

# Terms and Conditions of Use

## I Introduction

1. These terms and conditions ("the Term and Conditions") shall govern your use of digital services provided by NAVUS (as specified in section 3 below, hereinafter "the Digital Services").
2. Digital Services have been developed and are operated by Navus Consulting GmbH, Klingentalstrasse 47, CH-4057 Basel, Switzerland ("Navus")
3. Digital Services include NAVUS mobile apps, Portals and online services hosted on the domains navus.io, e-materials.com and domains provided by clients. Users may be required to pay a fee to use certain Digital Services.
4. By using and registering to the NAVUS Digital Services, you accept these Terms and Conditions in full; accordingly, if you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use our Digital Services.
5. If you register with NAVUS's Digital Services, submit any material or comments to our applications and websites or use any of our online services, we will ask you to expressly agree to these Terms and Conditions.
6. You must be at least 18 years of age to use our Digital Services; by using our Digital Services or agreeing to these Terms and Conditions, you warrant and represent to us that you are at least 18 years of age.
7. When you register for and use our Digital Services, we will process your personal data and such data shall be saved and stored on our behalf by our system operator Navus on a secure server infrastructure located in Switzerland. We and our third-party suppliers will process your personal data in accordance with our Privacy and Cookie Policy and applicable laws, including but not limited to, data privacy laws. If you want more information on how we process your personal data in our Digital Services and what rights you may have in this regard, please refer to our [Privacy and Cookie Policy](#). If you don't want that your personal data is used by us or our third-party suppliers, please don't register and don't log into in any of our Digital Services.
8. Our apps and website use cookies or similar tools; by using our apps and websites or agreeing to these Terms and Conditions, you consent to our use of cookies in accordance with the terms of our [Privacy and Cookie Policy](#).

## II Digital Services Terms & Conditions

### 1. Copyright and License

- 1.1 All the copyright and other intellectual property rights in the Digital Services, our apps and websites and the material on our Digital Services are reserved. Please note that reusing any materials published in our Digital Services or parts of such material requires the proper citation of all original authors. The content may otherwise not be copied or used in any way.
- 1.2 With regard to the Digital Services as provided to you, you may
- (a) view pages from our app on your mobile device and websites through a web browser
  - (b) download pages of our websites for caching in a web browser;
  - (c) download mobile applications via the designated app stores
  - (d) print pages from our website;
  - (e) access slides, articles, posters, courses, news, audio and video files and online dialogues from our apps and websites
  - (f) download presentation slides, personalized summary articles and posters in PDF format if expressly permitted on the dedicated page of each material.

subject to the other provisions of these Terms and Conditions.

Except as expressly permitted by these Terms and Conditions, you must not download any material from our website or save any such material to your computer.

You may only use NAVUS's Digital Services for your own business and personal use, and you must not use NAVUS's Digital Services for any other purposes.

Except as expressly permitted by these Terms and Conditions, you must not edit or otherwise modify any material on our website and the Digital Services apps.

- 1.3 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our apps or websites (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.

- 1.3 Notwithstanding Section 2.1, you may redistribute any newsletters or email that include information about our Digital Services in print and electronic form to any person.
- 1.4 We reserve the right to restrict access to areas of our apps and websites, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## **2. Materials**

- 2.1 Materials that are made available on our Digital Services (most prominently via the E-materials services) are supplied only for non-commercial scientific and educational purposes. You can access the materials for your personal use and information. No modification or further reproduction of the content is permitted without the prior written permission of NAVUS and the author.
- 2.2 NAVUS and the author(s) will use reasonable efforts to include up-to-date and accurate information in the materials, but NAVUS and Navus make no representations, warranties, or assurances as to the accuracy, currency, or completeness of the information provided. Furthermore, materials may represent a summary of independent evaluations and opinions of the authors and contributors, including, where applicable, material relating to clinical cases, which reflect the clinical judgment and opinions of the physician(s) in selecting specific products for these cases.
- 2.3 A session at a conference or meeting may contain more than one presentation. Not all presentations nor all slides that a speaker presented may be made available. NAVUS will only provide materials that are available for the E-material services. Materials are considered available if the speaker provided his/her consent captured in the speaker office, submitted online or via printed consent forms that his/her slides, articles, posters and publications can be used for publication via the E-material services. Please be aware that it may take a couple of days until materials made available by speakers are being published.
- 2.4 User who are logged in have the opportunity to ask questions and send messages to speakers and other delegates via the chat and messaging module of the Navus portal and the related app features. All questions and replies are published and visible for all logged in users. You agree, through your use of this service, that you will not use this question and messaging tool to submit any question to the speaker, which is knowingly in violation of the acceptable use policy specified in section II, 3 below). Do not submit any question or message with content that you do not have the right to submit under any law. You remain solely responsible for the content of your questions and messages, and you agree to indemnify and hold NAVUS and its third-party suppliers and their agents with respect to any claim based upon transmission of your questions. NAVUS and its third-party suppliers accept no responsibility or liability for the content that is submitted on this question tool or the replies that are provided by the speaker or other participants. NAVUS

### **3. Acceptable use**

#### 3.1 You must not:

- (a) use our apps and websites in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our apps and websites in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our apps and website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent];
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) use data collected from our website for any direct marketing activity including without limitation email marketing, SMS marketing, telemarketing and direct mailing.

3.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

3.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

### **4. Registration and accounts**

4.1 You may register for an account for our Digital Services by completing and submitting the account registration form on our apps and websites. For questions and user support you may have the possibility to visit the help desk during an NAVUS meeting or conference. The service capability of the help desk is limited and may not include technical support that is specific to your mobile device.

4.2 In order to benefit from all service features of the Digital Services it is recommended for congress members and delegates who attend any NAVUS congress or meeting to register via entering their badge number. This can be done via a scan of the badge barcode with the scanner feature in the app or through manual entry. If you register you will be asked to review and update

your personal information that has been saved on the registration database for this event. If you register upon arrival at any NAVUS Meeting and Event, a 30-minute time lag may occur until your personal details are available in the app from the registration database.

- 4.2 By registering for our Digital Services, you confirm that you are a registered NAVUS congress members or an NAVUS member, an invited guest or a user who paid for the service. Guests can be invited by NAVUS, the sponsor of the services and (if activated) via the 'Invite my peers' feature on the website.
- 4.3 Once registered with our Digital Services, you must not allow any other person to use your account to access the apps and websites.
- 4.4 You must notify us in writing immediately if you become aware of any unauthorized use of your account.
- 4.5 You must not use any other person's account to access our Digital Services unless you have that person's express permission to do so.

## **6. User login details**

- 6.1 If you register for an account with our Digital Services we will provide you with OR you will be asked to choose a user ID and password.
- 6.2 Your user ID must not be liable to mislead and must comply with the content rules set out in section 9; you must not use your account or user ID for or in connection with the impersonation of any person.
- 6.3 You must keep your password confidential.
- 6.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 6.5 You are responsible for any activity on our apps and websites arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **7. Cancellation and suspension of account**

- 7.1 We may:
  - (a) suspend your account;
  - (b) cancel your account; and/or
  - (c) edit your account details,

at any time in our sole discretion without notice or explanation and without incurring any liability for doing so.

We may edit your account details for the purpose of enhancing your user experience.

7.2 You may cancel your account at any time by sending an e-mail to support@e-materials.com. The email has to be sent from the email address which is linked to your account.

## **8. Your content: License**

8.1 In these Terms and Conditions, "your content" means all works and materials (including without limitation text, graphics, images, slides, posters, audio material, video material, audio-visual material, scripts, software, files and recorded presentations) that you submit to us or our apps and websites for storage, search or publication on, processing by, or transmission via, our apps and websites.

8.2 Unless otherwise expressly agreed you grant to us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, translate and, with your specific consent, publish your content in any existing or future media as part of our Digital Services.

8.3 You grant to us the right to bring an action for infringement of the rights licensed under section 8.2.

8.4 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

8.5 You may edit your content to the extent permitted using the editing functionality made available on our apps and website.

8.6 Without prejudice to our other rights under these Terms and Conditions, if you breach any provision of these Terms and Conditions in any way, or if we reasonably suspect that you have breached these Terms and Conditions in any way, we may delete, unpublish or edit any or all of your content.

## **9. Your content: rules**

9.1 You warrant and represent that your content will comply with these Terms and Conditions.

9.2 You represent and warrant that your content is not illegal or unlawful, does not infringe any person's or legal entity's legal rights, and will not give rise to legal action against any person or legal entity including but not limited to NAVUS and Navus (in each case in any jurisdiction and under any applicable law).

9.3 Your content, and the use of your content by us and our sub-providers in accordance with these Terms and Conditions, must not:

- (a) be libelous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity];
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

9.4 Your content must be appropriate, civil and tasteful, and in accordance with generally accepted standards of etiquette and proper behavior on educational online platforms.

9.5 You must not use our apps and websites to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these Terms and Conditions.

9.6 You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

## **10. Report abuse**

10.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these Terms and Conditions, please let us know.

10.2 You can let us know about any such material or activity by email to [support@e-materials.com](mailto:support@e-materials.com).

## **11. Limited warranties**

11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information and materials published on our apps and websites;
- (b) that the information and materials on the apps and websites is up to date; or
- (c) that the apps and websites or any Digital Services will remain available.

11.2 We reserve the right to fully or partially discontinue, alter, modify and/or restrict any or all of our Digital Services (including the materials made available) and to stop publishing our website or apps, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these Terms and Conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Digital Services, or if we stop publishing the apps and websites.

11.3 To the maximum extent permitted by applicable law and subject to section 12.1, we exclude all representations and warranties relating to the subject matter of these Terms and Conditions, our apps and websites and the use of our apps and websites.

## **12. Limitations and exclusions of liability**

12.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this section 12 and elsewhere in these Terms and Conditions:

- (a) are subject to section 12.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

12.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.



- 12.4 We will not be liable to you in respect of any losses arising out of any event or event beyond our reasonable control. Specifically, neither NAVUS nor Navus (in its capacity as a third-party supplier) are liable for any issues that occur as a result of delegates or other users using the app and its provided services, including but not limited to: inaccurate program or congress data, map errors, connection issues, synchronization issues, bugs, data errors, loading time, registration errors, inaccurate E-materials service data, distorted displays etc.
- 12.5 We will not be liable to you in respect of (i) any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill; (ii) any loss or corruption of any data, database or software; and/or any special, indirect or consequential loss or damage.
- 12.6 We will not be liable for any damages or injury resulting from your access to, or inability to access, the materials, from your reliance on any information provided through the materials or for any possible inaccurate or misleading data or statements. Neither does NAVUS endorse the content or the use of any product in any way.
- 12.7 Please note that none of our third-party suppliers are in any way directly liable to you.
- 12.8 You accept that we have an interest in limiting the personal liability of NAVUS's and/or our third-party supplier's officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against NAVUS's and/or our third-party supplier's officers and employees in respect of any losses you suffer in connection with the apps and websites or these Terms and Conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

### **13. Indemnity**

- 13.1 You hereby indemnify us and our third-party suppliers, and undertake to keep us and our third-party suppliers indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us or our third-party suppliers in settlement of a claim or dispute) incurred or suffered by us or our third-party suppliers and arising directly or indirectly out of your use of our apps and website or any breach by you of any provision of these Terms and Conditions.

### **14. Breaches of these Terms and Conditions**

- 14.1 Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions related to our Digital Services in any way, or if we reasonably suspect that you have breached these Terms and Conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our apps and website.

14.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **15. Third party websites**

15.1 Our apps and website includes hyperlinks to other websites owned and operated by third parties such as partners or sponsors; such hyperlinks are not recommendations.

15.2 We have no control over third party websites and their contents, and subject to section 12.1 we do not accept any responsibility for them or any liability for any loss or damage that may arise from your use of such website and content.

## **16. Trade marks**

16.1 NAVUS and all logos used to brand our Digital Services and our other registered and unregistered trademarks are trademarks belonging to NAVUS (or Navus respectively); Navus gives no permission for the use of these trademarks, and such use may constitute an infringement of Navus' rights.

16.2 The third party registered and unregistered trademarks or service marks on our apps and websites are the property of their respective owners and, unless stated otherwise in these Terms and Conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

## **17. Competitions**

17.1 From time to time we may run competitions, knowledge tests and/or other promotions on our apps and website.

17.2 Competitions will be subject to separate Terms and Conditions (which we will make available to you as appropriate).

## **18. Variation**

- 18.1 We may revise these Terms and Conditions from time to time.
- 18.2 The revised Terms and Conditions shall apply to the use of our Digital Services from the date of publication of the revised Terms and Conditions on the Digital Services, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these Terms and Conditions.
- 18.3 If you have given your express agreement to these Terms and Conditions, we will ask for your express agreement to any revision of these Terms and Conditions; and if you do not give your express agreement to the revised Terms and Conditions within such period as we may specify, we will disable or delete your account with regard to the Digital Services, and you must stop using the Digital Services.

## **19. Assignment**

- 19.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms and Conditions.
- 19.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms and Conditions.

## **20. Severability**

- 20.1 If any provision of these Terms and Conditions is for any reason held to be invalid, illegal or unenforceable, the remaining provisions shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that to the highest extent reasonably possible achieves the original intention. This section shall apply accordingly if these Terms and Conditions are silent on an issue to be resolved.

## **21. Third party rights**

- 21.1 A contract under these Terms and Conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 21.2 The exercise of the parties' rights under a contract under these Terms and Conditions is not subject to the consent of any third party.

## **22. Entire agreement**

- 22.1 Subject to Section 12.1, these Terms and Conditions, together with our [privacy and cookies policy](#), shall constitute the entire agreement between you and NAVUS in relation to your use of our Digital Services through our apps and websites and shall supersede all previous agreements between you and us in relation to your use of our website.

## **23. Law and jurisdiction**

- 23.1 These Terms and Conditions shall exclusively be governed by and construed in accordance with Swiss law whereby international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of

11.04.1980 (CISG) and/or standard conflict of law rules are hereby excluded from application to these Terms and Conditions.

23.2 Any disputes relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the competent courts of Switzerland.

## **24. Contact details**

24.1 You can contact us:

- (a) by email for technical support at [support@navus.io](mailto:support@navus.io)
- (b) via post/

NAVUS Consulting GmbH  
Klingentalstrasse 47  
4057 Basel  
Switzerland