

Standard Terms and Conditions of the European Hematology Association

Effective from August 1, 2024

1. Introduction

The European Hematology Association (EHA) is a non-profit organization registered in the Netherlands, with its registered office at Koninginnegracht 12b, 2514 AA The Hague, The Netherlands. EHA is dedicated to advancing the understanding, diagnosis, treatment, and prevention of disorders affecting the blood, bone marrow, and the immunologic, hemostatic and vascular systems, by promoting research, education, clinical care, and advocacy in hematology.

These standard terms and conditions (the "Terms") apply to all services, products, events, and activities (collectively, the "Services") offered by EHA or its affiliates, partners, or contractors, to any individual or entity (the "User") who accesses, uses, purchases, or registers for the Services. By accessing, using, purchasing, or registering for the Services, the User agrees to be bound by these Terms and the EHA Privacy Policy, which is incorporated herein by reference. If the User does not agree to these Terms, the User should not access, use, purchase, or register for the Services.

2. Registration and Account

In order to access, use, purchase, or register for certain Services, the User may be required to create an account with EHA (the "Account"). The User is responsible for providing accurate, complete, and current information for the Account, and for updating such information as necessary. The User is also responsible for maintaining the confidentiality and security of the Account, and for any activity that occurs under the Account. The User agrees to notify EHA immediately of any unauthorized access or use of the Account or any other breach of security. EHA is not liable for any loss or damage arising from the User's failure to comply with this section.

EHA reserves the right to suspend or terminate the Account or the User's access to the Services at any time, for any reason, without notice or liability, including but not limited to: (a) if the User violates these Terms or any applicable law, rule, or regulation; (b) if the User engages in any conduct that is harmful, fraudulent, abusive, or offensive to EHA or any third party; (c) if the User fails to pay any fees or charges due to EHA; or (d) if EHA discontinues or modifies the Services.

3. Fees and Payment

Some of the Services may require the User to pay a fee or charge to EHA or its affiliates, partners, or contractors (the "Fees"). The User agrees to pay the Fees in accordance with the payment terms and methods specified by EHA or its affiliates, partners, or contractors. The User also agrees to pay any applicable taxes, duties, or levies related to the Fees. The User is

solely responsible for any fees or charges imposed by the User's bank, credit card company, or other payment provider.

EHA reserves the right to change the Fees at any time, for any reason, without notice or liability, unless otherwise agreed in writing with the User. The User's continued access to or use of the Services after such change constitutes the User's acceptance of the new Fees. If the User does not agree to the new Fees, the User should stop accessing or using the Services.

4. Cancellation and Refund

The User may cancel the Account or the registration for any Service at any time, subject to the cancellation and refund policy specified by EHA or its affiliates, partners, or contractors for the relevant Service. The User should contact EHA or its affiliates, partners, or contractors directly to request a cancellation or a refund. EHA is not responsible for any cancellation or refund requests that are not processed or approved by EHA or its affiliates, partners, or contractors.

EHA reserves the right to cancel the Account or the registration for any Service at any time, for any reason, without notice or liability, unless otherwise agreed in writing with the User. In the event of such cancellation, EHA will refund the User any Fees paid for the cancelled Service, unless the cancellation is due to the User's breach of these Terms or any applicable law, rule, or regulation, in which case EHA may retain the Fees as liquidated damages.

5. Intellectual Property Rights

All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, and design rights, in and to the Services, and any content, materials, data, software, or information provided or made available by EHA or its affiliates, partners, or contractors through the Services (collectively, the "EHA Content"), are owned by EHA or its licensors, and are protected by Dutch and international laws.

The User is granted a limited, non-exclusive, non-transferable, revocable license to access and use the Services and the EHA Content for the User's personal, non-commercial, and educational purposes only, in accordance with these Terms and any other terms and conditions specified by EHA or its licensors. The User may not copy, reproduce, distribute, publish, display, perform, modify, create derivative works from, or otherwise exploit the Services or the EHA Content, in whole or in part, without the prior written consent of EHA or its licensors. The User may not use the Services or the EHA Content for any unlawful, fraudulent, or harmful purpose, or in any way that infringes or violates the rights of EHA or any third party.

The User agrees to respect and acknowledge the intellectual property rights of EHA and its licensors, and to refrain from any action that may damage, impair, or diminish the value or reputation of the Services or the EHA Content. The User also agrees to notify EHA of any actual or suspected infringement or violation of the intellectual property rights of EHA or its licensors, and to cooperate with EHA in any action or proceeding to protect or enforce such rights.

6. User Content and Conduct

Some of the Services may allow the User to upload, post, submit, share, or otherwise provide content, materials, data, software, or information to EHA or its affiliates, partners, or contractors, or to other users of the Services (collectively, the "User Content"). The User is solely responsible for the User Content, and for any consequences arising from the User Content. The User represents and warrants that the User Content: (a) is original to the User or the User has obtained all necessary rights and permissions to use and share the User Content; (b) does not violate or infringe the rights of EHA or any third party, including but not limited to intellectual property rights, privacy rights, or publicity rights; (c) does not contain any unlawful, fraudulent, harmful, abusive, offensive, or defamatory content, or any content that promotes or encourages violence, hatred, discrimination, or illegal activity; and (d) complies with these Terms and any applicable law, rule, or regulation.

By providing the User Content, the User grants EHA and its affiliates, partners, and contractors a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce, distribute, publish, display, perform, modify, create derivative works from, and otherwise exploit the User Content, in whole or in part, for any purpose, in any media or format, without any compensation or attribution to the User. The User also waives any moral rights or similar rights in the User Content, to the extent permitted by law.

EHA reserves the right, but has no obligation, to monitor, review, edit, remove, or refuse any User Content, at any time, for any reason, without notice or liability. EHA does not endorse, support, or guarantee the accuracy, completeness, or reliability of any User Content, and the User should not rely on any User Content. EHA is not liable for any loss or damage arising from the User Content, or from the User's access to or use of the User Content.

The User agrees to use the Services in a responsible and respectful manner, and to refrain from any conduct that may interfere with or disrupt the Services, or the access or use of the Services by EHA or any other user. The User also agrees to comply with these Terms and any applicable law, rule, or regulation, and to respect the rights and interests of EHA and any third party.

7. Disclaimer of Warranties

The Services and the EHA Content are provided "as is" and "as available", without any warranties of any kind, express or implied, including but not limited to warranties of accuracy, completeness, reliability, timeliness, quality, performance, suitability, availability, merchantability, fitness for a particular purpose, or non-infringement. EHA does not warrant that the Services or the EHA Content will meet the User's requirements or expectations, or that the Services or the EHA Content will be uninterrupted, secure, error-free, or free of viruses or other harmful components. EHA does not warrant that any defects or errors in the Services or the EHA Content will be corrected, or that the Services or the EHA Content will be compatible with any hardware, software, or system. EHA does not warrant that the Services or the EHA Content will provide any results, outcomes, benefits, or solutions for the User or any third party. EHA does not warrant that the Services or the EHA Content are appropriate or lawful for use in any jurisdiction.

The User's access to and use of the Services and the EHA Content are at the User's own risk and discretion, and the User is solely responsible for any loss or damage arising from or

relating to the Services or the EHA Content, or the User's reliance on the Services or the EHA Content. The User acknowledges and agrees that the User's use of the Services or the EHA Content does not constitute or substitute any professional, medical, legal, financial, or other advice, diagnosis, treatment, or recommendation, and that the User should consult with a qualified professional before making any decisions or taking any actions based on the Services or the EHA Content.

8. Limitation of Liability

To the fullest extent permitted by law, EHA and its affiliates, partners, contractors, directors, officers, employees, agents, licensors, and representatives (collectively, the "EHA Parties") are not liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, or any other damages or losses of any kind, arising from or relating to the Services, the EHA Content, the User Content, or these Terms, whether based on contract, tort, strict liability, or any other legal theory, and whether or not EHA has been advised of the possibility of such damages or losses. Some jurisdictions do not allow the exclusion or limitation of liability for certain damages, so some of the above exclusions or limitations may not apply to the User. In such jurisdictions, the liability of the EHA Parties is limited to the greatest extent permitted by law.

In any event, the total aggregate liability of the EHA Parties for any claim or action arising from or relating to the Services, the EHA Content, the User Content, or these Terms, whether based on contract, tort, strict liability, or any other legal theory, is limited to the amount of Fees paid by the User to EHA for the Service that gave rise to the claim or action, or 100 Euros, whichever is lower. The User agrees that this limitation of liability reflects a reasonable and fair allocation of risk between the User and the EHA Parties, and that the User would not access or use the Services without this limitation of liability.

9. Indemnification

The User agrees to indemnify, defend, and hold harmless the EHA Parties from and against any and all claims, actions, demands, liabilities, damages, losses, costs, and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from or relating to: (a) the User's access to or use of the Services, the EHA Content, or the User Content; (b) the User's breach or violation of these Terms or any applicable law, rule, or regulation; (c) the User's infringement or violation of the rights of EHA or any third party, including but not limited to intellectual property rights, privacy rights, or publicity rights; or (d) the User's conduct or negligence, whether online or offline, in connection with the Services or the EHA Content. EHA reserves the right, at the User's expense, to assume the exclusive defense and control of any matter subject to indemnification by the User, and the User agrees to cooperate with EHA in such defense. The User agrees not to settle any matter subject to indemnification by the User without the prior written consent of EHA.

10. Governing Law and Dispute Resolution

These Terms and any dispute or claim arising from or relating to the Services, the EHA Content, the User Content, or these Terms, whether based on contract, tort, strict liability, or any other legal theory, are governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of laws principles. The User agrees to submit to the

exclusive jurisdiction and venue of the competent courts in The Hague, the Netherlands, for any such dispute or claim, and to waive any objection to such jurisdiction and venue. The User also agrees that any such dispute or claim will be resolved individually, and not as part of a class action or other collective proceeding.

11. Miscellaneous

These Terms constitute the entire agreement between the User and EHA regarding the Services, and supersede any prior or contemporaneous agreements, communications, or understandings, whether written or oral, between the User and EHA regarding the Services. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms and the remaining provisions will remain in full force and effect. The failure or delay of EHA to exercise or enforce any right or remedy under these Terms does not constitute a waiver of such right or remedy, and no single or partial exercise or waiver of any right or remedy precludes any other or further exercise or waiver of such right or remedy, or any other right or remedy. The User may not assign or transfer these Terms or any rights or obligations under these Terms, without the prior written consent of EHA. EHA may assign or transfer these Terms or any rights or obligations under these Terms, at any time, without notice or consent. These Terms are binding upon and inure to the benefit of the User and EHA, and their respective successors and assigns. Nothing in these Terms creates any partnership, joint venture, agency, employment, or fiduciary relationship between the User and EHA, and the User has no authority to bind or act on behalf of EHA. EHA may communicate with the User regarding the Services by email, mail, phone, or other means, and the User consents to receive such communications. The User should contact EHA with any questions or comments regarding the Services or these Terms, by email at info@ehaweb.org, or by mail at Koninginnegracht 12b, 2514 AA The Hague, The Netherlands.