



**General Condition of use for website:** [www.brain-amn.org](http://www.brain-amn.org)

#### **Article 1. Legal information**

1. The website [www.brain-amn.org](http://www.brain-amn.org) is the property of the World Association for Multidisciplinary Neurotraumatology (WAMN), registered under CIF No 41976660 within the Romanian Register of Associations and Foundations, having its registered office in Romania, 400364 Cluj-Napoca, 37 Mircea Eliade Street, e-mail address: [office@brain-amn.org](mailto:office@brain-amn.org).

#### **Article 2. Definitions**

1. The terms herein below shall be defined by the parties as follows:

- "Positive click": a click is the electronic version of "yes" or acceptance;
- "Party": designates either the WAMN or the user when used in the singular, and both the user and the WAMN when used in the plural;
- "Services": designates the set of features accessible online and offered on the user;
- "User": general designation for any person accessing the website content;
- "Website": webpage available at URL [www.brain-amn.org](http://www.brain-amn.org).

#### **Article 3. Purpose**

1. These Terms and Conditions are intended to define the conditions for access to, and use of, the website, along with the rights and obligations of users.

#### **Article 4. Prerequisites**

1. 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 Terms and Conditions;
- Possesses the necessary equipment enabling access to the website;
- Possesses a valid e-mail address.

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

#### **Article 5. Acceptance of the General Terms and Conditions**



1. The User declares that she/he unreservedly accepts the General Terms and Conditions herein.
2. The Users state that they:
  - Are aware of the conditions under which the website operates;
  - Possess the technical skills for normal access and use of the user account in accordance with the General Terms and Conditions herein;
  - Comply with the prerequisites.
3. These General Terms and Conditions are considered as accepted under the following condition:
  - By accessing and applying for membership, the User acknowledges and accepts that his/her commitment does not require a written or electronic signature, since the acceptance of these General Terms and Conditions is expressed through positive clicks.

#### **Article 6. Enforceability**

1. The Users may avail themselves of the services offered by the website only if they accept the General Terms and Conditions laid out herein.
2. The General Terms and Conditions herein are enforceable from the time they are accepted by the User according to the preceding 'Acceptance of the General Terms and Conditions' paragraph.
3. The World Association for Multidisciplinary Neurotraumatology reserves the right to make any changes it deems necessary and relevant, to the General Terms and Conditions herein.
4. The World Association for Multidisciplinary Neurotraumatology 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.
5. 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. The User remains liable for any use of his/her user account before the shutdown.
5. The General Terms and Conditions shown on the website at the time the user account is created shall prevail over any printed version with an earlier date.
7. Users may access the valid General Terms and Conditions at any time.

#### **Article 7. Technical support**



1. The World Association for Multidisciplinary Neurotraumatology shall endeavour to make services available to all users in the best possible way.
2. However, the World Association for Multidisciplinary Neurotraumatology cannot ensure full technical compatibility of the services offered; these can operate smoothly and adequately only if supported by the Users' software and hardware environment.
3. The World Association for Multidisciplinary Neurotraumatology also provides the User with a feature designed to meet all requirements for the use of the services available on the user account and to collect any complaints.
4. 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 channel to contact the World Association for Multidisciplinary Neurotraumatology: [office@brain-amn.org](mailto:office@brain-amn.org).

## **Article 8. Obligations of the World Association for Multidisciplinary Neurotraumatology**

### **1. Quality of the services**

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

### **2. Maintenance and upgrades**

- 2.1 The World Association for Multidisciplinary Neurotraumatology 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.
- 2.2 The World Association for Multidisciplinary Neurotraumatology 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.

2.3 The World Association for Multidisciplinary Neurotraumatology 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.

2.4 The World Association for Multidisciplinary Neurotraumatology reserves the right to supplement or modify, at any time, the user account and the services provided in keeping with the technology change and shall keep the users informed in this regard.

## **Article 9. User obligations**

### **1. Compliant use**

1.1 The User is responsible for the use of the services and activities carried out in his/her user account.

1.2 The User undertakes to use the user account fairly and adequately, in compliance with these General Terms and Conditions; 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.

1.3 The User shall refrain from any behaviour that is illegal or would constitute fraud with respect to the World Association for Multidisciplinary Neurotraumatology, other users, or third parties.

1.4 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.

1.5 Generally, the User undertakes to notify World Association for Multidisciplinary Neurotraumatology of any problem found in using the services or the user account.

### **2. Security**

2.1 The User account is an automated data management system.

2.2 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. The User shall ensure to not introduce viruses, malware, or any other harmful technology into the user account or services offered therein.

2.4 Unauthorized access to any account shall be considered unlawful access in the meaning provided for by the Romanian Penal Code.



2.5 The User undertakes to consider all the information accessed without authorization as confidential information and consequently shall not disclose it.

2.6 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 website.

2.7 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.

2.8 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.

2.9 The World Association for Multidisciplinary Neurotraumatology exercises its best efforts to secure the user account against any risks, in keeping with the latest technology, and consideration of the nature of the information handled.

2.10 The User shall take any appropriate measures to ensure his/her own security, especially with respect to the handling of his/her username 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**

1. The World Association for Multidisciplinary Neurotraumatology shall not be held liable for breach of these Terms and Conditions by a user, nor for user activities within the user account, whether or not they constitute misconduct.

1a The liability of World Association for Multidisciplinary Neurotraumatology for any pecuniary damages or losses of a user shall be restricted to damages or losses caused by willful intent or gross negligence of the World Association for Multidisciplinary Neurotraumatology.

## **Article 13. Intellectual property**

### **1. Items belonging to the World Association for Multidisciplinary Neurotraumatology**

1.1 These Terms and Conditions do not imply any transfer whatsoever to the User of intellectual property rights over items belonging to the World Association for Multidisciplinary Neurotraumatology.

1.2 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, databases, sounds, videos, domain names, design, World Association for Multidisciplinary Neurotraumatology's knowledge, and all the other elements comprising the user account or any additional information, are the exclusive property of the World



Association for Multidisciplinary Neurotraumatology, 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.

1.3 Any total or partial reproduction and/or representation of any of these items without the express permission of the World Association for Multidisciplinary Neurotraumatology is forbidden and shall constitute an infringement punishable by law.

1.4 Therefore, the User shall refrain from any activity or action that could directly or indirectly affect the World Association for Multidisciplinary Neurotraumatology's intellectual property rights.

## **2. Third-party items**

2.1 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. They are protected by intellectual property laws as recognized by current regulations.

2.2 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, databases, or documents that are disclosed to the User in a general way during the performance of these General Terms and Conditions.

2.3 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.

2.4 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**

1. The User personal information may be collected when he/she logs into his/her user account, places orders completes his/her user profile or fills in forms.

2. Pursuant to data protection law,—regarding IT, files, and modified freedoms—, the Customer is aware that, the World Association for Multidisciplinary Neurotraumatology has responsibility for handling personal information and has implemented a process for the following purposes:

Management of membership submissions with users in general;



- Management of user profiles;
- Management of user accounts;
- Sales management and marketing;
- Customer satisfaction;
- Management of claims for a refund;
- Management of registrations for congresses organized by the World Association for Multidisciplinary Neurotraumatology and associated services;
- Access to online educational products provided by the World Association for Multidisciplinary Neurotraumatology or by a contract partner.

3. This information is intended for the World Association for Multidisciplinary Neurotraumatology and any sub-contractors for the aforementioned purposes, as well as for contract and business partners for prospection and survey purposes.

4. The use of an asterisk in the forms designed to collect personal data, instructs the User where the information requested is mandatory. The proper and timely handling of the User's requests are conditional upon the provision of such mandatory data.

5. Pursuant to data protection law the User may access his/her personal data to check, modify, complete, update, lock, or erase any personal information deemed inaccurate, incomplete, incorrect, ambiguous, outdated, or for which collection, use, share, or archiving is prohibited.

6. Likewise, the User is entitled to raise legitimate objections to the handling of his/her information and to object to having his/her personal information used for commercial solicitation purposes.

7. The said rights are exercised via e-mail, to which a copy of an identity document is attached, and sent to [office@brain-amn.org](mailto:office@brain-amn.org), or by post to World Association for Multidisciplinary Neurotraumatology, 37 Mircea Eliade Street, 400364 Cluj-Napoca, Romania.

8. The User may at any time request to not receive the newsletters to which he/she has subscribed by clicking on the relevant link at the bottom of the page of each e-mail he/she receives, or by sending an e-mail to [office@brain-amn.org](mailto:office@brain-amn.org) as well as unsubscribing by clicking the 'Unsubscribe' button in email's footer.

#### **Article 15. Cookies**



1. During a session in the user account, cookies or other tracers may sit on the website or the user terminal.
2. For further information, please read our privacy policy.

#### **Article 16. Links**

1. Users may not insert links to the user account without the World Association for Multidisciplinary Neurotraumatology's express and prior authorization.

#### **Article 17. Advertising and promotional offers in the user account**

1. The World Association for Multidisciplinary Neurotraumatology reserves the right to possibly disseminate free or paid advertising or promotional messages on the user account relating to the field of neurotraumatology in the broadest sense.

#### **Article 18. Traceability**

1. For the purpose of service provision, the World Association for Multidisciplinary Neurotraumatology reserves the right to keep the users' history of logins to the user account for six months.

#### **Article 19. General provisions**

##### **1. Good faith**

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

##### **2. Truth**

2.1 The Parties declare that the present undertakings are true.

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

##### **3. Headings**

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

##### **4. Nullity**





If one or more provisions of these General Terms and Conditions 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.

## **5. Tolerance**

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.

## **6. Transfer**

The User agrees that the rights and obligations arising from these Terms and Conditions may be transferred by the World Association for Multidisciplinary Neurotraumatology to a third party, especially in case of a merger or an acquisition.

## **7. Agreement on proof**

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

7.2 The computerized records stored within the World Association for Multidisciplinary Neurotraumatology's IT systems shall be kept under reasonably safety conditions and shall be considered as proof of communications, orders, and payments between the parties.

7.3 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**

1. All the information presented in the user account is in English.
2. These Terms and Conditions are governed by the laws of Romania.
3. 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**

1. IN THE EVENT OF A DISPUTE ARISING OUT, OF THE PERFORMANCE OF SERVICES SUBJECT TO THESE GENERAL TERMS AND CONDITIONS, THE PLACE OF VENUE SHALL BE THE FIRST DISTRICT OF THE MUNICIPALITY OF VIENNA, AUSTRIA,

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