

# Breast Surgery International (BSI)

an Integrated Society of the

International Society of Surgery / Société Internationale de Chirurgie (ISS/SIC)  
Seefeldstrasse 104, 8008 Zürich, Switzerland

Disclaimer BSI for its Websites and social media activities Breast Surgery International BSI after that referred to "BSI".

## Scope of Agreement

These Terms of Use ("Terms") apply to each BSI Website, which includes but are not limited to [www.bsisurgery.org](http://www.bsisurgery.org), the various websites of BSI past, present, and future Congresses, Meetings, and subcommittees, and any other Internet site on which these Terms are posted.

These Terms constitute the entire agreement between you and BSI and any entities that control or are owned by, or are affiliated or under common control with, BSI (collectively referred to throughout these Terms as "we," "us," or "our") and constitute the entire agreement relating to our Online Services, superseding all prior or contemporaneous statements, whether electronic, oral or written.

Note that special terms may apply to some of the services offered on BSI websites. Any special terms will be posted in connection with the applicable service and are in addition to these Terms. In the event of a conflict between these Terms and any special terms, the special terms will prevail over these Terms.

You acknowledge that these Terms are supported by reasonable and valuable consideration (such as your use of our website or receipt of information and materials available at or through an BSI website), the receipt and adequacy of which are at this moment acknowledged.

## Password and Security

Portions of BSI's websites are secure and may require you to register to participate in those areas. User accounts issued for BSI's websites are for individual use only, and you are solely responsible for maintaining the confidentiality of your username and password. You agree to provide accurate and complete information about yourself when registering or otherwise providing information regarding your account to update your account data to keep it accurate and complete and to log out when you conclude each session. You agree that we may store and use the information you provide for maintaining your account. You also agree not to misrepresent your identity or affiliation with any person or entity, including (but not limited to) using another person's username, password, or other account information. Violations of our security systems may result in civil or criminal liability. You agree to notify us immediately of any unauthorized use of your password or account or any other security breach. We will make every effort to ensure your online security but cannot and will not be liable for any loss or damage arising from your failure to comply with these provisions.

By accessing or using this website or any services or software that access or use it, you consent to the terms of these Terms of Use, including our Privacy Policy, as they most recently have been amended. The Privacy Policy and the rest of these Terms of Use may be changed occasionally, so you should ensure you are familiar with the current version.

## User Conduct

Our websites are intended to benefit our members and other users and promote the exchange of information, education, and learning in the field. You agree to use this website only for such purposes. You may not use this website for any other purpose, including any business or commercial purpose, without BSI's express prior written consent. Any unauthorized commercial use of this or any BSI website, server, related services, or the resale of associated services is expressly prohibited.

As a condition of your use of these services, you expressly agree that you will not use our websites, software, or other products or services for any purpose that is unlawful or prohibited by these Terms. You agree to abide by all applicable local, state, national, and international laws and regulations. You are solely responsible for all acts or omissions when logged in, including the content of any information submitted or posted on this website.

## **Use of Content**

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Any Content on any BSI website that is configured for downloading, such as learning modules, other workshop downloads, and any other resources, may be downloaded for your personal, noncommercial use only, provided that you do not:

- a) remove, alter, or modify any copyright, trademark, trade name, service mark, or other proprietary notices;
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- c) use the Content to suggest an association with the BSI other than the required source attributions.

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You are responsible for protecting any Content you download, and BSI will not be liable for Content that is lost, destroyed, or damaged for any reason. BSI reserves the right to change any Content and eligibility for access to any Content without notice. You acknowledge that, if we make such a change, you may not be able to use Content to the same extent as before such change and that BSI shall have no liability to you in such case. Discontinued or currently unavailable merchandise also may be removed from our website. If you cannot locate a product, a service, or the information you recall from a previous visit, please email us, and we will try to assist you.

BSI can not guarantee the contents or security of electronic files on our sites. Accordingly, we cannot assure that users will not be exposed to inappropriate material. Further, all users must recognize that scientific knowledge perpetually expands and changes. BSI does not guarantee the accuracy of any information posted on its websites, and no professional or patient should rely on information provided on our websites as a substitute for the appropriate application of medical judgment based on individual patient examination and the proper standards of patient care. BSI does not make individualized treatment recommendations or provide advice that is warranted to be accurate or applicable to any individual patient.

## **Your Submissions to Our Websites**

We may expressly request or enable you to submit, post, upload, embed, display, communicate, or otherwise distribute messages, ideas, concepts, drawings, photographs, graphics, videos, or other material or information through an BSI website ("Submissions"). Please do not make any Submissions to or through our websites that we do not expressly request or enable you to submit. Our policies regarding Submissions apply regardless of whether we ask for any Submissions received on or through our websites.

Some of our websites may contain communications services provided through forums, bulletin board services, chat areas, message boards, news groups, communities, personal web pages, calendars, and other message or communication features designed to allow you to communicate with others. You agree to use such communication services only to make and receive Submissions related to the particular communication service and by these Terms.

You agree that you will not post, send, publish, or transmit any Submission that:

- Violates any copyright, patent, trademark, trade secret, intellectual property, or other proprietary or contractual right; or
- Advertises any commercial or business endeavor (for example, offering products or services) or otherwise engages in any commercial activity (for example, conducting raffles or contests, displaying sponsorship banners, and soliciting goods or services) except as we may be specifically authorized.
- Harms or can reasonably be expected to harm any person or entity, including but not limited to material that is a violation of privacy, defamatory, abusive, harassing, threatening, or exploits or harms children by exposing them to inappropriate content; or
- Is illegal or encourages, advocates, or discusses unlawful activity; or
- Openly seeks, or passively collects, personal or personally identifiable information about or from others; or
- Includes programs that contain viruses, worms, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the use or enjoyment of any of our websites or
- Otherwise, it violates any provision of these Terms.

BSI does not endorse any Submission and expressly disclaims all liability in connection with any Submission. BSI may refuse or remove any Submission that, in its sole judgment, violates these Terms. You are solely responsible for any Submission you submit to our websites.

You should be aware that, in some instances, your Submissions are public, not private communications. When you are using the areas of our websites that publicly display Submissions, you should assume that any Submissions you make to these areas are also subject to being made public. You should only post messages you would be okay with seeing on a school or community bulletin board or local newspaper. The privacy of others should always be respected. Suppose you need permission to use any photos, writings, other material, or identifying information in a Submission. In that case, you are responsible for obtaining documentation of such permission before posting the Submission. We may prohibit or remove specific Submissions posted in public areas of our websites following our policies. Still, we are under no general duty to monitor the public posting of Submissions in such areas. When you voluntarily disclose any personal information (which is further defined in our Privacy Policy) through any Submission in a public place, that information can be viewed, collected, and used by others and may result in unsolicited messages from others, for which we shall have no responsibility.

By providing Submissions to any of our websites, you at this moment grant BSI the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to reproduce, use, copy, sell, distribute, create derivative works from, perform, and display all or part of the Submission in any form, media, or technology now known or later developed. Except in the case of specific Submissions by students or teachers participating in any form of online instruction, BSI will not be required to treat any Submission as confidential. However, we may use any Submission in our business endeavors (including, without limitation, for products or advertising) in a manner consistent with our privacy policies without incurring any liability for royalties or any other consideration. We will not incur any liability due to any similarities that may appear in our future operations.

By providing Submissions to an BSI website, you also represent and warrant that the Submission is your original work, does not violate any agreement between you and a third party, and shall not infringe upon or violate any law, agreement, or other rights of any kind, of any third party, without limitation, rights affecting copyright, patent, trademark, unfair competition, contract, defamation, privacy or publicity.

Access to and use of secure areas of BSI sites is considered a privilege provided at the discretion of BSI. BSI reserves the right to monitor the use of its websites to determine compliance with these Terms, to investigate any reported or apparent violation, and to take any action that we, in our sole discretion, deem appropriate. We also reserve the right to immediately withdraw access and use of our sites when there is reason to believe that violations of law or our policies have occurred. We also always reserve the right to disclose any information necessary to satisfy any applicable law, regulation, legal process, or governmental request and to edit, refuse to post, or remove any information or materials, in whole or in part, in our sole discretion. Submissions provided to any of our websites may be subject to posted limits on use, reproduction, and dissemination, and you are responsible for abiding by such limitations concerning any Submissions you provide and any materials you may download.

## **Termination of Service**

These Terms of Use constitute an effective agreement until terminated by either party.

You are not required to continue the use of these services. If you are dissatisfied with any aspect of the services, you are encouraged to contact the BSI office to discuss your concerns.

Please ask us to close your account anytime by emailing us. We reserve the right to terminate this agreement and your access to any or all our websites, related services, or any portion thereof without notice.

### **Effect of Termination**

Upon termination of this Agreement, you will no longer access or use any part of this website or use any service or software to access or use this website. Your representations, warranties, and agreements concerning your past access and use will continue in effect (for example, the licenses granted to BSI for content you uploaded and your indemnification against infringement concerning such materials). Still, you will incur no new obligations because there will be no future use.

### **Disclaimer and Limitation of Liability**

You agree that using any part of our websites or online services is entirely at your own risk. The content on our websites is provided in good faith, "as is," and without warranties, either express or implied. To the fullest extent permissible by law, BSI disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. BSI does not warrant that any of our websites or materials on the websites will be uninterrupted or error-free, that defects will be corrected, or that any of our websites or the servers that make them available are free of viruses or other harmful components. BSI does not warrant or make any representations regarding the use or the results of the use of the content on any of our websites. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You acknowledge that we may include links to other websites and that BSI has no control over and makes no representations regarding such websites. You now waive any claim against BSI concerning any linked websites.

In no event will BSI, or any person or entity involved in the provision of these online services, be liable for any damages, including, without limitation, direct, indirect, punitive, actual, incidental, consequential, special, exemplary, or other damages, arising as a result of your use or access to any of the Content on our websites, or inability to use or access our websites, or arising out of any breach of warranty even if BSI has been advised of the possibility of such damages. You expressly acknowledge that BSI is not liable for third parties' defamatory, offensive, or illegal conduct, including, but not limited to. These others have registered with any of our websites.

### **Third-Party Content and Links**

This website may be linked to other websites not maintained by or related to BSI. Any links to other websites are provided as a convenience to you. They are not sponsored by or affiliated with our websites or BSI and do not necessarily imply our endorsement of the other website or its contents. We have not reviewed any or all linked websites and are not responsible for the content or any form of transmission received from linked websites. Linked websites are to be accessed at your own risk, and we make no representations or warranties about the content, completeness, or accuracy of the websites linked to any of our websites.

### **Indemnity**

You agree to indemnify and hold BSI, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, representatives, and contractors ("Indemnified Parties") harmless from any breach of these Terms by you, including any Submissions or use of Content other than as expressly authorized in these Terms. You agree that the Indemnified Parties will have no liability concerning any such breach, alleged breach, or unauthorized use. You agree to indemnify any resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties arising from your breach, alleged breach, or unauthorized use. You also agree to defend, indemnify, and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of any of our websites.

### **Trademarks and Copyrights**

Any trademarks, service marks, logos, and copyrighted works appearing on this website are the intellectual property of BSI or their owners, who retain all rights in that respect. Any unauthorized use of such

intellectual property may violate copyright laws, trademark laws, the laws of privacy and publicity, and other communications regulations and statutes. We also respect the intellectual property rights of others and ask that anyone who uses or accesses our website do the same. If you believe that your copyrighted work has been copied or that your intellectual property rights have otherwise been violated, under The Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("the Copyright Act"), notifications of claimed copyright infringement should be sent to our designated agent, as follows:

Breast Surgery International, Copyright issues BSI, Seefeldstrasse 104, 8008 Zürich, Switzerland

Under the Copyright Act, any notification of claimed infringement sent to us must be in writing and substantially include the following:

- Identification of the copyrighted work or intellectual property you believe has been infringed, or, if a single notification covers multiple items on our website, a representative list of such works at that website.
- Identify the material you believe is infringing or the subject of violating activity and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Only notifications that follow the above procedure will be considered valid and may receive a response.

### **Export**

Our provision of goods and services through this website or any other BSI website(s) is subject to United States export control and economic sanctions requirements. By acquiring any goods or services through any BSI website, you represent and warrant that your purchase and or use comports with those requirements.

### **Modification of Terms**

BSI reserves the right, with or without notice to you, from time to time, to make changes to these Terms at our sole discretion. Continued use of any part of this website constitutes your acceptance of such changes. The most current version of these Terms, which supersedes all previous understandings, can be reviewed by clicking the "Terms of Use" hyperlink at the bottom of the home page on this or any BSI website.

### **No Agency**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and BSI because of these Terms or use of any BSI website.

### **No Waiver**

Any failure to enforce any of the provisions of these Terms shall not be construed as a waiver of our right to enforce such provision.

### **Applicable Law and Venue**

BSI is incorporated in and maintains a registered office in Zürich, Switzerland; you agree that these Terms will be governed and interpreted by the laws of Zürich, Switzerland. You also agree that the exclusive venue for any dispute between you and BSI that arises out of or relates to these Terms is in Zürich courts of Zürich, Switzerland, and you expressly consent to the personal jurisdiction of the courts of Zürich, Switzerland. We do not represent that the Content on any BSI website is appropriate or available for use in any location. Those who choose to access our websites act on their initiative and are responsible for compliance with all applicable local or other laws.

### **Severability**

If any portion of these Terms of Use is unlawful, void, or unenforceable, that portion will be deemed severable from these Terms. It will not affect the validity and enforceability of the remainder of these Terms.

### **PRIVACY POLICY What types of information do we collect?**

We collect several kinds of information to allow us and third parties selected by us to optimize the services provided to you, to gather data relevant to the profession, and to provide you with products or services in which you may be interested.

#### *Information Provided to Us by Users*

We may ask for personal information allowing individual [guest]s to be specifically identified and contacted, such as first or last name, home address, telephone number, or email address. We may also ask for a password, secret answers to specific security questions, or other information that will allow us to identify a [guest]'s account or provide a [guest] with access to their account or certain Online Services. Because many of our products and services are designed for educational use, some of the personal or contact information we request may be about institutions and schools instead of, or in addition to, information about the guests themselves. We also collect demographic information, such as whether our guests are medical practitioners and, if so, whether they see patients; our guests' research and medical specialties and subspecialties; and other demographic information. When we use or associate other information with information that could be used to identify or contact a guest specifically, this additional information is considered personal information for purposes of this Privacy Policy.

To ensure that users are provided with accurate information about their accounts and content geared to the interest of that user, we may ask for personal information when a user registers for, logs on to, or visits our websites or other Online Services or participates in activities on our websites.

While using some of our products or services, users may have the opportunity to provide photographs, videos, or other materials that may contain information that would enable identification of the user. Bearing this in mind, all users should review any material they provide to ensure it is appropriate for sharing. Similarly, some of our Online Services may offer online social, community, or other communication features that allow users to post or share different messages, stories, pictures, artwork, videos, testimonials, lesson plans, or other content. Along with such content, users may be allowed to post certain personal information about themselves, their school, and additional miscellaneous information related to the content.

Please note that although we may take various steps to protect our users, we cannot guarantee that content posted by a user will not be seen by someone other than the intended audience. By choosing to post items or use any of our social or communication features, users acknowledge that they do so at their own risk and agree that they will only share information and images that they have a legal right to share.

#### *Information Collected Using Technology*

Our Online Services may automatically collect information concerning a user's computer hardware and software, including, for example, the computer's Internet Protocol (IP) address, computer operating system, and web browser type, or the kind of Online Service being used (including the product ID or serial number and product license information).

We also may collect general information about how and how often users use, browse, or view content on our websites, which products they buy, and how users use and interact with our Online Services. This information and information regarding access times and referring website addresses helps us maintain the quality of our services and gather general statistics about our website users. In most cases, the usage information described above does not identify users personally, but in some cases may be linked to personal information such as an email address. Depending on which of our websites, the type of Online Service is used, and the specific type of usage information being collected, some or all such information may be linked to the user's account.

Additionally, suppose a user receives our emails in HTML format. In that case, we may use technological methods to improve our services and communications to the user by, for example, determining whether that user has opened or forwarded our emails and clicked on links in those emails or to determine whether the user has made an inquiry or purchase in response to a particular email. These technological methods may enable us to collect and use information in a personally identifiable form. Users who do not want such data collected from HTML emails can request a change in the format of future emails using the link at the bottom of an existing email or by contacting us directly.

#### **When and how much personal information do we collect?**

The timing and amount of information we collect from users will depend on which websites and Online Services the user utilizes and how much the user interacts with our systems. Please be assured that we try

to collect only the information needed to provide users with the quality products and services they have come to expect from BSI and its vendors.

We may request a user's personal information when they:

- Log on to one of our websites or Online Services
- Place an order on one of our websites for products or services (such as, but not limited to, Registration for Events).
- Register or create an account on any of our websites.
- Send us an email or otherwise contact us using the online tools that we have provided on any of our websites, including, for example, "Contact Us" features.
- Submit customer ratings or reviews, testimonials, product ideas, or ideas for the classroom or other education experience.
- Sign up for one of our newsletters or request information, marketing materials, etc., communications.
- Participate in any social or community areas, including, for example, blogs and forums, and
- Enter any of our contests or promotions.

As noted above, our websites and Online Services also collect some usage information automatically. Please see "Information Collected Using Technology" above for more details.

We sometimes supplement the information we collect, as this Privacy Policy outlines, with information we receive from other sources and entities. Such outside information includes but is not limited to, updated delivery, billing, and address information, and information about products and services utilized from carrier services or other third parties such as publishers, congress organizers, and others who offer products or services to our users and us.

#### **How do we use the information that we collect?**

BSI primarily collects and uses our users' personal information to operate our websites and provide our Online and other Services. For example, we collect a user's email address, name, and address during account registration to enable us to process any orders placed and send any requested newsletter(s) or any requested mailings or offers. When a user voluntarily registers for a service or an event, submits a survey, or fills out any other request for information, we may request the user's email address and additional contact information to be able to contact that user to follow up with the user concerning the data they submitted or for other BSI purposes. If a user provides us with credit card information, we will use it to fulfill and process online orders for that user. We also may allow users to store payment information for future purchases as a convenience on certain occasions. If a user chooses to take advantage of this convenience, we will keep their payment information in our records or those of a contracted service provider.

In addition to processing a user's orders for products or services, we also may use personal information to:

- Send correspondence, including welcome letters, order confirmations or receipts, parental notice or consent emails, recall announcements, or other notices.
- Send communications of interest, including newsletters and articles.
- Send copies of publications, special offers, promotions, or other mailings of potential interest upon request.
- Verify a user's identity when placing an order, logging into an account, or preventing unauthorized access to or using a user's account information.
- Identify ways to improve products and services to meet the needs of our users.

#### **Do we share personal information with other parties?**

BSI is committed to protecting its users' privacy and utilizing data collected by BSI only for purposes that further the interests of the BSI, its members, and its users. BSI does not allow the public to access the collected data.

Unless otherwise stated below, we do not share any information that would individually identify our users or customers to third parties.

Please note, however, that we sometimes hire other companies to provide limited services on our behalf, such as publishing and sending newsletters, operating our meetings, fulfilling and shipping orders that users have placed, and completing transactions requested by users. We provide those companies with the information they need to provide us with the specific task they have been hired for. We prohibit them from using that information for any other purpose and require them to abide by strict privacy standards.

In the future, we may use data from our users to enable carefully selected third parties to provide offers of relevant goods and services, sharing with them only so much personal information as is reasonably necessary to carry out those tasks.

Additionally, we reserve the right to disclose the personal information of our users, without notice, only if required to do so by law or in the good faith belief that such action is necessary to

- a) comply with the law,
- b) protect and defend the rights or property of BSI and,
- c) protect the personal safety of users of BSI websites and Online Services, or the public.

### **How do we protect personal information?**

BSI takes various technological, administrative, and physical measures to protect our users' personal information. Some of these measures include but are not limited to requiring that users be registered to access the portions of our website that request or enable them to submit personal information, using encryption technology to protect credit card numbers when they are transmitted to us via any of our websites or Online Services.

We routinely review our security measures and consider new technology and methods as appropriate. Please be aware that despite our efforts, no security measures are perfect, and we assume no responsibility for any breaches.

BSI is proud to note that all websites on which the BSI accepts credit card payments have attained Payment Card Industry-Data Security Standard (PCI-DSS) compliance. This means that a user who pays for memberships and products on our websites can rest assured that the highest industry standards for safety and security handle payment information. The PCI Security Standards Council developed the PCI-DSS standard to establish consistent data security measures around the globe and guarding credit card data, account, and transaction information from hackers or malicious system intrusion.

### **What can users do to protect their personal information?**

Users registering with any BSI website or Online Service must select a password. The user can change this password at any time by logging into the service using the current password and setting a new one. It is the user's responsibility to keep the password confidential. A user who has logged in from a computer shared with others should always log out of the website before leaving it to prevent subsequent computer users from accessing information under their login. A user who believes that someone has used their password or account without permission or has a reason to think there might have been a security breach should notify us immediately.

### **How is personal information handled in our communities and forums?**

While we do not automatically share any user's personal information based simply on their decision to log onto one of our communities or forums, please remember that a user's username or log-on may be visible to other users. Additionally, please note that although we may take various steps to protect our users, we cannot guarantee that content posted by a user will not be seen by someone other than the intended audience. Bearing this in mind, all users should review any material sent to ensure that such information and images are appropriate for sharing. All users choosing to post items or use any of our social or communication features acknowledge that they do so at their own risk and will only share information and images they have a legal right to share. BSI cannot be responsible for data collected or disclosed in such postings.

Users are also encouraged to review the privacy statements of any other websites visited via hyperlinks posted on our websites to understand how those websites collect, use, and share information. BSI is not responsible for the privacy policies or other content of third-party websites accessed through any BSI website.

### **How can users change their contact information and preferences?**

All users registered with one of our websites can log into their account and access or update the contact information currently associated with that account, including, for example, a mailing address or email address. Users may also use our websites to view and update information regarding recent orders, payment settings (such as credit card information, credit balances, and gift certificates), email notification settings, and prior order history. If a password has been forgotten, a user also can find instructions for resetting it on the account information page.

Concerning communications preferences, a user can unsubscribe from newsletters by following the instructions included in any newsletter received. A user whose email address has changed and would like to continue to receive newsletters will need to access the account and update the email address information and might need to sign up again for the newsletter. Occasionally, we will send emails concerning website disruptions, new products, and other news about our products and services. These emails are sent to all account holders and are not subscription-based. Such emails are considered a part of our service to the users of our websites.

#### **What if we change our Privacy Policy?**

We periodically review our online practices and policies and may choose to revise our Privacy Policy. Any revised Privacy Policy takes effect as soon as it is posted on our website. We recommend that users review our Privacy Policy periodically to stay informed on how we protect private information.

#### **What if users have questions or comments about this Privacy Policy?**

BSI welcomes questions or feedback regarding our Privacy Policy. Please call us, send an email, or write to us with questions or comments at:

Breast Surgery International BSI, Seefeldstrasse 104, 8008 Zürich, Switzerland