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User Agreement

International League Against Epilepsy

ILAE Academy

§ 1 ILAE Academy

- (1) ILAE Academy, the ILAE learning platform, is a copyrighted ILAE product.
- (2) ILAE Academy offers participants web-based learning materials for personal use exclusively.
- (3) If you have any questions regarding this agreement, please contact Priscilla Shisler at pshisler@ilae.org

§ 2 Copyright

- (1) By using the ILAE Academy, you are accepting this agreement and are expressly acknowledging that the ILAE Academy product range comprises information, texts, software, pictures, videos, graphics, sound, web-based trainings (WBT) and other materials ("ILAE Academy Products") that are protected by copyright, trademarks or patent rights and that copyright and exploitation rights belong exclusively to ILAE or its licensors.

§ 3 Use of information and materials

- (1) ILAE hereby grants you a limited, non-exclusive and revocable license to use the ILAE Academy Products. This right is non-transferable and is granted to you alone. You are authorized to use, display, download and print out the ILAE Academy Products made accessible to you by ILAE. This right refers only to personal, non-commercial use.
- (2) You shall not duplicate, use, sell, transfer, publish or otherwise make ILAE Academy Products available for other purposes.
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- (4) The above permission does not include any privacy sensitive material like EEG's, video's, MRI's or other diagnostic images or any other patient related materials falling under privacy protection regulations either provided by the authors or by course participants.
- (5) The above permission does not include postings to news groups, mailing lists, electronic bulletin boards or other electronic distribution channels outside the ILAE Academy environment.
- (6) Please contact ILAE if you wish to use ILAE Academy Products for purposes other than those mentioned here.

§ 4 Posting of materials

(1) I understand that due to US copyright law, I will only post material that is:

- a) Taken from Epilepsia, Epilepsia Open and Epileptic Disorders (the copyright for which is owned by ILAE).
- b) In the public domain and free for all to use (e.g. works created by the U.S. Government).
- c) Originally created by me for the pursuant to this Agreement.
- d) Created by me prior to this Agreement, the Copyrights of which I already own.
- e) Free of all patient identification information or identifiable features (in the case of radiological images, graphs or videos).

(2) Additionally, I understand that I can upload documentation of my completion of other educational activities, e.g. certificates.

(3) ILAE will not make any materials uploaded into your personal account, such as certificates or other learning materials in connection with participation in educational activities of the ILAE Academy, public. As long as your account is current, ILAE will archive your materials. Once your account is terminated or deleted, your materials will be deleted from ILAE's archives.

§ 5 About this agreement

(1) This agreement can be viewed on-line under the "User agreement" option on your personal log-in page.

(2) ILAE may amend any provision of this agreement at any time, without notice. Amendments are effective as soon as they are published on-line by ILAE. If you do not accept the amendments, you are required to terminate your subscription to the ILAE Academy. By continuing to use the ILAE Academy you are accepting the amended agreement and you are bound by the terms of the agreement as amended.

§ 6 Changes to the product

(1) ILAE may alter or discontinue parts or certain functions of the product at any time. ILAE can accordingly limit the use of and access to ILAE Academy Products and the period and scope of use at any time. However, ILAE will endeavour to keep downtimes to a minimum and to ensure that all the functions are available at any time.

§ 7 Payment

(1) ILAE will render an account for private courses for which fees are payable prior to accessing the course.

(2) In the case of default in payment, ILAE shall be entitled to bar access to the course.

§ 8 Registration and password

(1) By using the ILAE Academy subject to the terms of this agreement, you agree:

- a) That you will not disclose your user ID and password to anyone. If you have knowingly supplied false user information or if you deliberately do not update your user details if a change occurs, or if you in any way breach any of the terms of this agreement, ILAE shall be entitled to withdraw your user rights provisionally or permanently.
- b) You are responsible for all use of the ILAE Academy that takes place by means of your user ID and password. You must ensure that your user ID and password are protected from unauthorized use. If you become aware of or suspect wrongful use of your access data, you must inform ILAE without delay.

§ 9 Termination of ILAE Academy user rights

(1) Your ILAE Academy user rights and the right to use ILAE Academy materials expires four weeks after the end of private courses for which fees are payable.

(2) You can terminate your right to use ILAE Academy Products at any time without stating the reasons, simply by notifying ILAE of your decision.

(3) ILAE, at its sole discretion and without notice, can suspend your access to the ILAE Academy Products in part or completely or terminate your license to use the ILAE Academy Products altogether.

§ 10 Warranty and Limitation of Liability

(1) The ILAE Academy Products, ILAE Academy services, information and materials are offered on an "as-is" and "as-available" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

(2) You expressly acknowledge that the ILAE Academy Products, services, information and materials are used at your own risk. ILAE does not warrant that the program functions will meet the user's requirements or that they will work together in the user's chosen selection. Neither the manufacturer nor the developer will be liable for any damage caused by use of the program.

(3) Neither ILAE nor its affiliates shall be liable for any direct, incidental, consequential, indirect, or punitive damages, whether under any contract, negligence, strict liability or other theory, arising out of or in connection with: (a) your access to, or use of, ILAE Academy; (b) the ILAE Academy Products; (c) any products, services, information, activities, and/or materials available on or through ILAE Academy; (d) any breaches of security involving ILAE Academy or your account, or any lack of availability or operational problem of, ILAE Academy; or (e) any viruses or other code that may affect your computer equipment or other property as a result of your use of ILAE Academy.

§ 11 Notifications

(1) ILAE can use e-mail postings within the ILAE Academy product or conventional letter post to send you notifications. Notifications by ILAE shall be effective from the date of sufficient efforts by ILAE to reach you. You can reach ILAE as described in Paragraph 1. Your communications to ILAE are effective from the date of receipt of the communication by ILAE.

§ 12 Indemnification

(1) You agree to defend, indemnify, and hold harmless ILAE and its Affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the ILAE Academy, the ILAE Academy Products, any breach by you of this Agreement, or any other matter for which you are responsible hereunder or under law.

§13 General Terms

(1) Failure to insist on strict performance of any of the terms and conditions of this User Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by ILAE of any right under this User Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

(2) The validity, construction, and performance of this User Agreement shall be construed in accordance with the laws of the District of Columbia, U.S.A. Any disputes arising in connection with this User Agreement shall be resolved in the federal and municipal courts serving Washington, D.C., U.S.A.

(3) If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this User Agreement shall continue in effect.

(4) No joint venture, partnership, employment, or agency relationship exists between you and ILAE as a result of this User Agreement or your use of the ILAE Academy or the ILAE Academy Products.

(5) This User Agreement represents the entire agreement between you and ILAE with respect to your use of the ILAE Academy and the ILAE Academy Products, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and ILAE with respect to the ILAE Academy and the ILAE Academy Products. Any rights not expressly granted herein are reserved by ILAE.