

Terms and Conditions EASD e.V. for the virtual Annual Meeting 2020

1. Scope

These Terms and Conditions apply to each attendee (hereinafter referred to as “attendee”) registering for the virtual Annual Meeting and to the individual person or the company who enters into a contract (hereinafter referred to as “contract partner”) with the European Association of the Study of Diabetes e.V. (hereinafter referred to as “EASD”) for their own or on behalf of an attendee. Attendee means any individual person who receives the personalised login details (access) for the virtual Annual Meeting. These Terms and Conditions also apply to any user (hereinafter referred to as “User”) of a MyEASD account.

These Terms and Conditions apply to consumers as well as contractors, unless otherwise stated in the relevant paragraph.

2. Subject

These Terms and Conditions contain regulations for the MyEASD account as well as for the registration to the virtual Annual Meeting 2020.

The MyEASD account is an online portal which enables users to process membership application/renewal, registration to the EASD Annual Meeting and postgraduate courses, applying for EFSD Grants and Fellowships, Abstract Submission to the EASD Annual Meeting and to access the virtual Annual Meeting 2020 as well as the EASD WebApp. The online portal can be accessed via the website www.easd.org/myeasd/home.html#home.

The registration to the virtual Annual Meeting 2020 can be done as an individual attendee or as a group. In order to be able to login to the virtual Annual Meeting 2020 and to use the full capacity/all features of the virtual Annual Meeting, the attendee must create/use his/her personal MyEASD account. In the following, the respective sections for individual or group registration of these Terms and Conditions shall apply as appropriate.

3. MyEASD account

3.1 Use of the MyEASD account

If the user intends to access the portal MyEASD, an email address, complete name and a password of his/her choice must be recorded in the portal. The user is responsible to keep his/her 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, Abstract Submission, the user will be redirected to third party websites to finalise the application. Appropriate data processing agreements have been concluded.

Creating and using a MyEASD account is free of charge. To apply for membership triggers membership fees in accordance with the additional Association Guidelines (Vereinsordnung). To register to the virtual Annual Meeting triggers registration fees in accordance with section 4.1 of these Terms and Conditions.

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 registering for the virtual Annual Meeting 2020, applying for EFSD Grants and Fellowships or Abstract Submission for the EASD Annual Meeting. Details can be found in the Association Guidelines (Vereinsordnung).

3.2 Termination of the MyEASD account

When the user no longer intends to use the portal MyEASD, a letter or email can be sent to secretariat@easd.org. The account will then be deleted once the legal data storage period has passed.

EASD reserves the right to block an account should improper, fraudulent usage of the MyEASD account be apparent. Especially but not limited to:

- Commerical exploitation of the account e.g. advertising and promotion of an entity's own product,
- Violation of applicable law e.g. copyright law,
- Any activity that risks the smooth running of the MyEASD portal.

4. Registration 2020

4.1 Registration fees and deadlines 2020

Registration Fees:	
Paid-up Member of EASD	70 Euro
Non-Member	150 Euro

To be entitled to register at the reduced member rate, the attendee has to be a paid up (active) member of EASD before starting the registration process. Membership must be valid at the time of the virtual Annual Meeting.

The group registration system will close on **14 September 2020, 23:59 CET**. Afterwards additional registrations can only be processed via the individual registration system.

The individual registration system will close on **25 September 2020, 13:59 CET**.

4.2 Group registration

4.2.1 Registration process

The contract partner registers attendees for the virtual Annual Meeting using the online system on the official website www.easd.org.

Our offers are non-binding. By clicking the **Save** 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. Registrations can be entered into the contract partner's group account until 14 September 2020. After this date, the online Group account will be closed and any further registrations need to be entered via the individual registration system which remains open until 25 September 2020. The contract partner shall ensure that multiple registrations of the same attendee are prevented. Only fully completed registrations will be accepted. Registrations must include the name of the attendee; EASD does not accept blank registrations.

For the duration of the meeting as well as the following four weeks after the meeting, attendees receive exclusive access to the virtual Annual Meeting including the Scientific Programme with personalised services and interactive features. In addition, they receive access to the virtual Industry Hub and Symposia.

Children under the age of 18 will **not** be permitted to access the virtual Annual Meeting.

4.2.2 Invoice

The group registration contract for the virtual Annual Meeting becomes effective with receipt of the invoice. Unless otherwise requested, invoices will be sent on a weekly basis.

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 virtual Annual Meeting, a new registration is needed. The registration fees and deadlines in section 4.1 apply. All final payments must be received before 14 September 2020.

Once an invoice has been issued, any details e.g. the address, **cannot** be changed.

4.2.3 Methods of payments

Payments can only be made in Euro. 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 group number and the invoice number must be used as reference. Bank transfer payments are only possible until 31 August 2020. After this date, payments can only be made by credit card (Visa, MasterCard or American Express).

Cheques are not accepted.

4.2.4 Confirmation

Upon receipt of payment a confirmation is sent by email to the contract partner. An individual registration confirmation including the attendee's personal login details for the virtual Annual Meeting will be sent to the contract partner. It is the contract partner's responsibility to provide the attendees with their personal login details.

Please note that login information is not available for sharing; each attendee must be registered to access the virtual Annual Meeting.

4.2.5 Name change

All registrations are personal, in the name of the initial booking, and therefore not transferable, i.e. name changes are not possible. In case of spelling corrections of the attendee's name an e-mail must be sent to the Group Registration Department: groups@easd.org

4.2.6 Cancellation policy

If the contract is cancelled by the attendee or the contract partner for reasons which EASD cannot be held responsible for, the following applies:

Cancellation requests must be sent by email to the Group Registration Department. You will receive a written cancellation acknowledgement from the EASD Registration Department.

Cancellations are **not** refundable as described in section 4.2 – 4.2.7. Credit will not be given for unattended virtual sessions or early termination of the attendee's participation.

4.2.7 Refunds

There are **no** refunds for cancellations as described in section 4.2 – 4.2.6.

Refunds are only granted in the event of double payment for the same invoice. All refund requests must be sent per email (groups@easd.org).

Reimbursement payments must be processed within 30 days.

4.3 Individual Registration

4.3.1 Registration process

Attendees or the contract partner register(s) for the virtual Annual Meeting using the online system on the official website www.easd.org. Our offers are non-binding. By clicking the **Finish Registration** 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. Registration must include the name of the attendee; EASD does not accept blank registrations.

For the duration of the Meeting as well as the following four weeks after the Meeting, attendees receive exclusive access to the virtual Annual Meeting including the Scientific Programme with personalised services and interactive features. In addition, they receive access to the virtual Industry Hub and Symposia.

Children under the age of 18 will **not** be permitted to access the virtual Annual Meeting.

4.3.2 Registration during the virtual Annual Meeting

It is also possible to register during the virtual Annual Meeting 2020. In this case the following applies:

For the registration process and the registration fees please refer to section 4.1 and 4.3 – 4.3.1 of these Terms.

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

EASD does not assume any liability or responsibility for missed events when registering during a virtual Annual Meeting.

There is **no right of withdrawal and no possibility for cancellation** for registrations during the virtual Annual Meeting. In this case section 4.3 – 4.3.9 does not apply.

4.3.3 Invoice

The attendee or contract partner will receive an automatically generated invoice that confirms completion of the registration process. The individual registration contract for the virtual Annual Meeting (except for registrations during the virtual Annual Meeting) 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 virtual Annual Meeting, a new registration is needed. The registration fees and deadlines in section 4.1 apply.

4.3.4 Methods of payments

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 31 August 2020. After this date, payments can only be made by credit card (Visa, MasterCard or American Express).

Cheques are not accepted.

4.3.5 Confirmation

Upon receipt of payment a registration confirmation is sent by email (incl. the attendee's personal login details for the virtual Annual Meeting).

Please note that login information is not available for sharing; each attendee must be registered to access the virtual Annual Meeting.

4.3.6 Name change

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

4.3.7 Cancellation policy

If the contract is cancelled by the attendee or the contract partner for reasons which EASD cannot be held responsible for, the following applies:

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

You will receive a written cancellation acknowledgement from the EASD Registration Department.

Cancellations are **not** refundable as described in section 4.3 – 4.3.8. Credit will not be given for unattended virtual sessions or early termination of the attendee's participation.

This shall not affect the statutory right of withdrawal to which consumers are entitled.

4.3.8 Refunds

There are **no** refunds for cancellations as described in section 4.3 – 4.3.7. There are also **no** refunds for registrations during the virtual Annual Meeting.

This shall not affect reimbursements after the attendee or contract partner has exercised his/her statutory right of withdrawal.

4.3.9 Right of withdrawal for 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
Fax: +49-211-758469-25
Email: registration@easd.org

about your decision to withdraw from the contract by means of a clear declaration (e.g. by postal letter, fax or email). For this purpose, the attached withdrawal template form can be used, which however is not prescribed.

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 are bound to refund any payments including delivery costs (with exception of additional delivery costs, should the choice of delivery be higher than the standard offer) that we have received from you promptly and at the latest within fourteen days after we receive your notification of withdrawal. We will apply the same method to refund your money that you used for the original transaction, unless we have explicitly arranged otherwise with you. Under no circumstances will the refund entail additional charges for you. If you required 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.

Template Withdrawal Form

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

EASD e.V., Rheindorfer Weg 3, Registration Dept., 40591 Düsseldorf, Germany, Fax: +49-211-758469-25,
Email: registration@easd.org

I/We (*) hereby withdraw from the agreement 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.

4.4 Technical Requirements needed

The attendee's must ensure at their own expenses that they meet the technical requirements necessary for the participation in the virtual Annual Meeting. The contract partner is responsible that the attendee is aware of the following requirements and recommendations to support access to the virtual Annual Meeting.

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 Annual Meeting 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.

For presenters and chairs it is mandatory to connect through desktop computers or notebooks with plugged in power supply.

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

4.5 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.

4.6 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 immediately 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.

4.7 Cancellation of the virtual Annual Meeting

EASD reserves the right to withdraw from the contract in whole or in part and to cancel the virtual Annual Meeting 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, pandemics and acts of public authorities. 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, such as costs for additional orders, financial losses, etc. caused by the slight negligence of EASD, its legal representatives or vicarious agents. Apart from that, the limitation of liability according to section 6 remains unaffected.

Under these circumstances, EASD will refund the registration fee but reserves the right to deduct any costs from the registration fee which have already been incurred for the organisation of the virtual Annual Meeting and which cannot be recovered from third parties.

5. Services EASD offers in the context of the virtual Annual Meeting

5.1 Requirements

The use of the services available in the context of the virtual Annual Meeting require the creation of a MyEASD account as user and the registration as attendee of the virtual Annual Meeting. EASD then provides access to the virtual Annual Meeting and related services for use via the Internet using the personalised login details.

5.2 Accessibility

The attendee has access to the virtual Annual Meeting 24 hours a day, seven days a week during the event period and up to four weeks thereafter (hereinafter referred to as "operating time"). Due to the time differences and legal compliance, some offers are not 24 hours a day available.

5.3 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 virtual Annual Meeting. 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>

5.4 Scope of functions

The scope of functions and services provided by EASD in the context of the virtual Annual Meeting is known to the attendee and otherwise results from this Terms and Conditions, in particular, but not limited to, the following services:

5.4.1 Access to presentations

In the virtual Annual Meeting the attendee can access virtual presentations.

5.4.2 Personalised and interactive elements

EASD provides the attendee with the opportunity to have personalised information displayed and to engage interactively in the virtual Annual Meeting 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 Annual Meeting and to offer interactive elements (e.g. chat function, etc.), the following data must 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, 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.

5.4.3 Evaluation

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

5.4.4 Meeting schedule and further interaction

EASD offers a live program including abstracts, general useful information as well as the possibility to interact with other participants of the virtual Annual Meeting via network and live commentary functionalities.

5.4.5 Certificates

The virtual Annual Meeting is currently under review process for accreditation with the European Accreditation Council for Continuing Medical Education (EACCME). EACCME has recognition agreements with USA and Canada for ECMEC conversion. EASD will monitor the attendee's online presence and issue CME certificates based on the time spent viewing the programme online from 22 to 25 September 2020. The attendees will need to complete a post event survey to download their CME certificates.

For a Certificate of Attendance, the attendees will need to complete a post event survey to download their Certificate.

To be able to issue CME certificates, the following data must be collected within the scope of tracking: First and last name, IP-address, date and time of login to the virtual Annual Meeting, duration of stay on the website, the type of session.

5.4.6 Access to the virtual Industry Exhibition

EASD provides the possibility to access the virtual Industry Exhibition. This virtual Industry Exhibition is organised by INTERPLAN AG, which is responsible for all related events, presentation sessions etc. and processes all data required in this context. During the transition to the virtual Industry Exhibition, the authorisation to access this virtual Industry Exhibition is verified and this and the data of the respective visitor are transmitted to the organiser INTERPLAN AG.

5.5 Third party services

The services available in the context of the virtual Annual Meeting may include third party services to which the 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.

5.6 Allowance to transfer data

EASD allows attendees to transfer their data to third parties, such as other attendees or cooperation partners of EASD in a very convenient manner. The transfer of user data to third parties otherwise occurs on a case-by-case basis and always and exclusively only after the attendee has expressly agreed to the transfer of data.

5.7 Type of data

If an attendee agrees to share data with a cooperation partner or for example at a virtual Industry Exhibition booth the following data can be retrieved: first name(s), last name(s), city and country, profession, area of interest as well as the attendee's e-mail address.

6. Limitation of liability

Liability is excluded for minor or short-term impairments of the virtual participation in the congress. Furthermore, EASD does not accept any liability for disruptions, errors, delays or other impediments to performance that occur during the transmission of content via the Internet, except in cases of intent or gross negligence. Likewise, EASD assumes no liability for access and availability of the Internet or for consequences of limited availability - of whatever kind and for whatever reason.

Beyond that EASD is liable without restriction for any damage arising from loss of life, personal injury or illness caused by EASD, its legal representatives or vicarious agents.

In the event of any other damage caused by EASD, its legal representatives or vicarious agents, liability is limited to intentionally or grossly negligent conduct.

The above does not apply to claims relating to breaches of fundamental contract obligations. Fundamental contract obligations are those the performance of which is essential to the contract and on which the user may rely. In the event of a breach of fundamental contract obligations caused by the slight negligence of EASD, its legal representatives or vicarious agents, EASD's liability for all damage is limited to the foreseeable damages typical of the contract.

7. Applicable law and jurisdiction

German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Place of jurisdiction is Düsseldorf, Germany. This does not affect the right of consumers to assert claims in a court with jurisdiction in their state of habitual residence or mandatory rules applicable in such state.

8. Miscellaneous

All references to a date or a deadline, mentioned in this and other conference documents, refer to the Central European Time Zone (CET).