AGREEMENT FOR THE USE OF EPOS

1. **Area of Application**

1.1. This Agreement for the Use of EPOS (the "Agreement") governs the use of the European Society of Radiology's (ESR) Electronic Presentation Online System (EPOS) by the Users. User's access to and the use of EPOS are conditioned on the acceptance of and compliance with this Agreement.

1.2. The Electronic Presentation Online System (EPOS) is a database of posters provided by the ESR, Users or third parties in the field of radiology.

1.3. By accessing or using EPOS, the User expressively agrees to be bound by this Agreement.

2. **Definitions**

   a. "Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

   b. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work which constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License.

   c. "License" means the terms and conditions under which the Licensor grants the Reader to use the Work.

   d. "Licensor" means the individual or entity that offers the Work under the terms of this License.

   e. "Original Author" means the individual or entity who created the Work.

   f. "Work" means the copyrightable work of authorship offered under the terms of this License.

   g. "Reader" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

   h. "Publicly Perform" means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.

   i. "Reproduce" means to make copies of the Work by any means, including storage in digital form or other electronic medium.

   j. "User" means authorized customers of ESR using EPOS, Users are divided into "Licensor" and "Reader" as defined above.
3. **Registration as User**

When registering for access to EPOS, the User commits to provide ESR with true and accurate data as stated in the online registration form. The User also commits to inform ESR within 14 days of any changes in the data provided (e.g., different name, different address, etc.). ESR may demand from the User documents to verify the data provided by the User. If the User fails to verify his data in due time, ESR may deny the User access to EPOS at ESR’s sole discretion without liability to the suspended User.

4. **Publication in EPOS and Licensor’s Affirmations**

4.1. In order to have Licensor’s Work published in EPOS, the Licensor shall submit an abstract of his Work to ESR. If the Licensor’s Abstract is accepted by ESR, the Licensor covenants to provide the digital material of his Work to EPOS in due time.

4.2. The Licensor acknowledges that whether or not his Work is published in EPOS lies at the sole discretion of ESR. In any case the publication of Licensor’s Work is subject to the paying of ESR’s publication fee by the Licensor.

4.3. The Licensor affirms to ESR that his Work does not contain any material that is libelous, defamatory, or otherwise unlawful, and that Work does not contain any material that invades the right of privacy or any proprietary right and has not been previously submitted to EPOS. The Licensor affirms that he has the right to assign license to his Work. The Licensor further affirms that if his Work contains any material that has been previously published, he was entitled to use this material by applicable law or has obtained a transferable license from the copyright holder. If the Work was produced by Co-Authors, the Licensor submitting to EPOS warrants that he was given power of attorney to represent the other Co-Authors (Co-Licensors) and is entitled to provide License according to Section 5. For the avoidance of doubt the Licensor will not receive any royalty or other monetary compensation for publishing his Work in EPOS or providing License to Reader according to Section 5.

4.4. The Licensor agrees to provide the Reader a License to the Work as defined in Section 5. of this Agreement.

5. **License to Licensor’s Work published in EPOS**

5.1. **License**

The Work (as defined above) is provided under the terms of this Agreement. Work is protected by copyright and other applicable law. Any use of the Work other than as authorized under this License is prohibited. The Licensor grants Readers of EPOS the rights contained herein in consideration of the Reader’s acceptance of this Agreement.

5.2. **Fair Use Rights**

Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

5.3. **License Grant**

5.3.1. Subject to the terms and conditions of this License, the Licensor hereby grants the Reader a worldwide, royalty-free, non-exclusive, perpetual [for the duration of the applicable copyright] license to exercise the rights in the Work as stated below:

   a. to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

   b. to create and reproduce Derivative Works;
c. to distribute copies, display publicly, perform publicly, and perform publicly by means of a digital transmission the Work including as incorporated in Collective Works;

d. to distribute copies, display publicly, perform publicly, and perform publicly by means of a digital transmission Derivative Works;

5.3.2. The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by the Licensor are hereby reserved.

5.4. Restrictions

The license granted in Section 5.3 above is expressly made subject to and limited by the following restrictions:

a. The Reader may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and the Reader must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Work the Reader distributes, publicly displays, publicly performs, or publicly digitally performs. The Reader may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. The Reader may not sublicense the Work. The Reader must keep intact all notices that refer to this License and to the disclaimer of warranties. The Reader may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If the Reader creates a Collective Work, upon notice from any Licensor, the Reader must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If the Reader creates a Derivative Work, upon notice from any Licensor, the Reader must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

b. The Reader may not exercise any of the rights granted to him in Section 5. mentioned above in any manner that is primarily intended for, or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

c. If the Reader distributes, publicly displays, publicly performs, or publicly digitally performs the Work or any Derivative Works or Collective Works, the Reader must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means the Reader is utilizing by conveying the name [or pseudonym if applicable] of the Original Author if supplied; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier (URI), if any, that the Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work [e.g., "French translation of the Work by Original Author"]. Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5.5. Representations, Warranties and Disclaimer
Unless otherwise mutually agreed by Licensor and Reader in writing, the Licensor offers the Work as-is and makes no representations or warranties of any kind concerning the Work, express, implied, statutory or otherwise, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, noninfringement, or the absence of latent or other defects, accuracy, or the presence of absence of errors, whether or not discoverable.

5.6. Limitation on Liability

Except to the extent required by applicable law, in no event will the Licensor be liable to the Reader on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out of this License or the use of the Work, even if the Licensor has been advised of the possibility of such damages.

5.7. Termination

5.7.1. This License and the rights granted hereunder will terminate automatically upon any breach by the Reader of the terms of this License. Individuals or entities who have received Derivative Works or Collective Works from the Reader under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 5.1, 5.2, 5.5, 5.6, 5.7 and 5.8 will survive any termination of this License.

5.7.2. Subject to the above terms and conditions, the License granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, the Licensor reserves the right to release the Work under different license terms elsewhere or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

5.8. Miscellaneous

5.8.1. Each time the Reader distributes or publicly digitally performs the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to the Reader under this License.

5.8.2. Each time the Reader distributes or publicly digitally performs a Derivative Work, the Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to the Reader under this License.

5.8.3. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

5.8.4. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

5.8.5. This License constitutes the entire agreement between Licensor and Reader with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. The Licensor shall not be bound by any additional provisions that may appear in any communication from the Reader. This License may not be modified without the mutual written agreement of the Licensor and Reader.

6. ESR’s Copyright Policy

6.1. ESR respects the intellectual property rights of others and expects the User to do the same. ESR will respond to notices of alleged copyright infringements that comply with applicable law and are properly provided to ESR.
6.2. ESR reserves the right to remove content alleged to be infringing without prior notice, at
ESR’s sole discretion and without liability to the User. In appropriate circumstances, ESR will
also suspend or terminate a User’s account if the User is determined to be an infringer.

7. Disclaimers and Limitations of Liability regarding the Use of EPOS

7.1. The access to EPOS is at the User’s own risk. The User agrees that the services provided
by ESR in EPOS are on an “as-is” and “as-available” basis. Without limiting the foregoing to
the maximum extent permitted under applicable law, ESR disclaims all warranties and
conditions, whether express or implied, of merchantability, fitness for a particular purpose,
on non-infringement.

7.2. ESR makes no warranty and disclaims all responsibility for the completeness accuracy,
availability, timeliness, security or reliability of EPOS; any harm to the User’s computer
system, loss of data, or other harm that results from the User’s access to EPOS, the
deletion of files, or the failure to store or to transmit any content; and whether or not EPOS
will meet the User’s requirements or be available on an uninterrupted, secure, or error-free
basis. No advice or information obtained from EPOS will create any warranty of ESR not
expressly made herein.

7.3. ESR’s liability for any material and financial damage shall be excluded, unless the damage
was caused by willful intent or due to gross negligence. ESR’s liability for pure financial loss
and loss of profit is excluded.

7.4. EPOS may contain links to third-party websites or resources. User acknowledges and
agrees that ESR is not responsible or liable for the availability or accuracy of such websites
or resources or the content, products or services on or available from such websites or
resources. Links to such websites or resources do not imply any endorsement by ESR of
such websites or resources or the content, products or services on or available from such
websites or resources. When accessing EPOS / EPOS Website, the User’s web browser
may produce pop-up advertisements. These pop-up advertisements are most likely
produced by other web sites the User has visited or by third party software installed on the
User’s computer. ESR does not endorse or recommend services for the use of EPOS which
involves pop-ups.


8.1. These terms do not create an employment, agency, partnership or joint venture relationship
between ESR and the User.

8.2. The User agrees that ESR may provide notices, including those regarding changes of terms
of use by e-mail, regular mail or by posting on the EPOS Website.

8.3. Amendments and supplementations to the clauses contained in these Terms shall require
written form.

8.4. The place of performance for all the rights and obligations regarding the use of EPOS
between ESR and the User shall be Vienna, Austria.

8.5. These terms and the contractual relationship between the ESR and the User shall be
governed by and construed in accordance with the laws of Austria. The competent courts of
the First District of Vienna, Austria shall have jurisdiction to hear determine any suit, action
or proceeding and to settle any disputes between ESR and the User.