

General conditions for access and use of the ENT - EES (Endoscopic Educational Site) online platform

Premise

Dear visitor, to use the services of the online platform ENT - EES (Endoscopic Educational Site) (hereafter the "**Platform**") and manage your reserved area, you are required to register with the Platform, read and accept the following general conditions of access and use and our privacy policy.

The use of the Platform is reserved for surgeons in Otolaryngology and Neurotology fields registered in the respective Professional Boards of the countries of origin, qualified to practice the medical profession.

By completing the registration procedure, you declare that you belong to one of the above professional categories, you have read and accepted all the conditions, terms and methods of use and fruition of the services offered by the Platform, described and regulated below.

Article 1 - The Platform

The Platform is a site where surgeons, all over the world, with the common interest in Otolaryngology and Neurotology techniques, can discover innovative procedures and improve their knowledge.

The Platform allows members to become more familiar with EES (endoscopic ear surgery), lateral and anterior skull-base approaches and techniques for free-flaps harvesting. It allows to understand the usages and advantages of the described techniques, making the site the natural evolution of the classic ENT textbook.

The Platform also allows to share the list of courses, congresses and/or lectures to keep members up to date on the latest techniques, research and trends.

The Platform and the domain are the exclusive property of Mectron S.p.A. based in Via Loreto 15 / A, 16042 Carasco (GE) - Italy, telephone 0039 0185 35361, e-mail mectron@mectron.com, C.F. 01126960101, VAT number 00177110996 (hereinafter the "**Company**"), and managed by it. All rights related to the Platform and the domain (in particular the copyrights) belong to the Company.

Article 2 - Registration on the Platform and responsibility of the User

The use of the Platform and the access to it are reserved for those who register on the Platform, henceforth simply defined as "**Users**".

The Company makes available to the Users of the Platform an area reserved to them, with personal access (i) through the insertion of an e-mail address and password chosen by the User, or (ii) through their social network LinkedIn accounts and Facebook accounts.

The User agrees not to make more than one registration and not to register accounts for the purpose of abusing the functionality of the Platform.

When registering, the User undertakes to provide, maintain and update truthful, accurate, updated and complete data and information.

The credentials that the User uses to access the services and reserved areas of the Platform are confidential and must not be communicated or shared with third parties, nor used for unauthorized purposes.

The User assumes the responsibility of maintaining the confidentiality of the access credentials and is responsible for all the activities performed using them.

The User therefore undertakes to implement all appropriate security measures, such as to ensure that his / her access credentials are not disclosed to third parties and to immediately report to the Company any unauthorized use or any other breach of security.

The absence of notification determines the User's direct and exclusive responsibility for all uses and / or misuse of his credentials. Both in the event of a report or in the event of a lack of

notification, the Company does not assume any responsibility for unauthorized use of the Platform or other breaches of security and the principles of correct use in good faith.

The User is required to use the Platform and all its contents only for the purposes of use of the Platform.

The User must also refrain from all actions that may manipulate, overload and / or interfere with the operations of the Platform or with the technical support infrastructure and with its functions / means of access.

In the event that the User detects malfunctions of the Platform, he is obliged to immediately inform the Company so that this will correct any malfunction; in any case the Company does not assume responsibility for this corrective activity.

Article 3 - Exclusive User's responsibility and rules for accessing and using the Platform

The Company does not verify the content and merit of the contents, materials and writings placed on the Platform by Users, merely making the Platform available to them and managing its operation, without prior moderation, control and / or verification.

In accessing and using the Platform, the User is required to comply with the following rules.

1. It is forbidden to publish medical records, photographs, laboratory analyses, radiographs and medical reports in general, as well as e-mail addresses, telephone numbers or private addresses and any other sensitive data without the consent of the person concerned, made in compliance with European legislation and the country of origin of the person concerned and the User.
2. It is forbidden to send messages whose content can be considered defamatory, abusive, obscene, racist, sexist, offensive of the religious spirit, detrimental to the privacy of persons, or otherwise illegal, in any case in compliance with Italian law, European and any other applicable law, regulation or code of ethics.
3. Comments, contents and materials having the following content are expressly prohibited:
 - a. Incitement to violence and the commission of crimes.
 - b. Pornographic material, child pornography and links to sites forbidden to persons under the age of 18.
 - c. Political propaganda messages.
 - d. Content contrary to imperative rules, public order and morality.
 - e. Copyrighted material that violates copyright laws.
 - f. Commercial messages, advertising, promotions and notices of Internet site addresses not related to topics dealt with on the Platform or in any case not authorized by the Company.
 - g. In general, everything that goes under the definition of "spamming".
4. In the event of publication of excerpts from official information sites, newspapers or magazines, it is mandatory to mention the source and not to violate the copyright rules.
5. It is also forbidden to:
 - a. Send messages that contain insults, offenses, both between registered Users on the Platform and to other public or private subjects.
 - b. Have attitudes and / or position of protest, clearly hostile towards the administration of the Platform.
 - c. Treating topics that are not suitable for the spirit of the Platform, contrary to good taste or otherwise capable of offending the sensitivity of other Users.

Violations of the provisions of this article - at the sole discretion of the Company - may result in the removal of comments sent by Users, where this is technically possible.

In the presence of serious or recurring behaviour, the violation of these rules may lead to the cancellation of the responsible User.

It is also specified that:

- a. The Company assumes no responsibility for the contents and / or materials posted by Users and reserves the right - at its sole discretion - to delete any message and / or content deemed

inappropriate or not in accordance with the spirit of the Platform without however assuming any obligation to do it. No responsibility and / or burden is assumed by the Company due to the discretionary exercise of verifying the contents entered by the Users on the Platform.

b. Each User assumes full, exclusive criminal and civil liability deriving from the unlawfulness of the contents and / or materials published on the Platform and shall be the sole responsible for any damage that may be claimed by third parties in relation to the publication of the same and is obliged to indemnify and hold the Company harmless.

In any case, anyone who feels offended in their rights and reasons from materials published on the Platform is invited to report them to the Company, which makes itself available to the cancellation where it sees the merits of the report and / or the opportunity to provide it.

Article 4 - Cancellation of the User

The User is not entitled to obtain and maintain registration on the Platform.

The User can obtain at any time the cancellation of his registration and his data, simply by sending a request by e-mail to the Company.

Upon receipt of the request, the Company proceeds to delete the User's personal data such as username and password.

It is the faculty of the Company to proceed on its own initiative to cancel the User if - at its sole discretion - it sees the opportunity.

Article 5 - Personal data of the User

The Company retains all personal data provided by the User at the time of registration in compliance with current national and European regulations, according to the methods and for the purposes indicated in the information (privacy policy) provided to the User.

By acknowledging and accepting the privacy policy and these general conditions, the User confirms his / her express consent to the processing and communication of data concerning him / her through the methods described in the aforesaid information, separately and expressly approved.

Article 6 - Unilateral changes to the general conditions of access and use

The Company reserves the right to modify, in whole or in part, these general conditions of access and use, for technical reasons or for improvement of the service or regulatory compliance and in any other case in which it deems appropriate.

Article 7 - Jurisdiction and applicable law

The present general conditions are governed by Italian law. Any dispute is subject to the exclusive jurisdiction of the Court of Genoa.