



## **Disclaimer / Terms and Conditions for Exhibitors/Sponsors**

### **Object of these Terms and Conditions**

The following Terms and Conditions of Use shall apply to any Exhibitor/Sponsor of EFORT that wishes to use for its own purposes (e.g. promotion, customer service, information about latest product development, Congress news etc. ) the website established by EFORT (this party is referred to herein as "the Exhibitor/Sponsor") via its Exhibition & Sponsorship site (referred to herein as "website"), EFORT referred to as "website" offers Exhibitor/Sponsors the facility to use the website as defined in "scope of service" below.

### **Exclusive application of these Terms and Conditions**

In connection with the services described above, the following Terms and Conditions shall apply exclusively.

### **Access**

Once the Exhibitor/Sponsor's registration has been approved by EFORT, the Exhibitor/Sponsor will be supplied with a password and user identification (ID) by mail.

The Exhibitor/Sponsor shall treat both the password and the user ID in confidence, and shall ensure that no third party gains access to or knowledge of them. The Exhibitor/Sponsor shall assume full responsibility for any and all actions taken using the password and/ or user ID. The Exhibitor/Sponsor further undertakes to inform EFORT ([congress@efort.org](mailto:congress@efort.org)) immediately of any unauthorized use of the password and /or user ID.

### **Scope of service**

1. The Portal operated by EFORT will normally be available to the Exhibitor/Sponsor and its customers 24 hours a day, and on any day of the year from the launch of the current year's congress database.
2. At any time, the Exhibitor/Sponsor will be able to:
  - a) feed in and update its corporate details including products
  - b) show the particulars of contacts within the company
  - c) inform customers about their congress activities
3. All rights to titles and trademarks or service marks are retained by EFORT. The opportunity to establish a presence on the Portal does not entail any transfer of rights of use of any nature.



4. EFORT is entitled to block access to the website or special content at any time for operational and/ or technical reasons, even at short notice. EFORT shall bear no liability for any damage resulting from technical disruption (e.g., any failure of the data link to or from the server), faulty data transfer and / or force majeure.

5. The Exhibitor/Sponsor hereby agrees that EFORT may, via this website and its associated services, issue information and press notices containing the name of the Exhibitor/Sponsor. EFORT can further make use of the data entered by the Exhibitor/Sponsor for its internal industry database.

### **Registration / Privacy / Data Security**

See "[Privacy Policy](#)".

### **Liability for content**

1. The Exhibitor/Sponsor undertakes to comply and to monitor such compliance, with all laws and regulations currently in force that pertain to the content the Exhibitor/Sponsor has posted.

2. EFORT is entitled to change or scrutinize the content the Exhibitor/Sponsor has posted to the website in order to check its compliance with the law.

3. In the event that the Exhibitor/Sponsor is in violation of any law currently in force or of these Terms and Conditions, and fails to promptly cease such violation when made aware of it by EFORT, the latter shall be entitled to block the Exhibitor's access to the website.

4. EFORT shall bear no liability for any content posted by the Exhibitor/Sponsor. This applies equally to any content to which the Exhibitor/Sponsor provides links on the website.

5. EFORT is obliged to inform all users of the website that the Exhibitor/Sponsor assumes sole responsibility for the content it has posted, and that no such responsibility rests with EFORT.

6. The Exhibitor/Sponsor indemnifies EFORT against liability for any and all content it has posted to the website. EFORT shall assume only such liability as cannot be excluded under the law.

7. The Exhibitor/Sponsor undertakes to observe the rules of "netiquette", i.e. all rules governing proper behaviour online.



8. The Exhibitor/Sponsor declares its compliance with all currently valid laws governing the export of technical data (in this case via data transmission) from its country of domicile.

### **Duration of the Agreement / Termination**

The facility to use the website, as defined in "scope of service", shall be available to the Exhibitor/Sponsor for a minimum of three months before the corresponding EFORT Congress from the time at which EFORT first goes online with its website carrying data posted by the Exhibitor/Sponsor. This will normally remain live indefinitely. EFORT reserves the right to change this date, if the technical development makes it mandatory.

### **Note**

Some or all of the trademarks, logos and content contained on and beyond the website may be protected by law. This applies in particular to trademark and patent rights but also to all other types of intellectual property rights. Whenever the Exhibitor/Sponsor wishes to use (reproduce, alter etc.) any such trademarks, logos or content of the website, it must first obtain the permission of the rightful party in each case.

### **Final provisions**

1. The place of performance and jurisdiction is Rolle, Switzerland.
2. No side agreements have been made, whether written or verbal, to these Terms and Conditions. No modifications or additions may be made to these Terms and Conditions unless they are made in writing and the same principle applies equally to this clause.
3. Should one or several of the provisions contained in these Terms and Conditions be or become ineffective, this shall not affect the legal validity of the remaining provisions. Any resulting loophole(s) shall be filled in such a way as to preserve the underlying purpose of these Terms and Conditions.
4. These Terms and Conditions are subject to the law of Switzerland.