

## **GENERAL TERMS AND CONDITIONS (GTCs) OF THE INTERNATIONAL NEURO-UROLOGY SOCIETY (INUS)**

### **GENERAL PROVISIONS**

#### **Effective date and scope**

As of 1st January 2016 all services of the International Neuro-Urology Society (hereafter **INUS**), in particular events and contracts between the INUS and its customers, donors, partners etc. (hereafter **partners**) are exclusively subject to these GTCs. In case contracts between INUS and a partner are closed, the present GTCs will be applicable for all aspects which will not be ruled divergent from the GTCs (subsidiary applicability of the GTCs).

#### **Required written and signed form for contracts**

Provisions of the contractual partners of the INUS will have no contractual bearing and no legal effect on the INUS without express written and mutually signed agreement of both parties.

#### **Offers made by the INUS, conclusion of contract**

The validity of offers made by the INUS is limited to 30 days from the date of the offer. In addition, the INUS reserves the right to withdraw an as yet unaccepted offer at any time and with immediate effect.

Offers are valid only for the addressee. The acceptance of an offer from the INUS by the partner must be done in written to become legally binding.

Acceptance of an offer by the partner results in the formation of a binding contract and in so doing the partner at the same time accepts these GTCs mentioned in the binding contract.

#### **Agents and substitutions**

Unless otherwise agreed, the INUS reserves the right to call upon agents or substitute entities to fulfil its contractual obligations. Such contracts have to be made in written to be legally binding.

#### **Contract termination and alterations**

Unless otherwise contractually stated, the contract between the INUS and the partner ends with mutual fulfilment of the contractual conditions or through a legally valid statement of intent. Through mutual acceptance, a contract may be terminated or altered at any time. Contract amendments are to be made in writing and signed by all contracted parties, otherwise the INUS will not be bound by them.

#### **Prices, price lists and particulars**

Prices quoted by the INUS are in Euros (EUR) unless otherwise stated. The partner is exclusively liable for the costs of taxes (including value-added tax / sales tax etc.), fees and levies of any kind.

General price lists produced by the INUS which are not intended for any one or several particular addressee, inclusive of prices listed on the internet, are indicative only and are not offers under the auspices of these GTCs. The INUS reserves the right to change such price lists and particulars at any time.

## Delivery conditions

The INUS bears the risk for all deliveries commissioned by the INUS itself. The risk for all other deliveries is borne by the recipient of the delivery / partner.

## Liability

The INUS is liable only in cases of wilful misconduct or gross negligence.

The INUS is not liable if the service provided by the INUS which resulted in the partner incurring damages was not used or employed in the agreed manner or if the main cause of the damages was the fault of the partner.

## Membership

The terms and conditions of INUS membership are regulated in the statutes of the INUS published on the INUS web page ([www.neuro-uro.org](http://www.neuro-uro.org)).

Membership application and registration occurs through the INUS web page ([www.neuro-uro.org](http://www.neuro-uro.org)). Upon first registration, acceptance as INUS member is provisional. Following verification of the membership application within 30 days of application by the INUS committee, the INUS membership will be confirmed (by email or in written). In the case that membership is rejected by the INUS committee, the paid membership fee will be fully reimbursed.

## Data processing / handling of entrusted data

To apply for and register as a member of the INUS, it is necessary to provide current and valid contact details via the INUS webpage to enable the INUS office to make contact with its members and to communicate relevant information. INUS members have the ability to search for other INUS members to make contact with them.

All data will be stored and accessed by the INUS using electronic data processing. Personal information will be stored confidentially and once saved will be appropriately secured against access by unauthorised persons. The partner declares that they are aware of the risks involved in using electronic data processing with regard to possible, limited access by third parties ("hacking"), and expressly agrees to the electronic data processing and the use of e-mail communication.

Patient or research data presented in the context of events organised by INUS remain the copyright of the presenters, unless otherwise stipulated. Unauthorised further use of such data is prohibited / punishable by law and offenders may be prosecuted.

Data entrusted by the partner by the INUS will be used for business or scientific purposes only. Without express prior consent, no such data will be passed onto third parties, nor used in the production of non-binding third-party offers.

In addition, the provisions of the Swiss Data Protection Law apply.

## Severability clause

If any provision in these GTCs or in the concluded contract become wholly or partially invalid, the validity of the remaining provisions and agreements shall not be affected.

The provisions in question shall be interpreted and supplemented that the intended business purpose is achieved.

## Applicable law

Swiss law applies. In particular the Swiss code of civil procedure and Swiss substantive law applies exclusively without Swiss conflict of laws, especially United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention CISG).

## Jurisdiction

The legal jurisdiction for disputes arising from the legal relationship between the INUS and its partners will be the domicile of the INUS.

## ***EVENTS HOSTED BY THE INTERNATIONAL NEURO-UROLOGY SOCIETY***

### Registration procedure and programme / content.

The INUS regularly organises educational events, i.e. workshops, lectures, conferences. Participation in such events may only be permitted after prior registration and payment of all charges in advance.

Participation does not entitle participants to influence the content or present at INUS events. The event programme and participation fees will be published on the INUS homepage a reasonable time in advance of the event.

Event content and participant fees published in the programme will be adhered to by the INUS to the best of its ability. The INUS reserves the right, however, to make changes at short notice. Alteration of the programme including cancellation of individual programme elements does not result in the right of participants to claim a full or partial reduction or refund of the participant fees.

Travel to and from the conference as well as the arrangement and cost of accommodation remains the responsibility of the participant.

## Liability

The INUS accepts no liability for personal injury or damage to property sustained in the context of participation at a conference organised by the INUS. Exceptions to this limitation of liability are cases of wilful misconduct or gross negligence attributable to the INUS.

## Terms of payment

Unless otherwise agreed, 100% of the registration fee is due immediately (in the case of online payment) or within 30 days (when invoiced). The INUS is only obliged to provide its services if payment is completed on time. In cases of non-payment, the INUS reserves the right to cancel the contract and to refuse participation to the party involved. If the participant is unable to use the purchased service of the INUS (for instance in case of illness) following successful payment, an application for a maximal refund of 50% of the payment must be made 30 days before the date of service delivery. No



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refund is allowed if an application is made less than 30 days before the date of service delivery.

## ***COPYRIGHT AND OTHER PROPRIETARY RIGHTS RELATING TO THE INUS***

Unless a written agreement to the contrary is made, all rights (especially copyright, design and model rights) remain with the INUS.

If a transfer of such rights to the partner is agreed upon, transfer takes place only after full payment of the agreed price.

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