

## Terms and Conditions

**Organised jointly by EFPIA, ETHICS, and MedTech Europe, the Healthcare Ethics & Compliance Conference “HETHICO” brings together the healthcare ethics and compliance community to share ideas and experiences in ways that inspire new partnerships and innovative solutions to the medical technologies (“MedTech”) and pharmaceutical industries’ critical compliance challenges.**

Please read these terms and conditions carefully as they apply to your use of this Internet site (this “website”), which belongs to European Federation of Pharmaceutical Industries (“EFPIA”), ETHICS – International Society of Healthcare Ethics and Compliance Professionals (“ETHICS”) and MedTech Europe Aisbl (“MedTech Europe”) (altogether “the Organisers”, “we” or “us”).

### Content

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This website does not aim at providing information on a medicinal product, medical device or an in-vitro medical device in particular. Patients, physicians and other medical professionals should obtain such information with local medical resources and regulatory authorities, checking the information available in this regard in their country. We will never reply to any request for information with regards to any particular medicinal product or medical device.

You should always obtain complete medical information about medicinal products and medical technologies (including their beneficial medical uses and possible adverse effects) by discussing directly with a healthcare professional (your physician or, where appropriate, other medical advisors). None of the Content on this website is a substitute for medical advice. If you have health concerns, you should consult your doctor.

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Some sections of the website invite you to interact and post information/comments. You may be required to register with us in order to interact with this website. Where you are required to register with us: (i) you must provide us with accurate, complete and updated registration information; (ii) you must safeguard any username and password which we provide to you; and (iii) you authorise us to assume

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Except where the privacy notice provides otherwise, any communication or material you transmit to this website by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and non-proprietary.

Except where prior agreed otherwise in writing, anything you transmit becomes the property of the Organisers, as applicable, and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, we are free to use, without compensation to you, any ideas, concepts, know-how, or techniques contained in any communication you send to the website for any purpose whatsoever including, but not limited to developing of communication material.

The sender of any communications to this website or otherwise to the Organisers shall be responsible for the information contained therein, including its truthfulness and accuracy.

You cannot: (i) disrupt or interfere with the website or servers or other software, hardware or equipment connected to or via this website (including, without limitation, the introduction of computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or misuse the website (including, without limitation, by hacking); (ii) violate any applicable law relating to your use of this website; (iii) collect or store personal data about other users of this website; or (iv) share information in any way on specific products, nor to report any adverse event in using products; please send any report on adverse events to manufacturers and relevant authorities where appropriate; (v) transmit to or from the website any material (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (b) for which you have not obtained all necessary licences and/or approvals.

We will fully cooperate with any law enforcement authorities or court order requesting or directing use to disclose the identity of anyone breaching the applicable law.

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We are not liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, or use of this website.

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We exclude all representations and warranties to the fullest extent permissible under any applicable law.

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This website may provide links or references to other sites. We have not reviewed any or all of the third-party websites which contain links to this website and we accept to liability for the content of such other sites and shall not be liable for any damages or injury arising from that content. Any links to other sites are provided as merely a convenience to the users of this website. Please note that the terms of use and privacy notice of these other sites may be different than these of this website.

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Nothing you do on or in relation to this website will transfer any Intellectual Property Rights to you or license you to exercise any Intellectual Property Rights unless this is expressly stated.

Notwithstanding the foregoing, you may share and distribute Content of this website where specifically indicated. If you do so, you need to explicitly indicate that the Content was developed by the Organisers for the purposes of HETHICO Conference. Under no circumstance you are allowed to ask for any remuneration for the Content.

### **Changes to this Terms and Conditions**

We reserve the right to modify or discontinue this website at any time without notice and without liability. We may also revise these terms and conditions from time to time by updating this page. The revised terms will take effect when they are posted.

### **Contact Details**

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This site was created and is managed in accordance with Belgian law.

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## Data Protection & Cookies Notice

This Data Protection Notice applies to members, founding, supporting and knowledge partners of the HETHICO Conference, and any other visitor of the HETHICO website ([www.hethico.org](http://www.hethico.org)), which is owned by EFPIA, ETHICS and MedTech Europe (the “Organisers”). This notice provides more general information on how MedTech Europe processes personal data and why, as we are responsible when processing your personal data.

In the context of the activities of the HETHICO Conference, we may collect your personal data. To learn more about what we work on, please review the HETHICO Conference Description.

### Personal data we collect

The Organisers collect personal data from you, primarily because you provided it to us directly, offline or online, through our website(s) (the “Sites”).

As such, we may collect and process the following personal data about you in accordance with this Notice:

- personal data that you provide to us via the Sites, including but not limited to first and last name, professional address, phone number, profession/title, email address and IP address;
- personal data that non-members provide to us in relation to their attendance at and/or participation in one of our events, forums or conferences.

If you contact us, we may keep a record of that correspondence.

### Use of your personal data

We use personal data held about you, where in our legitimate interests, or based on another legal basis (e.g. consent, legal obligation, etc.) for the following purposes:

- to support your interaction with us, including to ensure that the content of the Sites are presented in the most effective manner for you and your computer or electronic device;
- to provide you with information you may have requested from us (e.g., through Sites);
- to notify you about changes to the Sites and to ensure the ongoing accuracy and relevance of such data;
- for general internal research purposes, including to identify and analyse the regularity of the use of the Sites and the nature of the Sites’ users;
- to develop products and services for your use; and

- for mapping of external stakeholders to be able to engage with them on relevant topics, project or event.

## Sharing your personal data

We share or disclose your personal data with our affiliates, agents and contractors (including to parties located outside the European Economic Area – “EEA”) for the purposes stated above as well among the Organisers.

**Hosting & Processing:** The Sites are hosted by third-party service providers who help us provide our services. Additionally, other service providers are used for the provision of services to us (e.g., to assist in the organising of an event, to sign you up for the newsletter, etc.) and the distribution of HETHICO Conference related material. Therefore, your personal data may be processed by a third-party service provider.

**Legal Requirements:** Similarly, we may share your personal data as required or permitted by law, or when we believe in good faith that disclosure is legally required or otherwise necessary to protect our rights and property, or the rights, property or safety of others, including to advisers, law enforcement agencies, and judicial and regulatory authorities.

**International Data Transfers:** In exceptional cases, we may transfer your personal data outside the EEA. Where we transfer personal data to a country outside of the EEA which does not provide a similar or adequate level of protection to that provided by countries in the EEA, we will enter into a Model Contract with the recipient and we will make sure appropriate safeguards are in place.

## How long we keep personal data

We will store the personal data on our databases and retain it as long as we have a legal basis to do so. When we have no ongoing legitimate business need or contractual obligation to process your personal data anymore, we will either delete or anonymize it or, if this is not possible (for example, because your personal data has been stored in backup archives), then we will securely store your personal data and isolate it from any further processing until deletion is possible.

## Your rights

Under European data protection law, you have rights including:

- Your right of access: you have the right to ask us for copies of your personal information.
- Your right to rectification: you have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

- Your right to erasure: you have the right to ask us to erase your personal information in certain circumstances.
- Your right to restriction of processing: you have the right to ask us to restrict the processing of your personal information in certain circumstances.
- Your right to object to processing: you have the right to object to the processing of your personal information in certain circumstances (including direct marketing).
- Your right to data portability: you have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

Exercising these rights is free of charge. If you make a request, we will respond within the month (for our contact details, see below), except where requests are manifestly unfounded or excessive, for example, because of their repetitive character, we may either (i) charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested or (ii) refuse to act on the request.

If you believe that your complaint has not been adequately addressed, you can also lodge a complaint with the Data Protection Authority in your country.

### **Newsletters and promotional communications**

We may contact you periodically by e-mail to provide information regarding HETHICO Conference events, news, products, services and content that may be of interest to you, unless you advise us that you do not wish to receive newsletters or promotional communications from us. If applicable law requires that we receive your consent before we send you certain types of newsletter communications, we will only send you those types of communications after receiving your consent. If you wish to stop receiving newsletter communications from us, you can contact us (see below) or use the unsubscribe link included in the newsletters and promotional communications.

### **Cookie Notice**

The HETHICO Conference website uses different types of cookies. For those cookies that are not strictly necessary, we will ask you to consent to them when you visit the website. You may also click on “I refuse” and decide not to accept them. To make full use of the website, we however recommend to accept them.

#### ***What are cookies and why do we use them?***

Cookies are small text files that are placed on the computer or electronic device of a website user to provide the website operator with information about use of our site. They are used to enable websites to function or to provide information to the owners of a website.



Different types of cookies can be used by a website at the same time for different purposes. In broad terms, the Organisers use cookies for the following purposes:

**Analytical purposes:** Analytical cookies allow us to recognise, measure and track users of our website in anonymous form. The information collected includes the number of visitors to our site, where visitors have come to our website from and the pages that they have visited. This helps us to improve the way our website works, for example, by determining whether website visitors can find information easily, or by identifying the aspects of websites that are of the most interest to them.

**Usage preferences:** Some of the cookies on our website are activated when visitors to our sites make a choice about their usage of our site. The website then ‘remembers’ the settings preferences of the user concerned. This allows us to tailor aspects of our website to the individual user.

**Disclaimer:** We use cookies on our website to record when a website visitor has seen a notice, such as this one, or provided consent, such as consent to our Disclaimer. This helps to improve the user’s experience of our website – for example, it avoids a user from repeatedly being asked to consent to the same terms.

**Session management:** The software that runs our website uses cookies for technical purposes needed by the internal workings of our servers. For instance, we use cookies to distribute requests among multiple servers, authenticate users and determine what features of our website they can access, verify the origin of requests, keep track of information about a user’s session and determine which options or pages to display in order for our website to function.

**Functional purposes:** Functional purpose cookies store information that is needed by our applications to process and operate. For example, where transactions or requests within an application involve multiple workflow stages, cookies are used to store the information from each stage temporarily, in order to facilitate the completion of the overall transaction or request.

### ***Third-party cookies & cookies used by our service providers***

Cookies can be placed by us directly or our service providers. In addition, cookies can also be placed by third parties without our knowledge or outside of our control. If you click on the “I refuse” button, we shall do everything in our power to block both our cookies and third-party cookies. However, please note some of those third-party websites and service providers may place cookies or track your browsing activities with other technologies outside of our control.

### ***How to change your cookie preferences***



As mentioned above, you can refuse cookies that are not strictly necessary for our website to function by clicking on the “I refuse” bottom when first visiting the website.

If you wish to remove cookies set by this website from your browser in the future, you may delete them by adjusting your browser settings. To do so, you can follow the instructions provided by each browser by following the links below. Please note that withdrawing your agreement to the use of cookies on this website will impair the functionality of this website.

- [Google Chrome](#);
- [Internet Explorer](#);
- [Microsoft Edge](#);
- [Safari](#).

### **Changes to this Notice**

We retain the right to update or change any part of this Notice at any time without prior notification. Any changes will be published here immediately, and it is your responsibility to check back regularly.

*Last update: July 2023*

### **How to contact us**

If you have any questions on the Data Protection or the Cookie Notice or our related practices or if you wish to exercise the above rights, please contact us by e-mail at [info@hethico.org](mailto:info@hethico.org).