



# Terms of use and Privacy Policy of [www.myebr.org](http://www.myebr.org)

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## Part I.- Terms of use of [www.myebr.org](http://www.myebr.org)

### I. Identifying data

EUROPEAN BOARD OF RADIOLOGY, S.L.U. is a Spanish Company registered in the Commercial Register of Barcelona in volume 42942, page 117, sheet B420225, Passeig de Gràcia 86, Planta 8, 08008 Barcelona, SPAIN with NIF-B65668006 (hereafter, "EBR") and contact email [administration@myebr.org](mailto:administration@myebr.org).

EBR aims to disclose and recognize the knowledge in the field of Radiology through the organization of exams on the subject and certifying the quality and the official recognition of the conferences, courses, e-learning material, seminars and symposiums in the field of Radiology.

To carry out its certification activities, EBR is cooperating with the UNION EUROPÉENNE DES MÉDECINS SPECIALISTES –, Avenue de la Couronne, 20 BE-1050 Brussels BELGIUM – registered at Belgium with VAT number BE 0469.067.848 (hereafter, "UEMS") and both entities organize jointly the accreditation of international live educational events ("LEEs") and accreditation of e-learning material in imaging. The "ACCREDITATION COUNCIL IN IMAGING" (hereafter, "ACI") is the specialist body of EBR which is carrying out the proceeding of the abovementioned accreditation in collaboration with the European Accreditation Council for Continuing Medical Education (EACMEE) of the UEMS.

### II. Access

These terms and conditions, apply to the Website and all services available online. We may amend this terms and conditions from time to time. For this reason, we recommend you read this terms and conditions every time you access the Website.

By accessing, browsing and using our website or any of our applications through whatever platform (hereafter collectively referred to as the "Website") and/or by completing



registration, you acknowledge and agree to have read, understood and agreed to our privacy statement and the terms and conditions set out below.

This Website, its content, infrastructure, the online exam registration service and the certification service carried out by ACI through the Website (the "service") are operated and provided by EBR and subject to the terms and conditions.

Access to certain content is available only to registered users. Similarly, access to certain other content is conditional upon subscription to a particular product or service (e.g. access to EDiR Examination Content) or upon membership/user status.

### **III. Use of the services provided**

Through the website we provide the facility through which users can register for the European Diploma in Radiology (hereafter, "EDiR") exam. By making an exam reservation through the Website you enter into a direct (legally binding) contractual relationship with EBR. From the point at which you register for the exam, you can access on the website to the Terms and Conditions that regulate and describe all the examination process carried out by EBR.

When rendering this service, the exam information that we provide is based on the information given to us by the European Society of Radiology (hereafter "ESR").

Through the Accreditation Council in Imaging (hereafter, "ACI") and its website [www.myeber.org/ACI](http://www.myeber.org/ACI), EBR also provides intermediary services of accreditation of Radiological and Imaging Live Educational Events (LEEs) in collaboration with the European Accreditation Council for Continuing Medical Education (EACMEE) of the UEMS. You can access on the website to the Terms and Conditions which regulate and describe all the accreditation process carried out by EBR/UEMS. It is the user's obligation to perform a lawful use of the services provided on the Website in accordance with current legislation without causing any damage to EBR or any third party, and without alter or hinder the proper functioning of the Website.



Through the European Training Assessment Programme) (hereafter, "ETAP 2.0") and its website [www.myebr.org/etap/](http://www.myebr.org/etap/), EBR also provides services of certification the excellence for training institutions in radiology in collaboration with the European Accreditation Council for Continuing Medical Education (EACMEE) of the UEMS. You can access on the website to the Terms and Conditions which regulate and describe all the certification process. It is the user's obligation to perform a lawful use of the services provided on the Website in accordance with current legislation without causing any damage to EBR or any third party, and without alter or hinder the proper functioning of the Website.

The user guarantees that the activities carried out through this Website will be according to law, morality, public order and good customs, not being harmful for EBR or to other users.

#### **IV. Exclusion of guarantees, liability and indemnity**

Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors, any interruptions, (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information.

EBR cannot endorse all statements or opinions made on the Website. Under no circumstances will EBR be held liable for any decision taken or acted upon as a result of reliance on the content of the Website. Please refer to the Disclaimer for complete information on this matter.

EBR reserves the right to add, modify or remove any information, products and/or services from the Website at any time and without notice.

Under no circumstances will EBR or any affiliated staff or web site contributors, be liable to you, as a web site visitor or any other person or body, for any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed within EBR web site . You agree that neither EBR nor any affiliated staff or web site contributors, will be responsible for any loss or damage (including, without limitation, direct, indirect,



incidental, special or consequential damages), or loss of data or loss of profit, even if EBR or any affiliated staff or web site contributors, has been advised of the possibility of such loss.

You irrevocably indemnify EBR and its affiliated staff and web site contributors, from and against, any and all losses, damages and costs, suffered or incurred by EBR and its affiliated staff and web contributors, of whatsoever nature, arising out of or in connection with, your use, provision, or distribution of information or any part of the EBR Web Site component contents, that arise in relation to any breach by you of any term of use stated in the present document.

## V. Intellectual Property

All content on the Website is copyright under Spanish and International law established by the Intellectual Property Law.

The EBR Logo is a registered trademark and its use is protected under European Trademark Law. Reproduction or use of the EBR logo, without the prior written permission of EBR, is strictly prohibited.

Copy, modification or use of the the Website or its contents for any commercial purpose without the authorization of EBR is a violation of the intellectual property rights owned by EBR and/or its contributors. Any copying or redistribution for commercial purposes or for compensation of any kind requires prior written permission from EBR.

The use of EBR corporate visuals (including, but not limited to, graphics, images,) is subject to written authorization by EBR.

Any unapproved use may result in actions being taken by EBR to require removal of material concerned from display/distribution and possible legal action. For more information, please refer to EBR.

The EBR Web Site and all of its component elements, including text, graphics, images, hyperlinks and other materials supplied by EBR contributors and/or third parties, is for



general educational and informational purposes only and must not take the place of professional medical advice. Those seeking medical advice should always consult a medical professional.

EBR disclaims any responsibility concerning the information and/or materials on sites hyperlinked from the EBR Web Site.

## **Part II .- Privacy Policy of [www.myebr.org](http://www.myebr.org)**

This Privacy Policy describes the ways in which EBR, collect, hold and use information about individual persons who visit [www.myebr.org](http://www.myebr.org).

BY USING THIS WEBSITE, YOU CONSENT TO THE COLLECTION AND USE OF INFORMATION AS SET FORTH IN THIS PRIVACY POLICY. YOU ALSO ACKNOWLEDGE THAT EBR MAY PERIODICALLY CHANGE, MODIFY, ADD OR REMOVE OR OTHERWISE UPDATE THIS PRIVACY POLICY AT ITS DISCRETION, WITHOUT PRIOR NOTIFICATION. THEREFORE, WE ADVISE YOU TO READ THIS PAGE EVERY TIME YOU VISIT OUR WEBSITE. However, we will always handle your Personal Information in accordance with the Privacy Policy that was in effect at the time of collection. It is our intention to post changes to our privacy policy on this page so that you are fully informed concerning the types of information we are gathering, how we use it, and under what circumstances it may be disclosed.

### **VI. Personal Data we collect**

The term "Personal Data" as used in this Privacy Policy refers to information that can be used to identify you, which shall only comprise the following categories: name, birth date, academic qualifications, e-mail address, mailing address, and telephone number. We will only process your Personal Data as described in this Privacy Policy. However, further processing may be conducted in order to comply with legal obligations, as in support of any legal or criminal investigation.

### **VII. Personal Data Processing**



Most of our services do not require any form of registration, allowing you to visit our site without telling us who you are. However, some services may require you to provide us with Personal Data. In these situations, if you choose to withhold any Personal Data requested by us, it may not be possible for you to gain access to certain parts of the site and for us to respond to your query.

We may collect and use Personal Data to provide our services, and to facilitate the payment methods of the requested services (e.g. examination fees, ACI's fees, etc.), or to communicate with you for other purposes which are evident from the circumstances or about which we inform you when we collect Personal Data from you.

EBR ensures compliance with the provisions of the Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter referred to as LOPDGDD), the Spanish Law 34 / 2002, of July 11, on Services of the Information Society and on the Electronic Commerce (LSSI), and the Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, RGPD) and other legislation in force. For this reason, EBR has taken of technical and organizational measures to guarantee the security in its installations, systems and files.

Any provided data shall integrate a personal data file with the name "CUSTOMERS AND/OR SUPPLIERS" owned by EBR as the data controller, which shall be processed according to the measures determined in the appropriate Privacy Impact Assessment EBR has conducted.

#### **VIII. Identification of the data controller**

EUROPEAN BOARD OF RADIOLOGY, S.L.U. is a Spanish Company with Spanish Tax Identification Number (N.I.E.) nº B65668006, with registered offices in Passeig de Gràcia 86, 8<sup>th</sup> floor, 08008 Barcelona, SPAIN, and contact email [administration@myebr.org](mailto:administration@myebr.org).

#### **IX. Purpose of the data processing, conservation and legitimation**



The EBR shall access and process the personal data contained in the files owned by it exclusively for the following purposes: (a) to perform the provision of services offered in the Website, and (b) to undertake advertising and promotional activities of EBR by any means of communication. Additionally, and specifically referred to the processing of data collected by means of a cookie, to ensure the user a better browsing and navigation through the Website.

Any personal data provided will be kept as long as the data subject does not request its deletion or, when applicable, as long as the contractual relationship between the parties is maintained from the date of the last confirmation of interest of the User of the Website, in such cases the data must be destroyed or returned to the person responsible for them; along with any mean or document containing any personal data subject to processing. All this without prejudice to the existence of a legal provision that requires the conservation of certain data or that these data may be useful in the event of a claim arising from the provision of any agreed services.

The legal basis for processing the User's data is (a) the legitimate purpose of maintaining the contractual relationship between EBR and the User and (b) the express consent to keep the User informed, including by electronic means, about EBR products and services. Any further processing, such as the transfer of data to third parties, shall be performed with the previous and express consent of the User.

## **X. Non-disclosure of Personal Data**

We will not sell, share, or otherwise distribute your Personal Data to third parties without your personal and express consent.

With your previous and express acceptance, we may transfer your Personal Data to other EBR partner worldwide that agree to treat it in accordance with this Privacy Policy.

we may also disclose your Personal Data to third parties who act for or on our behalf, and under its capacity of Data Processor, for further processing in accordance with the purpose(s) for which the data were originally collected or may otherwise be lawfully processed, such as delivery services, evaluating the usefulness of this website, marketing,





data management or technical support. These third parties have contracted with us to only use Personal Data for the agreed upon purpose, not to sell your Personal Information to third parties, and not to disclose it to third parties except as may be required by law, as permitted by us or as stated in this Privacy Policy.

Personal Data collected from you may also be transferred to a third party in the event that the business of this site or a part of it and the customer data connected with it is sold, assigned or transferred, in which case we would require the buyer, assignee or transferee to treat Personal Data in accordance with this Privacy Policy and would personally notify you. Also, Personal Data may be disclosed to a third party if we are required to do so because of an applicable law, court order or governmental regulation, or if such disclosure is otherwise necessary in support of any criminal or other legal investigation or proceeding here or abroad.

## XI. Exercise of rights

Whenever we process Personal Data, we take reasonable steps to ensure that your Personal Data is kept accurate and up-to date for the purposes for which it were collected. We will provide you with the ability to object to the processing of your Personal Data if such processing is not reasonably required for a legitimate business purpose as described in this policy or our compliance with law.

In the case of electronic direct marketing, we will provide you with a method to opt out of receiving further marketing materials or with a method to opt in if required by law.

The User may exercise the following rights, provided for in the RGPD, in relation to the processing of his/her personal data:

- Right to request access to personal data relating to the data subject.
- Right to request rectification or deletion.
- Right to request limitation of your treatment,
- Right to object to treatment.
- Right to data portability.



- The right not to be subject to automated individualized decisions.

Such rights may be exercised by written communication addressed to THE EUROPEAN BOARD OF RADIOLOGY, S.L.U., with Spanish Tax Identification Number (N.I.E.) nº B65668006, with registered offices in Passeig de Gràcia 86, Àtico, 08008 Barcelona, SPAIN, and contact email [administration@myebr.org](mailto:administration@myebr.org). In both cases, the interested User must attach a copy of his/her national identity card, passport or other valid document that identifies him/her. The communication must be made immediately and in no case later than the working day following receipt of the request, together, where appropriate, with other information that may be relevant to the resolution of the request.

If you contact us, please note the specific information you would like us to correct, update or delete plus a proper identification of you.

We also inform you that you can exercise your rights before the relevant supervisory authority. If applicable, the Spanish Data Protection Agency (AEPD), with registered offices at Calle Jorge Juan, nº6, 28001 Madrid.

## **XII. Security and confidentiality**

To ensure the security and confidentiality of Personal Data that we collect online, we use data networks protected, inter alia, by industry standard firewall and password protection. In the course of handling your Personal Data, we take measures reasonably designed to protect such information from loss, misuse, unauthorized access, disclosure, alteration or destruction.

EBR also guarantees that it has implemented mechanisms for:

- a) Ensure the continued confidentiality, integrity, availability and resilience of treatment systems and services.
- b) Restore availability and access to personal data quickly in the event of a physical or technical incident.



- c) Verify, evaluate and evaluate, on a regular basis, the effectiveness of the technical and organizational measures implemented to guarantee the security of the treatment.
- d) Pseudonymize and encrypt personal data, if applicable.

### **XIII. Data transfer**

EBR is member of the European Society of Radiology and collaborates with many other scientific and education institutions in the fields of medicine and radiology, some of which are operated by third parties.

We may transfer your data to our collaborator databases outside your country of domicile, potentially including countries which may not require an adequate level of protection for your Personal Data compared with that provided in your country.

### **XIV. "Cookies" and internet tags**

We may collect and process information about your visit to this website, such as the pages you visit, the website you came from and some of the searches you perform. Such information is used by us to help improve the contents of the site and to compile aggregate statistics about individuals using our site for internal, market research purposes. In doing this, we may install "cookies" that collect the domain name of the user, your internet service provider, your operating system, and the date and time of access.

A "cookie" is a small piece of information which is sent to your browser and stored on your computer's hard drive. Cookies do not damage your computer. You can set your browser to notify you when you receive a "cookie," this will enable you to decide if you want to accept it or not. If you do not want us to install cookies, you can change the Cookies configuration of your browser. These adjustments are normally found in 'options' or 'preferences' in the menu of your browser.

However, we would like to inform you that if you do not accept the use of Cookies you may not be able to use all functionality of your browser software. We may obtain the services of



outside parties to assist us in collecting and processing the information described in this Section.

#### **XV. Links to other sites**

This Privacy Policy applies only to this Website, and not to websites owned by third parties. We may provide links to other websites which we believe may be of interest to our visitors.

We aim to ensure that such websites are of the highest standard. However, due to the nature of the internet, we cannot guarantee the privacy standards of websites to which we link or be responsible for the contents of sites other than this one, and this Privacy Policy is not intended to be applicable to any linked, non-EBR site.

### **Part III.- General statements**

#### **XVI. Contact us**

If you have any queries or complaints about our compliance with this Privacy Policy, or if you would like to make any recommendations or comments to improve the quality of our Privacy Policy, please email us at [administration@myebr.org](mailto:administration@myebr.org).

#### **XVII. Null and void clauses**

In case of nullity or inefficiency which may be declared about the content, partial or total, of the present Terms of use and Privacy Policy, it will only affect the provision or part thereof affected, which shall be deemed as not inserted, the rest of the content being kept, except if it is essential for the present Terms of use and Privacy Policy.

#### **XVIII. Applicable Law**

These Terms of use and Privacy Policy shall be governed by and construed in accordance with the current Spanish legislation.

Any dispute or controversy arising out of the existence, access, use or content of these Terms of use and Privacy Policy, shall be submitted to the jurisdiction and exclusive competence of the courts and tribunals of Barcelona.

