

## Terms of use

Use of the website [www.vjvrs.org](http://www.vjvrs.org) is only permitted on the basis of these terms, which apply to both registered and non-registered users.

The publishers of the Video Journal of Vitreoretinal Surgery (subsequently referred to as the “host”) operate a website (video portal) under [www.vjvrs.org](http://www.vjvrs.org), which gives users the opportunity to view videos and related commentaries. Registered users get the additional chance to view full length videos with commentaries and to post their own videos and commentaries. The videos and related commentaries derive from the field of ophthalmology and are published online after an external, specialist assessment. Only the following persons are eligible to register as users: ophthalmologists, assistant physicians in ophthalmology, ophthalmic nurses / attendants, optometrists, and technicians with an occupational interest in ophthalmology. Other persons may be considered on a case by case basis.

Users have access to the Video Journal of Vitreoretinal Surgery (VJvRS) even without prior registration. In such instances, however, the user is only able to view excerpts of videos and is unable to submit his/her own online postings of videos and commentaries.

The host explicitly reserves the right to modify these terms of use. Associated notification occurs via [www.vjvrs.org](http://www.vjvrs.org), whereby the user can agree to these modifications by logging on or by registering after the amendment has been made.

### § 1 Registration, termination

(1) For unlimited access to the website [www.vjvrs.org](http://www.vjvrs.org), registration is required, free of charge. Registration is not permitted for minors. Upon registering, the user accepts the existing terms of use.

(2) The user must truthfully disclose data specified in the registration request. The data protection statement is available [here](#).

(3) Acceptance of the registration request is communicated by e-mail. Upon acceptance, a user contract is concluded between the host and the registering user, in accordance with these terms of use.

(4) Within the context of registration, the user provides his/her e-mail address and selects a password.

(5) The user is liable for all activities carried out through his/her account in conjunction with his/her password. User liability is excluded in the event of data abuse, over which the user has no control.

(6) The user can delete his/her access (account) at any time and without giving reasons. Deletion of an account means that the affected user is unable to post any more videos with accompanying commentaries onto the website [www.vjvrs.org](http://www.vjvrs.org). However, deleting an account does not result in removal from the [www.vjvrs.org](http://www.vjvrs.org) database of those videos and commentaries already submitted by the affected user.

### § 2 Website at [www.vjvrs.org](http://www.vjvrs.org) (Video Journal of Vitreoretinal Surgery)

(1) The [www.vjvrs.org](http://www.vjvrs.org) website is based on an internet multimedia platform, which enables users to view videos and related commentaries from the field of vitreoretinal surgery, and to submit their own video contributions for assessment and publication where applicable. The user does not receive payment for his/her

submissions, nor for the potential inclusion of his/her submissions in the online content of [www.vjvrs.org](http://www.vjvrs.org).

(2) The host provides users with the requisite storage space. This is limited to 250 MB per video and commentary. The host reserves the right to abridge material posted by the user, upon agreement with the user where appropriate.

(3) The host may integrate videos in the form of journal issues. A DVD or other storage medium containing a journal compiled from different videos and commentaries can be made available upon request. The host has sole responsibility for decisions concerning "why" and "how".

### **§ 3 Rights granted**

(1) The user assigns the necessary rights to the host, so that material submitted by the user can be used within the context of the online Video Journal of Vitreoretinal Surgery at [www.vjvrs.org](http://www.vjvrs.org). This is unrestricted by time and place. Usage rights transferred to the host by the user cover the host's right to make content submitted by the user publically available on a global scale via the Video Journal of Vitreoretinal Surgery, and to disseminate and reproduce such content. The right to reproduce and distribute works or components thereof also covers the use of digital storage and play back media, irrespective of the technical equipment and including all digital and interactive systems (e.g. CD-ROM, CD-I, e-book and other forms of electronic publishing). The user assigns the host the right to authorise licenses in the execution of the above-mentioned rights. The transfer of rights to the host occurs free of charge. For the purpose of advertising for the video portal and VJVRS, the host is entitled to use the contents submitted by the user.

(2) The host can fully or partially transfer the rights granted to him in accordance with these terms, to a third party, without acquiring the user's consent.

(3) The rights granted by the user to the host do not expire if the user's access (account) is deleted or otherwise terminated, whatever the reason.

(4) The host is entitled to discontinue the website, either fully or in part. This can occur at any time and without prior notice.

### **§ 4 Guarantee**

(1) The user has sole responsibility for the videos and commentaries posted by him/her, and should ensure that his/her video and/or commentary do not infringe on the rights of third parties. In particular, the user should ensure that he/she owns the copyrights or has unlimited usage rights to the videos and or/ commentaries submitted for publication, and that he/she is entitled to transfer the rights of use. This also applies to possible music recordings contained in the video. The user is to ensure that contents submitted by him/her neither violate legal requirements (e.g. copyright, press law, trademark rights, youth protection law and competition law) nor infringe on the morality or personal rights of third parties. Providing that third parties own the copyrights or have usage rights to the published material, the user should ensure that he/she has secured from the beneficial owner the necessary rights to use the material.

(2) The user is responsible for ensuring the applicability of descriptions and/or reports on medical practices and/or procedures contained in the material submitted by him/her to the host.

(3) The user is to assure the host that he/she has sole, unlimited power of disposition over the video and commentary rights stated in § 3, and that he/she has not previously made a disposition that conflicts with this agreement, and will not do so in the future. The user fully exempts the host from all types of third party claim resulting from the illegality of content, which the user has made available to the host. Indemnification also covers the obligation to fully exempt the host from legal expenses (e.g. court and solicitor fees). In the event of a third

party claim, the user is obliged to fully and promptly provide the host with all comprehensive and truthful information necessary for a claims assessment and defence.

(4) The host has the right to inspect the content of a user's video or commentary, but is not obliged to do so. Inspection of content is carried out by outside experts (so-called peer review process). The host can refrain from posting a video and/or commentary.

(5) The host is not responsible for the accuracy, lawfulness and completeness of video and/or commentary content submitted by the user. In particular, the host stresses that the video footage and associated commentaries alone are no substitute for a diagnosis in tangible, individual cases. The host makes no claims as to the applicability of shown methods to concrete cases and gives no guarantee as to their up-to-dateness. The host explicitly points out that the videos and commentaries should not replace thorough diagnoses and treatment in individual cases.

(6) The host endeavours to make the [www.vjvrs.org](http://www.vjvrs.org) website accessible on a sustained basis and to ensure 98% availability. With advance notice, the host reserves the right to carry out maintenance work (implementing technical measures for the benefit of the proper or improved provision of services), preferably at weekends. A user's right to access the [www.vjvrs.org](http://www.vjvrs.org) website and its features exists only within the scope of the current state of technology.

(7) The host is liable for damages of any kind – irrespective of other legal eligibility criteria – only in cases of intention and gross negligence. The host is only liable for simple negligence upon violating an obligation, whose fulfilment is crucial for proper realisation of the contract, and whose observance may be relied on by the contractual partner (cardinal obligation).

Liability is excluded for damages of all kinds on whatever basis, including liability for negligence upon conclusion of the contract. If the host is liable for negligent behaviour, liability is basically limited to damages that the host could typically have expected to arise on the basis of known circumstances at the time of conclusion of the contract. Existing liability exclusions and limitations do not apply, insofar as the host has assumed warranty for damages which can be compensated for according to the Product Liability Act, as well as damages to life, limb or health. Existing liability exclusions and limitations also apply for the benefit of employees, vicarious agents and other third parties, who serve the host in execution of the contract.

(8) The host is only liable for direct or indirect reference to external websites ("hyperlinks") lying outside their field of responsibility if he has knowledge of the respective content and it is technically possible and reasonable for him to prevent use in cases of illegal content, yet he does nothing to this effect.

## **§ 5 Video and comments**

(1) The host is not obliged to publish a video or comment. Publication may fail to occur if a video or comment does not comply with agreements made as to the content and form of the host's overall website.

(2) The user agrees to videos and/or comments being checked and, if needed, revised by the host with respect to the standard layout of the website, and to inspection of content as per the so-called peer review process.

## **§ 6 Blocking, deletion**

If, in spite of the user's obligation to verify the lawfulness of his/her content, there is suspicion of infringement of an effective law or violation of third party rights, then the host is entitled to block the content concerned until there is proof of lawfulness. The user is not exempted from his/her obligations as a result. This

also applies if there is suspicion of violation against the rights and duties stated in the previous terms. In the event of multiple violations against existing rules, the host can block access (account) either on a temporary or permanent basis, or delete an account. In instances of blocking, the user is unable to submit videos und comments to the [www.vjvrs.org](http://www.vjvrs.org) website.

## **§ 7 Reporting an infringement**

Anyone who believes that a particular video and/or comment on [www.vjvrs.org](http://www.vjvrs.org) violates applicable law or third party rights can contact the host. This can be done by e-mailing [info@vjvrs.org](mailto:info@vjvrs.org), or by fax, mail or telephone.

## **§ 8 Alterations to these terms**

The host is entitled to amend these terms of use at any time. User notification is communicated by e-mail and through updating the terms of use at <http://www.vjvrs.org>. Providing the user does not dissent or cancel within a period of three weeks, his/her conduct will be interpreted as acceptance of the new terms of use, which assume validity for the term determined by the host.

## **§ 9 Data protection**

For questions on data protection, please observe the detailed **particulars**.

## **§ 10 Final clauses**

- (1) Subsidiary agreements must be made in writing.
- (2) German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (3) The invalidity or inefficacy of individual terms within these terms and conditions does not affect the validity of remaining terms. In such an instance, parties are obliged to replace the invalid term with one that would best fulfil the intended economic and legal purpose of the same.
- (4) The place of jurisdiction is Ludwigshafen am Rhein, providing the user is a business person within the meaning of the German Commercial Code.
- (5) This translation has been supplied for ease of understanding and as such only the German version is legally binding.

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