

EUROSPINE Education Event Policy

This Policy describes Participant (also referred to as a “Participant”) rights and responsibilities with respect to registration and attendance at a EUROSPINE Education Event (the “Event”), as defined herein, and any and all information provided to Participants. It also describes ways in which EUROSPINE may use information about Participants that register for and participate at an Event.

Events are offered to Participants conditioned on their acceptance of the terms, conditions and notices contained in this Policy. Certain additional terms applicable to a Participant’s use of specific services are described below or at EUROSPINE website at www.eurospine.org.

EUROSPINE reserves the right to change the terms, conditions and notices under which Events are offered. Participants should review these terms and conditions periodically to understand the terms that govern registration and attendance at an Event. EUROSPINE reserves the right at any time in its sole discretion to modify, suspend, terminate or delete an Event or content provided through the EUROSPINE website (or any part thereof), and/or a Participant’s registration or attendance, with or without notice.

By registering for and attending an Event, each Participant agrees to adhere to and comply with the following Policies:

1. Attendance Policy

1.1. Course attendance is mandatory for the entire Event module (online and in-person components¹). Participants must be present from the start until the completion of the live module as defined in the final programme, without exceptions. Failure to complete the Event, or a module as set forth in this Policy will result in a non-validated course module, and as a consequence thereof, a Certificate of Attendance and CME accreditation will not be provided.

1.2. In case of a blended learning activity (face-to-face component + eLearning component), a module will only be validated once a Participant has completed both the face-to-face component and eLearning component of that module.

1.3. EUROSPINE expects all Participants to conduct themselves professionally and with respect towards the faculty members, all members of staff (EUROSPINE and other service providers) involved in organising and conducting the event, and Participants, as more fully set forth in the Code of Conduct described below.

1.4. Participants will follow the instructions provided by the staff, about health and safety regulations onsite.

2. Registration Policy

2.1. Registrations are accepted on a first come-first served basis.

2.2. No pre-registration is possible. EUROSPINE will only consider a registration to be completed once payment in full has received by EUROSPINE.

¹ In-person components include physical attendance that remain subject at all times to prevailing government and health related regulations governing the holding of “in-person” events.

2.3. Payment must be made by credit card or a recognized electronic payment system upon registration. No partial payments or instalments will be accepted.

2.4. For advanced education events and to ensure the quality of teaching and learning as much and whenever possible, a proof of eligibility may be requested from the Participant to ensure they fulfil the required level of education and experience to attend the Event and receive Certificate of Attendance and CME accreditation. In case a proof of eligibility is not provided by the Participant, or in the event a Participant is not eligible to attend a course, EUROSPINE reserves the right to reject or cancel the Participant's registration.

2.5. EUROSPINE reserves the right to change faculty and programme. The latest programmes will be posted on the EUROSPINE website at www.eurospine.org.

2.6. Because each Participant's privacy is important to EUROSPINE, EUROSPINE will operate the Events in accordance with its Privacy Policy, which is incorporated into this Agreement, and which can be found here: <https://www.eurospine.org/privacy-policy.htm>.

BY ATTENDING AN EVENT EACH PARTICIPANT CONSENTS TO THE EUROSPINE PRIVACY POLICY AND TO ALLOW THE COLLECTION, PROCESSING, STORAGE AND USE OF PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY. Each Participant agrees to comply with all applicable laws and regulations, and the terms of EUROSPINE's Privacy Policy, with respect to any access, use and/or submission of any personal information in connection with the Sites. EUROSPINE reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Participants grant the permission to EUROSPINE to take and use pictures and films for, including but not limited to, educational purposes, public relations, promotional pieces, written publications, videos and on the EUROSPINE web publication, for an indefinite period.

3. Cancellation Policy

3.1 Cancellation by EUROSPINE

3.1.1. EUROSPINE reserves the right to cancel an Event or any module if there are not sufficient registrations received.

3.1.2. EUROSPINE reserves the right to cancel an Event in case of force majeure. This includes but is not limited to an extraordinary and unforeseeable event which interferes from an external source, and which cannot be avoided despite of utmost care. Examples of "force majeure" can include wars, governmental laws, orders, regulations, requirements or actions, strikes, lockouts, labour or employment difficulties, acts or threatened acts of terrorism, pestilence or epidemic, (including but not limited to the current covid19 pandemic), civil commotions, fires, floods, accidents or breakdowns, or any other casualties or conditions which are beyond the reasonable control of either party and not due to the fault or negligence of such party.

3.1.3. In the case of cancellation of an Event for the reasons stated above, Participants are entitled to a full refund. EUROSPINE is not responsible for any expenses incurred because of such cancellation. Cancellation of a module by EUROSPINE will not entitle a Participant to a refund, except as may be determined by EUROSPINE, in its sole discretion.

3.2 Cancellation by a Participant

3.2.1. Cancellation requests by a Participant must be received in writing by email, setting forth the reason(s) for the cancellation, and prior to the commencement of the Event. The Participant is responsible for ensuring that EUROSPINE education receives the written request.

3.2.2. Once the Participant is registered and registration is paid, cancellation will be accepted up to 60 days prior to the in-person component of the Event, reimbursed at 100% of the registration fee (minus a €200 administrative fee). If the eLearning component has already started, access will be immediately stopped. If a full module has already been completed and a CME certificate already delivered, there will be no reimbursement.

4. Exclusion

4.1. EUROSPINE reserves the right to expel a Participant from an Event who does not respect the Policies, code of conduct or staff instructions, more fully described herein, or who attempts to circumvent any part of this Policy. EUROSPINE will investigate occurrences which may involve violations or security at an Event and may involve and cooperate with law enforcement authorities or affected parties in prosecution or litigation against any Participant involved in these violations.

5. Code of Conduct

5.1 General

All Participants, speakers, sponsors, vendors, partners, and staff at EUROSPINE Educational Events are required to adhere to the following Code of Conduct. EUROSPINE will enforce this Code throughout an Event in its entirety. Prior to attending a EUROSPINE Educational Event, each Participant is expected to be familiar with this Code of Conduct.

- Participants registering for Events must provide an email, text, phone, or other contact where they can be reached during the Event by the EUROSPINE staff. Failure to register, provide such contact, or be available via the contact provided is grounds for being excluded from the Event at the Participant's cost, without further notice or process.
- Registration constitutes a Participant's consent to audio and visual recordings taken at each Event (and use and alteration of the recording) by EUROSPINE for purposes aligned with EUROSPINE's mission.
- Registration constitute consent that EUROSPINE closely monitors audience participation to ensure Participant's eligibility for CME accreditation. Audience participation monitoring also applies for validating EUROSPINE diploma courses for obtaining a EUROSPINE Diploma, a EUROSPINE Advanced Diploma and a EUROSPINE Diploma in Interprofessional Spine Care (EDISC).

EUROSPINE's goal is to create an environment where everyone feels welcome to participate, speak up, ask questions, and engage in conversation. This requires a harassment free and inclusive environment that recognises the inherent worth of every Participant. EUROSPINE encourages and expects that all Participants will participate to help create and ensure a safe and positive experience for everyone.

EUROSPINE strives to provide a harassment-free environment for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, or religion (or lack thereof). EUROSPINE will not tolerate harassment of Participants at any time or in any form.

Sexual language and imagery are not appropriate during any aspect of an Event, including talks, workshops, social media such as Twitter, or other online media.

5.2 Expected behaviour during EURSOSPINE Educational Events

- Exercise consideration and respect in your speech and actions.
- Attempt collaboration before conflict. If disagreeing with others' opinions, comments must be kept appropriate and polite.
- Refrain from demeaning, discriminatory, or harassing behaviours and speech.
- Be mindful of your surroundings and of your fellow Participants. Alert EUROSPINE staff (education@eurospine.org) if you notice a dangerous situation, someone in distress, or violations of this Code of Conduct, even if they seem inconsequential.
- During this event or any of its related events, no participant should engage in harassment in any form. Do not use discriminatory or harassing statements, including those of a racial, religious or sexual nature.
- Do not (i) disrupt the meeting; (ii) engage in harm; (iii) make threats of harm of any kind; (iv) exhibits threatening behaviour; or (v) create/contribute to a safety threat or unsafe or exclusionary situation, during an Event, or at an Event location, against any other participant or staff member.
- Do not make audio or visual recordings of an Event in any medium—and do not distribute audio or visual recordings of the Educational Event (via social media or any other means). Only EUROSPINE or its representatives may do so.
- Do not take or distribute pictures of or copy research posters/presentation materials unless explicit permission is granted.

Participants violating these rules may be expelled from Events without a refund at the discretion of EUROSPINE. Participants asked to stop any harassing behaviours are expected to comply immediately.

5.3 Reporting an incident

If you see, overhear, or experience a violation of the Code of Conduct during an Event, and would like to report a violation, please email EUROSPINE at education@eurospine.org. Please consider that even without an actual threat, Participants must report any behaviour they have witnessed that they regard as threatening or violent behaviour—that might be carried out at an Event or is connected to the Event.

5.4 Disclaimer and consent

The views expressed by speakers or other third parties at Events are those of the speaker or third-party and not, necessarily, of EUROSPINE. EUROSPINE makes no representations or warranties about the accuracy or suitability of any information in the education event and related materials (such as handouts, presentation documents and recordings); all such content is provided to Participants on an “as is” basis.

Furthermore, the presentation of any material or information by a third party regarding any specific opinion, commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply EUROSPINE’s endorsement or recommendation of such

opinion, process, service, item, or organisation. Any such material or information presented by a third-party in any format at a EUROSPINE event, without limitation, is for informational purposes only.

To the extent permitted by law, EUROSPINE and its agents, staff and experts exclude all liability for any loss, claim or damage, cost, or expense, including any indirect or consequential damages or lost profit, whether arising in negligence or otherwise, suffered in connection with the access to, participation in, or use of the course by you or any other person. By acceding to this service, you acknowledge that the information and materials contained in the course may contain inaccuracies or errors.

Participants registering to Events agree that:

- Events may be recorded. The recording can be used by EUROSPINE for educational and promotional purposes.
- Personally, identifiable information of the Participants may be heard, seen, read, collected, or used by EUROSPINE as the organiser and other course Participants.
- Any communication or information transmitted during the Event, such as voice, live instant messaging displaying names of those intervening, and presentations, are available to the course audience during the course, and are also recorded for EUROSPINE's further promotion and information purposes.
- EUROSPINE may further use the information available on the Virtual Educational Event such as invitees' lists, Participant logs, information on the course subject matter and recordings thereof.
- EUROSPINE expects Participants to conduct themselves professionally and with respect towards the faculty and staff (EUROSPINE and other service providers) involved in organising, delivering, and conducting the Educational Event. Failure to do so may lead to the participant's exclusion from EUROSPINE courses and webinars.
- EUROSPINE, its experts, staff and agents disclaim all liability in case the Event is cancelled, or for any technical problem arising before, during or after the Event.
- In some Events or modules, Participants may have access to certain confidential information of EUROSPINE and/or third parties who have provided information made available there and which should reasonably be understood as confidential ("Confidential Information"). Participant agrees to maintain the confidentiality of this Confidential Information. Ownership of Confidential Information remains with EUROSPINE and/or any third-party providers of Confidential Information. Upon completion of the Event, and unless otherwise indicated in the Event or course materials or upon EUROSPINE's written permission, you must refrain from using the Confidential Information.
- Copyrights: Except as otherwise indicated, all text, marks, images, logos, material, and other Content, including any EUROSPINE trademarks, logos, designs, graphics, information, data, files, and the selection and arrangement thereof, are the property of EUROSPINE or its licensors or its users and are protected by the trademark and copyright laws of all applicable jurisdictions. EUROSPINE, and all other marks or names displayed during the Event or any course materials, are the registered or unregistered trademarks of EUROSPINE and/or its licensors and may not be copied or used without the written permission of the relevant trademark owner. The Events and their design, appearance, graphics, and icons are owned by EUROSPINE and may not be copied or used without EUROSPINE's written permission. All other trademarks, registered trademarks, product names and company's names or logos mentioned in the Event are property of their respective owners. Reference to any services, processes, or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement,

sponsorship or recommendation by EUROSPINE. The compilation of the content provided in an Event is the exclusive property of EUROSPINE and is protected by the copyright laws of the relevant countries in which EUROSPINE is present. The Events are © 2009-2022 EUROSPINE. All rights reserved.

6. Cadaver Lab Policy

6.1 Cadaver, Dry and Simulation Laboratories Policy (when applicable):

Participants agree to take part in cadaver, dry and simulation laboratories at their own risk and are aware of medical risks that may occur by handling anatomical parts as well as the use of medical instrumentation and equipment.

When taking part in a cadaver lab, dry and simulation laboratories, participants agree to follow the safety and prevention rules to avoid unnecessary transmission risks or injuries.

6.2 Infectious Disease Transmission Safeguard Policy

The Participants are aware of the means of transmission of infectious diseases, including the human immunodeficiency virus (HIV), and agree that all possible precautions should be made to prevent any transmission of infectious diseases, including HIV. The Participants further understand that risk exists that such transmission is possible merely through the handling of tissues and that some of the tissues they will be handling in live Events may have been harvested from persons infected with HIV. Thus, as an inducement to EUROSPINE to accept their registration for and to permit their participation in such Events, the Participants agree to adhere to the following procedures when handling all tissues in EUROSPINE live education events.

- ✓ The Participants will handle all tissues with care to avoid contact with their skin or mucous membranes.
- ✓ The Participants will wear protective gloves at all times when handling the tissues.
- ✓ The Participants will observe extreme caution when using sharp instruments to avoid penetrating their or other's skin.
- ✓ The Participants will always use a surgical mask to prevent accidental exposure to fluid from tissues.
- ✓ Participants will wash their hands after every hands-on exercise and before leaving the training area.

The Participants relieve EUROSPINE, the Spine Society of Europe and the institutions where the cadaver, dry and simulation laboratories take place, the research Institute against Digestive Cancer (IRCAD), of any and all liability in the event of an injury and/or a disease, or any other kind of damages suffered by the Participant that may arise from or occur during or as a result of their participation in the live Event.

Each Participant, by registering for and attending an Event does hereby release and hold harmless EUROSPINE and IRCAD from, against and with respect to any and all actions, suits, claims, damages, judgements, costs, and expenses of any and every kind and nature whatsoever, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, which the Participants, their estate or any of their heirs, beneficiaries, successors, and assign and each of them, have or can have, shall or may have, or claim to have, against EUROSPINE and IRCAD and such directors, officers, staff and instructors, and each of them, by reasons of their participation in EUROSPINE live education event and handling of tissues infected with any infectious diseases, including HIV.

6.3 Vaccination

It is a requirement that Participants taking part in cadaver laboratories are vaccinated against Hepatitis B. Participants will ensure their vaccination is up to date.

6.4 Radioprotection

Participants that may be exposed to radiation during an Event will wear adequate radioprotection gears such as aprons and thyroid protection. Participants will follow the indications and instructions of the X-ray experts onsite and will obey the current and local regulations in that respect.

6.5 Specimens

Participants in cadaver laboratories must ensure specimens are treated ethically and professionally, always. Photos, videos, selfies of or with a specimen is strictly prohibited. Copying, downloading, or distributing media of, or with, specimens is strictly prohibited.

Confidential information and anonymity of specimens must be always preserved.

It is punishable by law to remove specimens, cells, or skeletons from the premises of any Event.

If a Participant believes that a specimen is someone, he/she knows, he/she must immediately inform the staff onsite.

6.6 Additional Code of Conducts and Policies

Participants taking part in cadaver, dry and simulation laboratories may be required to sign separate codes of conduct or policies requested by the institutions where the cadaver, dry and simulation laboratories take place. In this case, participants will need to agree to be bound by these codes of conduct and policies before being allowed to enter the dry/wet laboratories and participate in the Event.

6.7 No Professional Advice

The information and materials available respecting an Event, including without limitation any module, are for informational and educational purposes only and are not substitutes for the professional judgment of a health care professional in diagnosing and treating patients, or other professionals whose advice is being proffered. Attendance at an Event does not create a professional services or any other relationship. The medical, scientific, and any other professional or general information included during an Event may reflect innovations and opinions not universally shared and does not necessarily reflect the view of EUROSPINE. EUROSPINE and the Events, including without limitation EUROSPINE's other events and services, do not give medical, scientific or other professional advice, or provide medical or diagnostic services. A PARTICIPANT'S RELIANCE UPON INFORMATION AND MATERIALS OBTAINED AT OR THROUGH AN EVENT, INCLUDING WITHOUT LIMITATION ON EUROSPINE'S WEB SITES, IS SOLELY AT A PARTICIPANT'S OWN RISK.

6.8 Governing Law

This Policy is governed by the laws of Switzerland, without regard to its conflicts of laws principles. Each Participant hereby consents to the exclusive jurisdiction and venue of courts located in Zurich, Switzerland in all disputes arising out of or relating to the Events. If any part of this Policy is determined to be invalid or unenforceable pursuant to applicable law including without limitation the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Policy shall continue in effect.

By registering, attending a EUROSPINE Educational Event and logging onto the EUROSPINE Learning Management System (LMS), Participants consent to all of the above.