terms and Conditions.

It is also possible to register online during the EASD Annual Meeting 2024. In this case the following applies:

The registration fee is due immediately. Upon receipt of a confirmation of payment, the registration contract for a registration during the EASD Annual Meeting 2024 becomes effective and the Attendee's personal login details will be forwarded via email. Payment can only be made in Euros and via credit card (Visa, MasterCard or American Express).

The full price for virtual attendance in accordance with section 1.2.2 will be due even if, at the point in time of registration, the EASD Annual Meeting 2024 has already started, and some virtual sessions cannot be attended anymore by the Contract Partner. EASD will diligently process any registration for virtual attendance during normal office hours (9.00 h to 17.00 hrs. CEST). However, EASD does not assume any liability for missed virtual sessions, due to the time of the registration process, unless EASD does not act with reasonable care.

1.4.4 Invoice

The Attendee or Contract Partner will automatically receive a generated invoice that confirms completion of the registration process. The individual registration contract for the EASD Annual Meeting 2024 (except for registrations onsite and during the EASD Annual Meeting 2024) becomes effective with receipt of the invoice. Invoices are due on date of issue and payable within 14 days of the invoice date.

If full payment has not been received within 14 days, EASD reserves the right to cancel the registration. Should the Attendee however be interested in attending the EASD Annual Meeting 2024, a new registration is needed. The registration fees and deadlines in sections 1.2 apply.

1.4.5 Methods of payments

In principle, payment can only be made in Euros. Payment should preferably be made by credit card (Visa, MasterCard or American Express).

When paying by bank transfer, bank charges are the sender's responsibility. The family name and

the invoice number of the Attendee must be used as reference. Bank transfer payments are only possible until 22 August 2024. After this date, payments can only be made by credit card (Visa, MasterCard or American Express).

Payments are not transferable to another registration.

1.4.6 Confirmation

Upon receipt of payment a registration confirmation is sent by email.

In person attendance

The registration confirmation includes the Attendee's personal QR-Code voucher for printing the name badge onsite to access the in-person sessions.

The congress name badge must be worn at all times during the in person EASD Annual Meeting 2024. Access to the congress centre will not be granted without the official name badge. If an Attendee loses or misplaces the name badge, a handling fee of 50 Euro will be charged for a replacement badge if the Attendee does not prove that lower or no damages have been incurred. Upon handing out a new name badge, the original badge will be de-activated and is invalid.

The name badge is not available for sharing; each Attendee must be registered to access the EASD Annual Meeting 2024.

Virtual attendance

The registration confirmation includes the Attendee's personal login details for the virtual EASD Annual Meeting 2024.

Login information is not available for sharing; each Attendee must be registered to access the EASD Annual Meeting 2024.

1.4.7 Name changes

All registrations and payments are personal, in the name of the initial booking, and therefore not transferable, i.e. name changes are not possible.

1.4.8 Cancellation and rebooking policy

Notwithstanding the right of consumers to withdraw from the contract according to section 2, if the contract is cancelled by the Attendee or the Contract Partner for reasons which EASD cannot be held responsible for, the following rules apply. For clarification: The provisions of this section 1.4.8 do not apply in case that the Contract Partner withdraws from the contract in accordance with section 2.

Cancellation requests must be sent by email: registration@easd.org

The Attendee or Contract Partner will receive a written cancellation acknowledgement from the EASD registration department.

Cancellations before 22 August 2024 may be refunded as described in section 1.4.9.

Credit will not be given for unattended events and/or virtual sessions or early termination of the Attendee's participation.

Adjusting the type of attendance (virtual or in person) is possible until 22 August 2024. If applicable, the difference between the virtual and in person registration fee is charged or reimbursed, always considering the date of the adjustment (early/late fee). Multiple adjustments to the registration regarding the type of attendance (virtual or in person) by the Attendee or the Contract Partner for reasons which EASD cannot be held responsible for, will be charged with a handling fee of 50 Euro.

1.4.9 Refunds

If the contract is cancelled by the Attendee or the Contract Partner in accordance with section 1.4.8, the following refund policy of EASD applies. For clarification: The provisions of this section 1.4.9 do not apply if the Contract Partner withdraws from the contract in accordance section 2.

For cancellations received before 22 August 2024, EASD may refund the registration fee on a goodwill basis. No refund will be given for cancellations received after 22 August 2024. There are also no refunds for registrations onsite or during the EASD Annual Meeting 2024.

A handling fee of 50 Euro will be charged for each cancelled registration.

All refund requests must be sent per email (registration@easd.org).

This shall not affect reimbursements after the Attendee or Contract Partner has exercised their statutory right of withdrawal.

Reimbursement payments must be processed within 30 days.

2. Right of withdrawal for consumers

The following right of withdrawal exists **only** for Contract Partners who are consumers and have registered online for the EASD Annual Meeting 2024. Consumers are all natural persons who wish to register and/or to attend the EASD Annual Meeting 2024 for purposes that cannot be attributed primarily to their commercial or self-employed professional activity.

This means that the right of withdrawal in particular **neither** exists for Healthcare Professionals who register for the EASD Annual Meeting 2024 primarily with regard to their commercial or self-employed professional activity **nor** for legal entities of the private sector (e.g. companies of the pharmaceutical industry) **nor** for corporations or institutions under public law (e.g. universities, public research institutes).

A right of cancellation for consumers furthermore does **not** exist, or it might prematurely expire in the following contracts:

- Contracts for the provision of services in the field of accommodation for purposes other than

sustained habitation, transport of goods, car rental, supply of food and beverages and other recreational activities, if the contract provides for a specific date or period (§ 312g para. 2 sentence 1 no. 9 BGB). This means that, to the extent that EASD offers services in the field of leisure activities, namely tickets for events, there is **no** right of cancellation. Each such order of tickets is thus binding immediately after confirmation by EASD, and the consumer is obliged to accept and pay for the ordered tickets.

In addition, the following applies to contracts with consumers:

Notification of right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without having to state a reason. The withdrawal deadline is fourteen days from the day of the conclusion of the contract.

In order to exercise the right of withdrawal, you must inform us

EASD e.V.
Registration Dept.
Rheindorfer Weg 3
40591 Düsseldorf
Germany
Phone: +49-211-758469-0
Email: registration@easd.org

about your decision to withdraw from the contract by means of a clear declaration (e.g. by postal letter or email). For this purpose, the attached Sample Declaration of Withdrawal can be used, which however is not mandatory. We will immediately send you a confirmation of receipt of such a withdrawal (e.g. by email).

The withdrawal deadline is deemed to be met when the notification of the exercise of the right of withdrawal is sent prior to the expiry of the withdrawal deadline.

Consequences of withdrawal

If you withdraw from the contract, we will refund all payments we received from you, including shipment costs (except for additional costs arising when you choose a way of delivery other than the most cost-efficient standard delivery offered by us) immediately and at the latest within fourteen days from the day we received the notification of withdrawal from this contract. The repayment will be made using the same payment method that you used for the original transaction, unless otherwise explicitly agreed with you; under no circumstances will you be charged fees for this repayment. If you demanded performance of services to commence during the withdrawal deadline, you shall owe us a suitable sum, corresponding to the services performed up to the moment you notify us that you are exercising your right to withdraw, in proportion to the total extent of the services provided for in the present agreement.

Sample Declaration of Withdrawal

If you wish to withdraw from the contract, please complete and return this form to:

EASD e.V., Rheindorfer Weg 3, Registration Dept., 40591 Düsseldorf, Germany,
Email: registration@easd.org

I/We (*) hereby withdraw from the contract which I/we (*) concluded for the purchase of the following:

- Goods*/the performance of the following services*:
- Ordered on*/received on*:
- Name of the consumer(s):
- Address of the consumer(s):

Date: _____

Signature of the consumer(s): _____
(only for notification on paper)

* Please delete as appropriate.

End of Sample Declaration of Withdrawal

End of Notification of right of withdrawal

3. Use of Registrations

Upon request, EASD may share with the Contract Partner the activation and use of registrations covered by the group / third party registration of the Contract Partner. EASD reserves the right to make this information available on a voluntary basis without granting the Contract Partner a claim to it. The Contract Partner shall safeguard that the transfer of such data from EASD to the Contract Partner as well as any further processing of such data comply with all applicable data privacy laws and regulations, in particular with the EU General Data Protection Regulation, and shall upon request submit a written documentation supporting such compliance to EASD.

4. Letter of invitation

An official “Letter of Invitation” from EASD is available via the MyEASD account of the contract partner to assist in person Attendees in obtaining a travel visa. This document does not imply any commitment on the part of EASD to waive the registration fee or provide financial support.

EASD can issue a “Letter of Invitation” only for registered Attendees who have paid their registration fee in full. If your visa application is declined – for whatever reason – EASD cannot be held liable for any incurred expenses, especially, but not limited to, registration fees, accommodation and travel costs or financial losses.

Please check with your local embassy what documents are needed to apply for the respective visa.

5. Fraudulent usage

It is strictly **not** permitted to amend, copy or edit any document issued by EASD. To do so will result in legal action taken by EASD.

6. Modification of the programme

EASD will make all efforts to adhere to the programme advertised. However, EASD and its agents reserve the right to alter, replace or cancel, without prior notice, any of the speakers or arrangements announced, provided that the overall character of the event remains unaffected. EASD will inform the Attendees to that effect as soon as possible by publishing details of the modification on the website. If those modifications are caused by any factor outside of the reasonable control and the responsibility of EASD (e.g. a speaker is suddenly prevented from speaking), EASD will not be liable for any loss or inconvenience caused as a result of such modifications.

7. Cancellation of the EASD Annual Meeting 2024

EASD reserves the right to withdraw from the contract in whole or in part and to cancel the EASD Annual Meeting 2024 if the performance of the same is impossible due to force majeure or other unforeseen incidents outside its responsibility including, without limitation, strike, lock-out, natural disasters, terrorism, riots, war, disorder, epidemics, pandemics, and acts of public authorities for which EASD is not responsible. EASD will inform the Attendees to that effect as soon as possible.

In this case, EASD cannot be held liable by the Attendee or the Contract Partner for any damages, costs, or losses incurred, especially but not limited to costs for additional orders, financial losses, expenses and costs for travel, accommodation, quarantine, medical treatment, medication and testing regulations etc. The limitation of liability according to Part D, section 1, remains unaffected.

Under these circumstances, EASD will refund the registration fee.

8. Preventive measures with regard to epidemics and pandemics

EASD is entitled to order appropriate preventive measures and prescribe rules of conduct to meet health-related requirements, in particular with regard to epidemics and pandemics including, but

not limited to, COVID-19. This applies in particular to measures imposed by law or recommended by government authorities or institutions, such as e.g. the Robert-Koch-Institute.

EASD reserves the right to request the provision of relevant personal data for infection prevention and contact tracing, proof of the implementation of appropriate infection protection measures and cooperation in health checks to an appropriate extent.

Attendees must comply with the corresponding instructions of EASD. EASD is entitled to make the stay on the event site dependent on compliance with its instructions, provided that the exclusion from the event site is not disproportionate in the individual case and the preventive measures do not appear unreasonable with regard to the health risks imposed by the respective pandemic or epidemic. If EASD makes use of its right of exclusion, a claim for (renewed) admission is excluded.

EASD points out that even if an appropriate protection and hygiene concept is fully implemented and all appropriate hygiene measures are observed, infections cannot be completely ruled out.

9. Services EASD offers in the context of the EASD Annual Meeting 2024

9.1 Services for in person attendance

With in person participation, the Attendee receives admission to the Scientific Programme and the Industry Exhibition at the respective venue as well as the Virtual Meeting Platform (incl. live and on demand sessions, industry content). Depending on the Attendee's status (Prescriber/non-Prescriber), there may be restrictions on these services.

The name badge and all other conference material will be distributed onsite. The virtual access will be granted for the duration of the meeting as well as the following four weeks after the meeting.

9.2 Services for virtual attendance

With virtual participation, the Attendee receives admission to the Virtual Meeting Platform (incl. live and on demand sessions, industry content). Depending on the Attendee's status (Prescriber/non-Prescriber), there may be restrictions on these services.

The personalised login details will be distributed via email. The virtual access will be granted for the duration of the meeting as well as the following four weeks after the meeting.

9.3 Requirements and accessibility

In person attendance

The use of the services available in the context of the in person EASD Annual Meeting 2024 requires the creation of a MyEASD account as User and the registration as in person Attendee of the EASD Annual Meeting 2024 according to Part C, sections 1.3.2 or 1.4.2. EASD then provides access to the in person EASD Annual Meeting 2024 and related services using the personalised name badge. The Attendee has access to the venue during the EASD programme times which can be found on the official website www.easd.org.

Virtual attendance

The use of the services available in the context of the virtual EASD Annual Meeting 2024 requires the creation of a MyEASD account as User and the registration as Attendee of the EASD Annual Meeting 2024 according to Part C, sections 1.33 or 1.4.3. EASD then provides access to the virtual EASD Annual Meeting 2024 and related services for use via the Internet using the personalised login details. The Attendee has 24 hours a day access to the virtual EASD Annual Meeting 2024, seven days a week during the meeting period and up to four weeks after the meeting. Due to the time differences and legal compliance, some offers are not 24 hours a day available.

9.4 Technical requirements for virtual attendance

The Attendees must ensure at their own expenses that they meet the technical requirements necessary for the participation in the virtual EASD Annual Meeting 2024. The Contract Partner is responsible that the Attendee is aware of the following requirements and recommendations to support access to the virtual EASD Annual Meeting 2024.

In addition to the necessary hardware, the following requirements will be needed:

- a stable Internet connection with a minimum of 5 MBits (data speed) to follow the online programme,
- a browser in an up-to-date version, e.g. Chrome, Firefox or Safari.

EASD recommends the participation via PC/MAC Computers. In order to be able to use all features of the virtual EASD Annual Meeting 2024 in the best way, EASD recommends a resolution of Full HD 1920x1080 pixels or higher.

Cookie and Pop-Up blocking measures may lead to problems. On smartphone/tablet devices only basic viewing features are being supported. Apple Devices with third party browsers are not recommended.

EASD is not responsible if Attendees are unable to successfully access the virtual EASD Annual Meeting 2024 if they do not fulfil the technical requirements.

9.5 Precautions

EASD takes appropriate precautions against data loss and to prevent unauthorised access by third parties to the data stored in the context of the EASD Annual Meeting 2024 and has in this regard concluded the appropriate data processing agreements. Detailed rules for the processing of data are set down in EASD's Privacy Policy which is published on <https://www.easd.org/easd/privacy-policy.html>

Furthermore, EASD's Code of Conduct (CoC) can be viewed on the website which respects the UN Declaration of Human Rights, the declarations of Helsinki and Geneva, and which is harmonised with the CoC developed by All European Academies (ALLEA).

EASD reserves the right to carefully review and, if necessary, waive the signing of any other conflicting data processing agreement, code of conduct or similar compliance document which may be requested by the Attendee and/or the Contract Partner.

9.6 Scope of functions

The scope of functions and services provided by EASD in the context of the EASD Annual Meeting 2024 is known to the Attendee and otherwise results from these Terms and Conditions, in particular, but not limited to, the services as described in sections 9.6.1 – 9.6.5.

9.6.1 Access to presentations

In the EASD Annual Meeting 2024 the Attendee can access presentations. In case of virtual participation, the Attendee can access these presentations as live stream or on-demand content. In case of in person participation, EASD reserves the right to conduct entry checks by scanning the name badge. The following data can be retrieved: First name(s), last name(s), city and country, profession, exhibitor/non-exhibitor, HCP/non-HCP (Healthcare Professionals), prescriber/non-prescriber, area of interest and the Attendee's e-mail address.

9.6.2 Personalised and interactive elements in the area of the virtual EASD Annual Meeting 2024

EASD provides the Attendee with the opportunity to have personalised information displayed and to engage interactively in the virtual EASD Annual Meeting 2024 with or via the respective website and/or related services, e.g. through chat functions or alike.

To be able to display personalised information tailored to each Attendee of the virtual EASD Annual Meeting 2024 and to offer interactive elements (e.g. chat function, etc.) as well as certificates based on the Attendees participation, the following data can be collected within the scope of tracking: IP address/s, country, region, MAC address/s, device ID/s, hard and soft keyboard events in public areas, device specification, full name, registration information, EASD membership status, HCP/non-HCP (Healthcare Professionals), Prescriber/non-Prescriber, creatives (images, etc.), behavioural data like time and duration on the platform, sessions and/or presentations viewed (live and on-demand), viewing duration, interaction in mass events (ONLY applicable for open public events), attendance, personal programme, personal input (topics, keywords, preferences) etc.

9.6.3 Evaluation

The Attendee can rate sessions or relevant content and fill out surveys for this purpose.

9.6.4 Certificates

Certification will be available online via the Attendee's MyEASD account after the EASD Annual Meeting 2024. EASD will monitor the Attendee's virtual and in person presence and issue certificates based on the attendance time. It will be mandatory to complete the congress evaluation survey to receive certification.

More detailed information on the certification process/criteria will be provided on the EASD's homepage www.easd.org.

EASD does not share the Attendee`s certificate(s) with any third party, not even the sponsor of the registration.

9.6.5 Access to virtual industry content and in person Industry Exhibition

EASD provides the possibility to access industry content and the in person Industry Exhibition. The aforementioned is organised by INTERPLAN AG, which is responsible for all related events, presentation sessions, possible participation requirements e.g., HCP/non-HCP (Healthcare Professionals) and/or Prescriber/non-Prescriber etc. and processes all data required in this context.

Due to legal regulations, access to the in person Industry Exhibition is generally restricted to Healthcare Professionals.

9.7 Third party services

The services available in the context of the EASD Annual Meeting 2024 may include third party services to which EASD only provides access. The use of such services - which are marked as third-party services - may be subject to different or additional regulations to which the respective third party will refer you. The Attendee`s data will only be transferred to third parties within the scope of contract fulfilment, but not for advertising purposes.

Part D: General Provisions

1. Limitation of liability

1.1 General limitation of liability

EASD is liable without restriction under the Product Liability Act, for intentional or gross negligently caused damages, fraudulent concealment of defects and for damages resulting from injury to life, body or health caused by EASD, its legal representatives or vicarious agents.

Furthermore, EASD is liable if and insofar as it has issued a guarantee and this guarantee is violated caused by EASD, its legal representatives or vicarious agents.

In the case of simple negligent violation of essential contractual obligations, EASD shall be liable – if no liability has already been granted in accordance with the above provisions – only limited to the replacement of the foreseeable and contract-typical damage. Essential contractual obligations are all obligations whose fulfilment is a prerequisite for the performance of the contract, and on the fulfilment of which the Submitter regularly relies and is entitled to rely.

If and insofar as liability of EASD has not arisen according to the above provisions, EASD's liability in cases of ordinary negligence is excluded.

The above limitation and exclusions of liability under this Section 1.1 also apply with regard to the

liability of EASD for its legal representatives and vicarious agents as well as the personal liability of the legal representatives and vicarious agents of EASD.

1.2 Limitation of liability in the area of the virtual EASD Annual Meeting 2024

Notwithstanding the provisions of section 1.1, the following additional limitation of liability applies in the area of the virtual EASD Annual Meeting 2024:

Liability is excluded for minor or short-term impairments of the virtual participation in the congress which only represent an insignificant reduction in the services owed.

EASD is not liable for the failure of technical systems or other services of third parties who are not vicarious agents of EASD. This applies in particular to data transmission via the Internet from the data transfer point to the Attendee's systems. The data transfer point is the router output of the EASD server, i.e. the data is held ready on the EASD server for retrieval via the Internet. It is not possible for EASD to influence data traffic outside its own communication network. Successful forwarding of information from or to the Attendee's computer retrieving the content is therefore not owed.

Furthermore, EASD is not liable if and to the extent that damages are caused by the Attendee unlawfully processing personal data or committing other data protection violations, not taking or not complying with reasonable and necessary security precautions (for example, the appropriate and up-to-date protection of passwords, no firewalls, virus protection programs on their own systems, etc.) or not operating appropriate hardware and software equipment that meets current requirements. Hardware and software that meets the requirements of the current Microsoft Windows operating system or its previous version shall be deemed to meet the current requirements; in addition, please refer to the requirements set out in Part C, section 9.4.

1.3 Limitation of liability in the area of the in person EASD Annual Meeting 2024

Notwithstanding the provisions of section 1.1, the following additional limitation of liability applies in the area of the in person EASD Annual Meeting 2024:

EASD points out that its services do not comprise to safeguard items brought to the EASD Annual Meeting 2024 by the Attendee against loss or damage. EASD does not provide lockers or other storage facilities. Any liability of EASD for loss of or damage to such items, which is caused by no fault of EASD, its legal representatives or its vicarious agents, is excluded.

2. Data protection

EASD processes the Attendee's and Contract Partner's personal data according to applicable data protection laws and EASD's Privacy Policy. Detailed rules for the processing of user data are laid down in EASD's Privacy Policy which is published on <https://www.easd.org/easd/privacy-policy.html>.

3. Applicable law and jurisdiction

The law of the Federal Republic of Germany shall apply to the exclusion of the German choice of law rules and of the UN Convention on Contracts for the International Sale of Goods. Regardless of the above provision on choice of law, consumers who habitually reside outside the Federal Republic of Germany may, however, always rely on the protection of provisions from which, according to the law of the country in which they have their habitual residence, no deviation may be made by agreement; this does not apply if a contract for the provision of services is concluded according to which the services to be provided to the consumer must be provided exclusively with the Federal Republic of Germany

The sole fulfilment location for delivery, service and payment is Düsseldorf, Germany, provided that the Attendee or Contract Partner is an entrepreneur, a legal entity under public law or a special fund under public law.

If the Attendee or Contract Partner is an entrepreneur, legal entity under public law or special fund under public law with residence (e.g. head office, head office, main branch etc.) in the Federal Republic of Germany, the exclusive (including international) place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Düsseldorf, Germany. EASD is also entitled to sue the Attendee and the Contract Partner in any case at their general place of jurisdiction.

4. Miscellaneous

All communications by the Attendee and the Contract Partner vis-à-vis EASD in relation to the MyEASD account and/or the EASD Annual Meeting 2024 must be delivered in English.

The EU Commission provides the option of using a complaints procedure for online dispute resolution for consumers on the website <http://ec.europa.eu/consumers/odr>. We are not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board.

All references to a date or a deadline, mentioned in this and other conference documents, refer to the Central European Summer Time Zone (CEST), unless specifically provided for otherwise.