

## TERMS AND CONDITIONS OF USE

EUROPEAN BOARD OF RADIOLOGY, S.L. informs you that the access and use of its online platform "Educational Resources", hosted at [www.myebr.org](http://www.myebr.org) and accessible by means of its URL or through the mobile application "EDiR European Diploma in Radiology" hosted at [www.myebr.org](http://www.myebr.org) (hereinafter, the "**Platform**"), through which you have accessed as an user is commercial and subject to these conditions of access and use, so we recommend that you read them carefully.

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

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

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

### **1. Ownership and purpose of the Platform**

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

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

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

### **2. Operational**

Personal information. Visiting the Platform does not imply that the User is obliged to provide any information about himself/herself. In the event that you provide any personal information, the data collected will be used for the purpose, in the manner and with the limitations and rights set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, resulting in our Privacy Policy.

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

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

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

### **3. Contents Policy**

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

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

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

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

EBR is not responsible for the transmission of information between users of this Platform. Any communication or transmission of content that infringes the property rights of third parties and whose content is threatening, obscene, defamatory, pornographic, and/ or xenophobic, that violates the dignity of the person or the rights of the child, in short, that violates current

legislation, is prohibited. Likewise, the inclusion and communication of false or inaccurate content by users that induces or may induce error on the part of other users is prohibited. EBR may provide links to other Internet sites for information purposes and is not responsible for the content of such sites.

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

The content included in the Platform is provided only to consumers or end users. Any unauthorized commercial use of them, or their resale, are prohibited, except with the prior written permission of the owners of the Platform.

#### **4. Special conditions of sale of EDiR trial exams**

Inside the Platform EBR offers the User the possibility to acquire products or packages of products of online trial exams of the European Diploma in Radiology (hereinafter referred to as “**Products**”). The contractual relationship between EBR and the user upon such acquisition is regulated by this clause.

EBR is responsible for making the Products available and working on its Platform so that the user can acquire and use them.

Prices policy. Each Product offered through the Platform indicates the price of the service without any additional discount. The prices presented on the Platform include the applicable VAT and any other taxes that may apply. Eventually EBR will offer discounts and limited offers. The Platform are final prices and users will not have to pay any extra amount during their usage of the Product on the Platform.

Payment policy. The payment of any of the Products offered in the Platform will be managed through the gateways and means of payment of EBR.

In order to pay for the different products offered by EBR, the User will pay with a credit or debit card. The user will be required to provide data such as card number, expiry date and CVV to ensure payment security.

The information for the payment provided by the user is transferred through Secure Payment Gateways that ensure the security of your bank details. EBR does not store any of your bank details after the purchase of the corresponding product. Once the payment has been made, an email will be sent automatically to the email provided by the user with the confirmation of the order and the steps to follow to use the Product or Products you have acquired. EBR is not responsible for any incidents that may occur during the payment process that are caused by the platform used to facilitate it.

Exchange and Returns Policy. Any User is entitled to withdraw the contract with EBR up to fourteen calendar days from the date of the purchase of the Product with the limitations stated herein. According to article 16.m of Directive (EU) 2011/83/EU, of 25 October 2011, *on consumer rights*, and any national transposition rule, the right the aforementioned right of withdrawal in 14 days is not granted to the User who has used the product or has begun to consume it.

A Product has not been used or its consumption has not begun when the User has not carried out a whole trial test, excluding from this calculation any free tests (DEMOS, challenges or open virtual exams) that eventually would be put at their disposal.

## **5. Minors under the age of 18**

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

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

## **6. Exclusions of Liability**

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

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

EBR is not responsible in any way for those contents, activities of any kind, products and services that can be accessed through electronic links, directly or indirectly, through our Platform, including those Platforms of brands that collaborate with EBR. The links included or which may be included on our Platform do not represent any kind of relationship between EBR and the natural or legal persons who are owners of the Platforms which can be accessed via these links, nor do they imply any suggestion, invitation or recommendation regarding the Platform or its contents.

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

## **7. Intellectual Property Rights**

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

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

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

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

## **8. Privacy Policy and Data Protection**

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

## **9. Non-compliance**

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

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

## **10. Applicable Law and Jurisdiction**

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

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

## **11. Contact information**

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

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