

**GENERAL TERMS OF USE of the Website
European Society of Anaesthesiology**

1. INFORMATION ABOUT ESA

1.1 The websites www.esahq.org and myesa.esahq.org (hereafter: the "**Website**") is managed and operated under the responsibility of:

A.I.S.B.L. European Society of Anaesthesiology (hereafter: "**ESA**"),
Rue des Comédiens, 24, 1000, Brussels, Belgium
Belgian business registry (BCE) number: 0447.289.368.

1.2 The Website provides as follows: register and purchase ESA services (hereinafter: the "**Service**").

1.3 Any question or complaint relating to the Website, these website General Terms of Use (hereafter: "**Terms of Use**"), the general website terms and conditions of sale (hereafter: "**Terms and Conditions**" or "**GTC**"), the Privacy Policy (hereafter: the "**Privacy Policy**") and the cookie policy (hereafter: "**Cookie policy**") can be directed to ESA at the above address or at the following e-mail address: privacy@esahq.org.

2. ACCEPTANCE

2.1 Access to the Website is subject to these Terms of Use, the Privacy Policy, the Cookie Policy and applicable laws and regulations. Consequently, access to or use of the Website implies full and unconditional acceptance by the User (hereinafter referred to as the "**User**") of these Terms of Use, the Privacy Policy and the Cookie Policy.

2.2 These Terms of Use, the Terms and Conditions, the Cookie Policy and the Privacy Policy only relate to the relationship between the User and ESA with regard to the use of the Website and the Service. They can be consulted at any time on the Website.

3. ACCESSIBILITY AND OPERATION OF THE WEBSITE

3.1 ESA will, insofar as possible, ensure that the Website is up-to-date and remains accessible to a normal number of Users. ESA does not guarantee that the functions of the Website will be available without interruption or error, that defects are immediately corrected or that the server that makes them available is free of viruses or other harmful components.

3.2 ESA cannot be held liable for loss or damage, of whatever nature, which is the result of suspension, interruption, (technical) disruption, delay, difficult accessibility and / or termination of the accessibility of the whole or a part of the Website or viruses or other harmful elements that are present on the Website.

3.3 If the User finds an error, virus or other harmful elements on the Website, he/she is requested to communicate it to ESA at the following address: info@esahq.org, so that the necessary measures can be taken. ESA advises the User in any case to install firewalls, antivirus and other necessary security software on his computer to prevent damage.

3.4 ESA reserves the right to suspend or stop the Website in whole or in part, at any time, without justification and without prior information.

4. USE OF THE WEBSITE

4.1 Becoming a User or a myESA User

4.1.1 The use of the Website is free of charge. However, if the User does not register and create a myESA account, the User may be precluded from using certain offerings, features, or resources of the Website. The User must register in accordance with the instructions found on the Website to create a myESA account.

Creating a myESA account gives the User access to membership information, events, educational activities, to any online registration process etc.

Access to certain other content is furthermore conditional upon ESA Membership status (e.g. online access to the EJA Journal).

4.1.2 Details about creating a user profile on the Website are provided in the [FAQ](#) section.

4.1.3 If the User elects to create a myESA account, the User agrees to provide the ESA with true, accurate and complete information, and to maintain and promptly update the information to keep it accurate. In case of untrue, inaccurate, or incomplete information, the ESA reserves the right to suspend or terminate the User's account and to refuse any and all current or future use of the Website (or any portion thereof).

4.1.4 The User also consents to personal information being used in accordance with ESA Privacy Policy. When using the Website and/or the services, the User explicitly gives the ESA his/her unequivocal consent for personal data to be used and processed in accordance with ESA Privacy Policy and the General Data Protection Regulation (GDPR). The User will be required to confirm his/her consent by clicking the appropriate box.

4.1.5 The User agrees not to assign, transfer or sublicense his/her rights as a User of this Website.

4.1.6 The User profile is unique and personal. It should not be shared with anyone. The User warrants not to register or subscribe to more than one account, open an account on

someone else's behalf nor create a false or misleading identity on this Website. The ESA reserves the right to merge duplicate accounts for one and the same User.

4.1.7 If registration or membership is revoked for any reason whatsoever, the User warrants not to register again or subscribe to the Website under another User name or in any other way whatsoever. The ESA reserves itself the right to terminate every new account for which the User has registered without informing the User hereof or to apply other legal means at ESA's disposal on the basis of the Terms & Conditions or the law.

4.2 Password and User Account

4.2.1 The User is entirely responsible for maintaining the confidentiality of his/her account login details. The User is entirely responsible for any and all activities which occur under his/her User account.

4.2.2 The User must immediately notify the ESA in the event of any known or suspected unauthorized use of the User account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of a password.

4.2.3 The ESA shall not be held responsible for unauthorised use of the user's account by a third party to whom the User may have, intentionally or not, disclosed his/her account login details.

4.3 Posting of content by the User

4.3.1 The User is entirely responsible for all content posted, emailed, uploaded or otherwise transmitted to or on this Website or to another User, whether posted at ESA's request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"). ESA does not control the Postings posted, emailed, uploaded or otherwise transmitted on the Website by others and, as such, ESA do not guarantee the accuracy, integrity or quality of such Postings.

4.3.2 For all Postings, the User must comply with all applicable legislation.

In particular, all comments which are offensive, racist, xenophobic, discriminatory, and fraudulent or exceeding the limits of a moderate expression of a constructive opinion about a service are prohibited.

Such Postings will be deleted without formal notice. The concerned User will hold ESA harmless from any claims from third parties including voluntary intervention in judicial proceedings and will support ESA if necessary, notwithstanding the possibility for ESA to claim reparation for its own damage.

4.4 Disclaimer of Warranties

- 4.4.1 The Website and all of its component elements, including text, graphics, images, hyperlinks and other materials supplied by ESA contributors and/or third parties, are for general educational and informational purposes only and must not take the place of professional medical advice. Those seeking medical advice should always consult their physician or other medical professional. The ESA and all of its staff, agents and members disclaim any and all warranties and representations with regards to the information contained on the ESA Website. This includes any implied warranties and conditions that may be derived from the aforementioned web site information.
- 4.4.2 The ESA does not endorse all statements or opinions made on the Website. Regardless of the vast professional knowledge and scientific expertise in the field of Anaesthesiology that the ESA possesses, the ESA cannot inspect all information to determine the truthfulness, accuracy, reliability, completeness or relevancy thereof. Users or contributors do not necessarily represent the views of the ESA, nor constitute endorsement by the ESA. Under no circumstances will the ESA be held liable for any decision taken or acted upon as a result of reliance on the content of the ESA Web Site.
- 4.4.3 To the fullest extent permitted by law, the ESA does not warrant that this Website or any function contained in the Website will be uninterrupted or error-free, that defects will be corrected or that the Website or the servers that make the Website available are free of viruses or other harmful components.
- 4.4.4 Any offering, content or material downloaded or otherwise obtained through the Website is done at the User's sole risk. The User will be solely responsible for any damage to his/her computer system or loss of data resulting from the downloading of any such offering, content or material.
- 4.4.5 The ESA reserves the right to add, modify or remove any information or services from the ESA Web Site at any time and without notice.

5. USE OF THE WEBSITE

- 5.1** The user agrees to use the Website only in accordance with its purpose, to the exclusion of any other purpose.
- 5.2** The User is obliged to ensure that all information he communicates is accurate and up-to-date.
- 5.3** The User agrees to use the Website in good faith and to respect the prevailing legislation, and in particular to refrain from:
- sending to ESA false or misleading content (and update this content, if necessary, to ensure that it does not become false or misleading), or communication that occurs as obscene, racist or xenophobic, insultingly illegal, deceptive, intrusive, offensive, harmful, violent, threatening, harassing, slanderous, infringing on intellectual property rights or any of these things;
 - providing e-mail addresses or other types of content to ESA without the prior consent of the persons involved;
 - sending to ESA any content that violates the rights of a third party or damages them in any way (intellectual property rights, privacy, trade secrets, ...);
 - sending to ESA any content that refers to illegal websites or websites with inappropriate content;
 - using the Website for sending unsolicited spam, pyramid schemes or similar fraudulent processes;
 - circumventing technical protection measures for documents and multimedia;
 - taking any action that may adversely affect the proper functioning of the Website, the Service, including the use of computer viruses, ransomware or mass mailing;
 - gaining (or attempting to gain) unauthorized access to (a part of) the Website or equipment (hardware and software) used for the proper functioning of the Website;
 - using of a false name, a pseudonym or use of the identity of someone else or of an entity;
 - using of the Website for purposes other than those described in these Terms of Use.
- 5.4** ESA cannot be held responsible for any non-compliance by the User with the Terms of Use, the Terms and Conditions, the Cookie Policy, the Privacy Policy and / or prevailing legislation. The User protects ESA against any action, claim or complaint from third parties (including the government) with regard to the use of the Website.
- 5.5** The User uses the Website entirely at his/her own risk. The Website, the components and all information, software, facilities and associated services are offered as they are, subject to availability without any form of guarantee (explicit or implicit) and within the limits of the applicable legislation.
- 5.6** ESA cannot be held responsible for any loss or damage (direct, indirect, tangible or intangible) arising from the use of the Website and its components or the inability to use the Website in whole or in part.

5.7 The User is obliged to inform ESA immediately in writing if he / she becomes aware of inappropriate behaviour or prohibited use related to the Website, by sending an e-mail to info@esahq.org.

5.8 Abstract submitters submitting an abstract through a platform owned by the ESA and linked to the Website agree to the following terms and conditions:

- The abstract submitter confirms that all authors are listed as appropriate and that they agree with the content of this abstract and have given permission to submit the abstract.
- The author is responsible for checking the accuracy of the information and referencing within this abstract and should ensure that it contains no infringement of copyright.
- The author is responsible for ensuring that they have avoided, or at least declared, any significant conflicts of interest associated with submissions. A conflict of interest declaration must be included in the submission, containing either “none declared” or details of any potential conflicts of interest. There is a conflict of interest section in the submission process for this purpose.
- Ethical approval is the responsibility of the author.
- The author(s) provide(s) permission for the ESA to publish the abstract together with author(s) details where supplied in different formats including print, electronic and digital forms.
- The author understands that the abstract will be published, if accepted, as submitted and that no editing to grammar or spelling will be undertaken by the ESA.
- The presenting author understands that should the abstract be accepted for presentation, (s)he is required to complete a congress registration. If the presenting author is not registered as a congress delegate, the abstract will be withdrawn.

6. LINKS TO AND ON OTHER WEBSITES

6.1 Links to other Websites can be displayed on the Website. These third-party Websites are not operated by ESA, which cannot be held liable for their operation, content and use. Unless expressly stated otherwise by ESA on the Website, the existence of such links does not imply any approval by ESA regarding these third-party Websites or the use that could be made of them, nor any association or partnership with the operators of this Website(s).

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Website and its components (trademarks, logos, graphics, photos, animations, videos, music, texts, etc.) are the property of ESA. They are protected by intellectual property rights (including copyright, design rights, trademarks, etc.) and may not be reproduced, used or distributed without the prior written consent of ESA or, as the case may be, the relevant right holder, under a penalty of infringement of copyrights and / or models and / or trademarks, punishable by three months to three years and a fine of 100 to 100,000 euros or one of these fines only.

7.2 ESA grants to the User a license, non-exclusive, non-transferable, for an indefinite period and at any time and without giving reasons, to gain access to the content of the Website, to view it and only download it for display purposes. The User may also print a copy of the content displayed on the Website for his personal needs, provided that he does not modify the content of the Website in any way and keeps all the mentions of authorship and origin of the Website. Reproduction is therefore only permitted for strictly personal purposes within the meaning of article XI.190 5 ° of the Belgian Code of Economic Law.

7.3 Any use of the Website and its components that are not covered by this article is strictly prohibited.

8. COMPLAINTS

8.1 Every claim / complaint of the User with regard to the Website will be communicated in writing within eight (8) calendar days after it has become known that there is a reason to do so. The absence of any dispute in accordance with the aforementioned rules implies unconditional acceptance by the User of the fact that gives rise to the claim and, de facto, the definitive waiver of any claim under this point.

9. UPDATES AND LANGUAGE VERSIONS

9.1 ESA reserves the right, at any time and without prior notice, to change/update these Terms of Use, the Terms and Conditions of Sale, the Privacy Policy and the Cookie Policy, as well as the access to the Website and its content. These changes are binding for the User (s) each time the Website is visited.

9.2 In case of differences between the language versions of these Terms of Use, the Terms and Conditions, the Privacy Policy and/or the Cookie Policy, the English version has priority.

10. VALIDITY OF CONTRACTUAL CLAUSES

10.1 If ESA does not use / invoke one of the provisions of these Terms of Use for a period of time, cannot be interpreted in any way as a waiver to enforce these rights at a later date.

10.2 The nullity, invalidity or unenforceability of some of the provisions implies by no means the invalidity of all provisions. The provision that is wholly or partially invalid, void or unenforceable is considered unwritten. ESA undertakes to replace this provision by another who, as far as possible, pursues the same goal.

11. APPLICABLE LAW AND COMPETENT COURT

- 11.1** The validity, interpretation and / or performance of the Terms of Use are only subject to Belgian law, to the maximum extent permitted by the prevailing rules of private international law.
- 11.2** In the event of a dispute concerning the validity, interpretation or implementation of the Terms of Use, the courts of the judicial district of Brussels are exclusively competent.
- 11.3** Before commencing legal proceedings, the User and ESA will aim to resolve the dispute amicably. That is why they will first contact, where appropriate and necessary, a mediator, arbitration or any identify another alternative dispute resolution method.