

General Conditions of Use of ESC Websites

Article 1. Legal information

1. The Websites listed in article 2 hereunder are the property of the European Society of Cardiology, a non-profit organisation registered under the French Law of 1901 on associations with the Grasse sub-prefecture under number W061005017, Bus. Reg. No. 403 299 480 00026, and intra-Community VAT number FR 89 403 299 480, and with e-mail address: customerservices@escardio.org Telephone: +33(0)492 947 600.

Article 2. Definitions

2. The terms herein below shall be defined by the parties as follows:
 - "Positive click": a click is the electronic version of "yes" or acceptance;
 - "User account": designates a virtual area in the form of web pages which is personal and private to the user;
 - "Party": designates either the European Society of Cardiology or the user when used in the singular, and both the user and the European Society of Cardiology when used in the plural;
 - "Services": designates the set of features accessible on line and offered on the user account;
 - "User": general designation for any person having a user account.
 - "Website" or "Websites": webpages accessible at URL <https://www.escardio.org>; <https://myesc.escardio.org/>; <https://escol.escardio.org>; <https://esc365.escardio.org/>; learn.escardio.org; afibmatters.org; heartfailurematters.org; EORP.org; eatlas.escardio.org; heartscore.org; myrhythmdevice.org; esc-mentoring.escardio.org/

Article 3. Purpose

3. These General Conditions of Use are intended to define the conditions for access to, and use of, the user account, along with the rights and obligations of users attached to said user account.

Article 4. Prerequisites

4. The User warrants that he/she complies with all the following prerequisites:
 - be of legal age on the day of registration;

- be fully capable of undertakings in accordance with these General Conditions of Use;
- possess computer equipment enabling access to the user account;
- possess a valid e-mail address (only mandatory for the creation of a user account)

5. The User is aware that he/she may save and print these General General Conditions of Use by using his/her browser's or computer's standard features.

Article 5. Acceptance of the General Conditions of Use

6. The Users declare that they are provided with all the necessary information regarding the services offered by the European Society of Cardiology, and that they unreservedly accept the General Conditions of Use herein.

7. The Users state that they:

- are aware of the conditions under which the user account operates;
- possess the technical skills for normal access and use of the user account in accordance with the General Conditions of Use herein;
- comply with the prerequisites.

8. These General Conditions of Use are considered accepted as follows:

- by creating a user account, the User acknowledges and accepts that his/her commitment does not require a written or electronic signature, since acceptance of these General Conditions of Use is expressed through clicks.

Article 6. Enforceability

9. The Users may avail themselves of the services offered in the user account only if they accept the General Conditions of Use laid out herein.

10. The General Conditions of Use herein are enforceable from the time they are accepted by the User pursuant to the preceding 'Acceptance of the General Conditions of Use' paragraph.

11. The European Society of Cardiology reserves the right to make any changes it deems necessary and relevant, to the General Conditions of Use herein.

12. The European Society of Cardiology shall notify Users of any changes or updates of the General Terms and Conditions through the website, within a reasonable period of time before the latest General Terms and Conditions apply.

13. After the User has been notified of such changes or updates, he/she may decide to approve or not, if he/she rejects, he/she may close his/her user account with no prior notice. To do so, the user should use the [Contact us](#) (category: Data Privacy) The User remains liable for any use of his/her user account before the shutdown.
14. The General Conditions of Use shown on the Websites at the time the user account is created shall prevail over any printed version with an earlier date.
15. Users may access the valid General Conditions of Use at any time.

Article 7: Content Products and Services

16. The Websites and all of their component elements, including text, graphics, images, hyperlinks and other materials supplied by ESC 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.
17. The ESC cannot endorse all statements or opinions made on the Websites. Regardless of the vast professional knowledge and scientific expertise in the field of cardiology that the ESC possesses, the ESC cannot inspect all information to determine the truthfulness, accuracy, reliability, completeness or relevancy thereof.
18. The component information of the Websites is not intended or implied to be a substitute for professional medical advice or medical care. The advice of a medical professional should always be sought prior to commencing any form of medical treatment. To this end, all component information contained within the Websites is done so for solely educational purposes. The ESC and all of its staff, agents and members disclaim any and all warranties and representations with regards to the information contained on the Websites. This includes any implied warranties and conditions that may be derived from the aforementioned Websites information. The ESC reserves the right to add, modify or remove any information, products and/or services from the Websites at any time and without notice.
19. Access to certain content is available only to users who have registered to 'My ESC', the secured and personalised account that the ESC offers at no charge. Similarly, access to certain other content is conditional upon subscription to a particular product or service (eg online access to ESC Journals is subject to annual subscription to the ESC related Journal) or upon membership/user status.

20. The ESC disclaims any responsibility concerning the information and/or materials on sites hyperlinked from the Websites.
21. Only the websites afibmatters.org, heartfailurematters.org, healthy-heart.org and myrhythmdevice.org contain information for patients. All other websites are intended for Medical Professionals.

Article 8. Access to the user account

22. The user account offers the User essentially the following services:
 - management of the user profile, allowing in particular, the User to change his/her information, subscribe to newsletters, or get the history of his/her previous purchases;
 - purchase and use of products or services via the "Products and services" area;
 - application for membership to the European Society of Cardiology;
 - congress sessions planner, allowing for online registration to congresses via the user account;
 - congress planning;
 - a professional network.
23. The user account is accessible to users only after they sign in using their credentials: user name and password.
24. User registration and creation of his/her account is performed via a registration form available on the Websites. Each user is permitted to create only one My account, which must be registered in their own name and not on behalf of any other individual.
25. The registration procedure through an online form consists of the following steps:
 - **Step 1:** the Internet user completes a registration form, filling in the fields especially those marked as mandatory. Information provided must be accurate and Users may have to prove it is correct if requested by the European Society of Cardiology.
 - **Step 2:** the User acknowledges and accepts the General Conditions of Use by ticking the relevant box; the creation of the user account is denied if the User does not accept the General Conditions of Use.
 - **Step 3:** once the form has been properly completed and confirmed by the User, an e-mail is sent to the User's e-mail address as provided, to

complete the registration process. The e-mail message includes a hypertext link enabling the User to activate his/her account.

- **Step 4:** when clicking on the hypertext link the User is redirected to a connection module where he/she can sign in for the first time. The User will be instantly sent an e-mail which confirms successful registration and creation of his/her user account.

8.1 User name/password

26. The User ensures the accuracy of the information provided when signing up.
27. The User is solely responsible for the safekeeping and confidentiality of his/her user name and password.
28. The password is strictly private and confidential.
29. The User undertakes to ensure that his/her user name and password are kept completely confidential, and in particular, it is strongly recommended to change said password on a regular basis.
30. Any use of the password is assumed to be carried out in the name of the user.
31. The User shall change his/her password immediately should it be lost, forgotten, or voluntarily or involuntarily disclosed to third parties. This can be done online through the retrieve password functionality.
32. Username and password changing is an on line process, to be carried out by accessing the "Change my password" form under tab "View my profile".
33. The User is solely liable for the use made of his/her password until he/she has requested a change of password under the aforementioned terms.
34. The European Society of Cardiology shall not be held liable for fraud or misuse or for a voluntary or involuntary disclosure of any user name and/or password.

8.2 Shutdown and removal of the user account

35. Either of the parties may close his/her user account at any time, resulting in the cancellation of these General Conditions of Use. For full details on this process, please consult our [Privacy and Data Security Policy](#).
36. However, the User remains liable for any use of his/her user account before it is shutdown.
37. This removal of the user account shall not give rise to any compensation whatsoever, nor to any reimbursement of any amounts paid by a Customer.

Article 9. Technical support

38. The European Society of Cardiology shall endeavour to make services available to all users in the best possible way.
39. However, the European Society of Cardiology cannot ensure full technical compatibility of the services offered; these can operate properly and smoothly only if supported by the Users' software and hardware environment.
40. The European Society of Cardiology also provides the User with a feature designed to meet all requirements for use of the services available on the user account, and to collect any complaints.
41. Should the User have trouble accessing and/or using any of the services offered on the user account, he/she may always use the [appropriate form to contact the European Society of Cardiology](#)

Article 10. Obligations of the European Society of Cardiology

10.1 Quality of the services

42. The European Society of Cardiology endeavours to provide quality services and enable Users to make use of the means of communication at their disposal in the best possible manner.
43. Owing to the nature and complexity of the Internet, particularly its technical performance and response times for access, request, or transfer of information, the European Society of Cardiology exercises its best efforts to enable access to, and use of, the services performed under the latest technology. The European Society of Cardiology cannot guarantee full accessibility or availability of the user account in order to access to the services.
44. The European Society of Cardiology shall not be held liable for the incorrect operation of the user's IT equipment or access to the Internet.

10.2 Maintenance and upgrades

45. The European Society of Cardiology shall exercise its best efforts to provide efficient services to the Users. It undertakes to engage appropriate resources in order to maintain the best operating conditions of the services.
46. The European Society of Cardiology reserves the right, without prior notice or compensation, to temporarily shut down the user account or access to services, such as, but not limited to, upgrades or maintenance operations, modifications or changes to operating methods and features.
47. The European Society of Cardiology shall not be liable for any harm whatsoever that could result from these changes and/or temporary unavailability of the user account or the services thereof.

48. The European Society of Cardiology reserves the right to supplement or modify, at any time, the user account and the services provided in keeping with the change in technology, and shall keep the users informed in this regard.

Article 11. User obligations

11.1 Compliant use

49. The User is responsible for the use of the services and for activities carried out in his/her user account.
50. The User undertakes to use the user account in a fair and proper way, in compliance with these General Conditions of Use; he/she shall behave in a manner consistent with user account rules, laws and regulations in force, public order and morals, and the rights of third parties.
51. The User warrant that the content he/she submits on ESC Website is not obscene, threatening, harassing, deceptive, invasive of another's privacy, offensive, defamatory of any person, illegal or otherwise deliberately intended to upset or harm other users. The European Society of Cardiology reserves the right, at its sole discretion, to edit, refuse to publish, and remove any User's content from ESC Websites at any time and without prior notice.
52. The User shall refrain from any behaviour that is illegal or would constitute fraud with respect to the European Society of Cardiology, other users, or third parties.
53. The User shall refrain from collecting in any form whatsoever, information on other users without their consent, either manually or automatically, such as e-mail addresses, particularly in order to send non-solicited advertising or spam or e-mail chain letters.
54. Generally, the User undertakes to notify the European Society of Cardiology of any problem found in using the services or the user account.

11.2 Security

55. The User account is an automated data management system.
56. The User shall refrain from accessing or remaining wholly or partially in the user account without authorization. The User may not use another access method than the interface made available by the European Society of Cardiology. Should such a method be discovered or the User inadvertently enters a private account without permission, the User undertakes to immediately inform the European Society of Cardiology by [contacting us](#) in order that this latter may take the necessary actions.

57. The User is not authorized to delete or modify the user account data not inserted by him/herself, to enter data without authorization, or to alter any functionality in the user account.
58. The User shall ensure to not introduce viruses, malware, or any other harmful technology into the user account or services offered therein.
59. Access to any unauthorized account shall be considered fraudulent access in the meaning provided for by the French Penal Code.
60. The User undertakes to consider all the information accessed without authorization as confidential information and consequently shall not disclose it.
61. The User particularly shall refrain from performing any activity intended to overload a page; bounce operations; or any operation that hampers or alters the operation of the user account and/or Websites.
62. The User shall not use devices or software of any kind that could interfere with the proper functioning of the user account and/or Website.
63. The User accepts the characteristics and limitations of the Internet. The User is aware that information circulating on the Internet is not necessarily protected, especially against possible hijacking.
64. The European Society of Cardiology exercises its best efforts to secure the user account against any risks, in keeping with the latest technology, and in consideration of the nature of the information handled.
65. The User shall take any appropriate measures to ensure his/her own security, especially with respect to the handling of his/her user name and password, which must be kept confidential, and to protect his/her own data and/or software from contamination by possible viruses on the web.

Article 12. Liability

66. The European Society of Cardiology shall not be held liable for breach of these General Conditions of Use by a User, nor for user activities within the user account, whether or not they constitute misconduct.

Article 13. Intellectual property

13.1 Items belonging to the European Society of Cardiology

67. These General Conditions of Use do not imply any transfer whatsoever to the User of intellectual property rights over items belonging to the European Society of Cardiology.

68. The content of—including, but not limited to—the user account, the general structure, the trademarks, drawings, models, animated or static images, texts, photographs, logos, style guides, software and programmes, search engines, data bases, sounds, videos, domain names, design, European Society of Cardiology’s knowledge, and all the other elements comprising the user account or any other information, are the exclusive property of the European Society of Cardiology, or of partners or third parties who have been granted a licence, and are protected by the intellectual property rights that are or shall be recognised in accordance with the current laws.
69. Any total or partial reproduction and/or representation of any of these items without the express permission of the European Society of Cardiology is forbidden and shall constitute an infringement punishable under the provisions of the Intellectual Property Code.
70. Therefore, the User shall refrain from any activity or action that could directly or indirectly affect the European Society of Cardiology’s intellectual property rights.

13.2 Third-party items

71. Items belonging to third parties, including but not limited to, trademarks, drawings, models, images, texts, photos, articles, studies, and logos are the exclusive property of their authors and are protected by intellectual property laws as recognised by current laws.
72. The User is not authorized to directly or indirectly infringe the property rights of third parties, where the items are present in the user account, or to make any use whatsoever of the names, trademarks, logos, software, information, data bases, or documents that are disclosed to the User in a general way during the performance of these General Conditions of Use.
73. The User undertakes to respect all the rights of third parties with respect to the items present in the user account and shall refrain from using any item that calls to mind a third-party’s item for any purpose whatsoever.
74. In this respect, the User undertakes to take all necessary measures to protect third parties’ said rights, and especially, to keep unaltered any references to the property ownership on any data, information, and more generally, on the items that can be accessed through the user account or those made available by third parties.

Article 14. Data protection

75. The User personal information may be collected when he/she use the Websites. For more information, please consult our [Privacy and Data Security](#)

Article 15. Cookies

76. During a session in the user account, cookies or other tracers may sit on the Websites or the User terminal. For further information, please read our Cookies Policy.

Article 16. Links

77. Users may not insert links to the user account without the European Society of Cardiology's express and prior authorisation as laid out in our hyperlink policy.

Article 17. Advertising and promotional offers in the user account

78. The European Society of Cardiology reserves the right to possibly disseminate free or paid advertising or promotional messages on the user account.

Article 18. General provisions

18.1 Unavailability/Force Majeure

79. In the event of industrial disruption or other unforeseen circumstances, the ESC accepts no responsibility for loss of moneys incurred by the User and/or by the recipient of the product/service bought.

80. The ESC disclaims all responsibilities for the unavailability of the Websites due to unexpected conditions.

18.2 Good faith

81. The Parties agree to carry out their obligations in a spirit of good faith.

18.3 Truth

82. The Parties declare that the present undertakings are true.

83. They also declare that, to the best of their knowledge, there is no element that, if provided, would have changed the consent of the other party.

18.4 Headings

84. In case of difficulties in the interpretation resulting from a contradiction between the title headings in these General Conditions of Use and any of the provisions, the said headings shall be declared void.

18.5 Nullity

85. If one or more provisions of these General Conditions of Use are deemed invalid or held as such in accordance with any applicable law or regulation or as the result of a final judicial decision by a court having jurisdiction, the remaining provisions shall remain in force to their full extent.

18.6 Tolerance

86. The parties agree that tolerance by one of the parties of a situation does not grant the other party any rights. Furthermore, such tolerance shall not be interpreted as a waiver to exercise the said rights.

18.7 Transfer

87. The User agrees that the rights and obligations arising from these General Conditions of Use may be transferred by the European Society of Cardiology to a third party, especially in case of a merger or an acquisition.

18.8 Agreement on proof

88. Acceptance of the General Conditions of Use by electronic means between the parties shall have the same probative value as an agreement in paper form.

89. The computerised records stored within the European Society of Cardiology's IT systems shall be kept under reasonable safety conditions and shall be considered as proof of communications, orders, and payments between the parties.

90. Safekeeping of contract documents, orders, and invoices is carried out on reliable and durable backup media and can be produced as evidence.

Article 20. Applicable law

91. All the information presented in the user account is in English.

92. These General Conditions of Use are governed by the laws of France.

93. It is likewise for both rules of substance and rules of form, notwithstanding the place of performance of the substantial or accessory obligations.

Article 21. Applicable jurisdiction

94. IN THE EVENT OF A DISPUTE ARISING OUT OF THE INTERPRETATION OR PERFORMANCE OF THESE GENERAL CONDITIONS OF USE, THE APPLICABLE JURISDICTION SHALL BE THAT OF THE SUPERIOR COURT OF GRASSE, NOTWITHSTANDING A PLURALITY OF RESPONDENTS OR THIRD-PARTY CLAIMS, INCLUDING FOR URGENT OR PROTECTIVE PROCEEDINGS, WHETHER URGENT OR ON-DEMAND.