



## EUROPEAN HEMATOLOGY ASSOCIATION

### SPECIFIC TERMS OF USE

#### for affiliates and members of EHA for use of the website and online services of EHA

##### *Introduction*

1. These specific terms of use apply to those website users who are either an (prospective) affiliate or a (prospective) member of the European Hematology Association, a foundation under the laws of the Netherlands (hereinafter "**EHA**").
2. These specific terms of use apply in addition to the general terms of use applicable to all visitors of the EHA website. The general terms of use can be found on the EHA website under Terms & Conditions. In the event of a difference of interpretation between the two sets of terms, the wording in the specific terms of use prevails.
3. An EHA affiliate is an individual who is interested in the field of hematology and who wishes to be able to access and receive, at no charge, certain selected information and services available at the EHA website (hereinafter a "**Affiliate**").
4. A member is an individual who has signed up to be a paying member of EHA, and who is therefore entitled to receive access to "members only" information and services available on the EHA website (hereinafter a "**Member**").
5. By agreeing to these specific terms of use, you conclude either an Affiliate User agreement or a Membership agreement with EHA. All benefits of the Registered Usership and EHA Membership can be found on the Membership section of the EHA website.
6. The information and services available on the EHA website, including scientific information, can originate from EHA, its members and/or its partners, sponsors and subcontractors.

##### *Online Application*

7. In order to become an Affiliate or a Member, EHA requests you to supply (or instruct somebody else, e.g. your secretary or assistant, to supply on your behalf) certain information via the online application form. Information marked with an asterisk is mandatory; all other information is optional.



Login credentials are strictly for personal use. They must be kept safely and not disclosed to any third party.

8. You represent and warrant that all information supplied by you or on your behalf is true and correct. You are not allowed to supply “alter ego” or false information. You also undertake to engage in professional online conduct towards EHA and other Members and Registered Users, (*inter alia*) by refraining from sending unsolicited messages (spam) to groups of other website users, and by respecting intellectual property rights owned by EHA and third parties.
9. If you submit information on behalf of a prospective Affiliate or Member for registration purposes or otherwise (e.g. as a secretary or as an assistant), you represent and warrant that you have that person’s full permission to provide this information to EHA. EHA reserves the right to ask you to provide evidence of such permission, and to contact the prospective Affiliate or Member to confirm your authority. If EHA determines that your authority has not been properly obtained, EHA may immediately and without notice discontinue the use of those features of the EHA website for which you have entered a registration on behalf of others.
10. EHA requests you to supply (and where needed, to update) the following minimum information:
  - title
  - first, and last name(s)
  - date of birth
  - gender
  - organization’s name and department
  - organization’s address (work)
  - professional e-mail address (work)
  - specialty/profession
  - (If applicable) year of qualification
  - current professional status.

It is your responsibility at all times to keep your personal information up to date. EHA shall not be responsible to verify or update any of the information, e.g. academic status and achievements.

11. Other personal information may be requested to help identification or communication, e.g. your secretary’s or assistant’s e-mail address, your telephone number, the name of your national hematology association, your areas of expertise and your fields of interest.

### *Your Privacy*

12. EHA will respect your privacy and will keep your personal information confidential. This privacy section explains how EHA collects and stores



information about you as an individual member, and how EHA will protect your privacy.

13. EHA complies with EU Directive 95/46/EC and the Dutch Act on the Protection of Personal Data. EHA takes all reasonable care to prevent any unauthorised access to your personal information. Notwithstanding clause 16, EHA shall not in any way sell or otherwise hand over your personal information to third parties, whether or not for commercial use.
14. The personal information collected via the EHA website may be specifically used to:
  - Enable EHA to provide you with the products or services you request, e.g. educational services;
  - Enable EHA to communicate with you about specific matters regarding your Registered User registration or Membership registration, your registration for a meeting or an event, your submission of an abstract, grading, or any other service;
  - Enable EHA to send you information about EHA activities which EHA believe may interest you.
15. You may at any time adapt your personal information held by EHA. You have the statutory right to access, amend, and oppose the use of your personal information. By accessing your online membership account, you have direct control over the information in your personal profile. You can access and change this information at any time, or alternatively send an e-mail to [membership@ehaweb.org](mailto:membership@ehaweb.org).
16. EHA may supply some of your information to its subcontractors to perform specific services, as well as to EHA partners who deliver, in close collaboration with EHA, the actual fulfilment of the services offered through the EHA website. These subcontractors and partners are bound by strict confidentiality rules and only perform certain tasks on behalf and under responsibility of EHA.

### *Communications*

17. EHA will not send you unsolicited messages (via e-mail or any other means such as social media), and will not contact you on behalf of third parties without your consent. Your personal information will not be passed on to any other individual or organisation other than third party subcontractors and partners mentioned in clause [16].
18. EHA uses e-mail as its primary form of communication. Consequently, you cannot opt out of basic e-mail affiliate and membership communications, since these messages will not be sent by regular mail. If you decide that you do not want to receive certain non-basic e-mail communications from EHA



you can unselect those categories. All non-basic mailings sent to you contain the possibility to unsubscribe.

19. EHA may conduct surveys or questionnaires about issues that are of interest to EHA or to the professional field of hematology. The respondent's data provided in such survey or questionnaire shall remain anonymous.
20. EHA may perform statistical analysis of website traffic and response to product offers, in order to improve its services. Statistical information arising from such analysis shall not be reducible to individual Affiliates or Members.
21. EHA may perform statistical analysis of personal data entered by Affiliates or Members, e.g. year of qualification, academic status and professional status, personal development and knowledge levels, in order to develop and further improve specific tools offered, in particular educational services, to Affiliates and Members.

### *General*

22. EHA is the sole owner of the EHA website and as such is the sole owner of the data collection collected through the EHA website, notwithstanding your rights as an individual under this agreement.

### *Information provided through the EHA website; limitation of liability*

23. While the EHA website may contain certain scientific or medical information (written by Affiliates, Members or third parties), including information on medical treatments and medicine, the EHA website should not be considered a source of information for the treatment of individual patients. Any medical treatment remains the sole responsibility of the individual doctor or institution. Hyperlinks to third party websites are for information purposes only, and do not in any way indicate EHA's endorsement, sponsorship or approval of such third party or the information provided by such third party.
24. Services, directories and any other information are strictly for personal use only, and may not be used for commercial purposes or republished in any way or form. Information provided (through the EHA website or in any other form) by EHA and others, may be protected by intellectual property rights.
25. By agreeing to these specific terms of use, you agree that EHA cannot in any way be held liable for damage in whatever form arising from:
  - (a) Any use of the information posted on the EHA website by third parties, including information posted by other Affiliates, Members subcontractors and partners; and/or
  - (b) Any information on third party websites which are hyperlinked to the EHA website, either by means of a hyperlink on the EHA website or by means of a hyperlink on such third party website; and/or



- (c) Any misuse or abuse of activities by other Affiliates and Members in breach of their contractual duties, including the sending of spam.
26. EHA cannot be held liable for any damage arising from information provided by third parties on the EHA website, including (if any) incorrect or malicious information provided by Affiliates and Members. You agree to indemnify EHA against any claims issued by third parties against EHA based on the information that you submit to EHA or publish through the EHA website.
  27. By submitting content (including scientific or other publications) to the EHA website, you represent and warrant that you own or control the intellectual property of such content, and that you are allowed to make such content available via the EHA website.
  28. EHA reserves the right to amend these specific terms of use at its sole discretion, without prior notice. Any such amendments will be published on the EHA website.
  29. EHA reserves the right to terminate, with immediate effect, an individual Affiliate or Membership agreement, and/or to deny the use of some or all of its services, including the services offered through the EHA website.
  30. These terms of use are governed by the laws of the Netherlands. Any dispute that may arise shall be submitted to the exclusive jurisdiction of the courts in The Hague, the Netherlands.

*Special provisions applicable to EHA Members & prospective EHA Members*

31. The following special provisions apply to Members and prospective Members of EHA, in addition to the specific terms mentioned above.
32. By completing the application form and by indicating that you apply for EHA Membership, you agree to become a member of EHA. EHA Membership runs from January until December and is also renewable per calendar year. The annual membership fee is communicated on the EHA website and is due in January. Any change in the membership fee as adopted by the EHA business meeting will be communicated via the EHA website.
33. After submitting the application form to the EHA membership department your application will be reviewed. A confirmation letter will be sent to you, including the invoice for your membership. Your membership and your access to the "members only" information and services will be activated once EHA has received payment of your membership fee.
34. Should you want to terminate your membership for the upcoming calendar year, you may do so by sending an e-mail to [membership@ehaweb.org](mailto:membership@ehaweb.org) stating your full name, e-mail address and EHA Membership number, no later than November 1<sup>st</sup> prior to the start of that calendar year.