



## **TERMS AND CONDITIONS FOR THE USE OF THE EHS HERNIA PREVENTION REGISTRY**

1. The EHS Hernia Prevention Registry (hereinafter, the Registry or the database) has been created, developed and arranged by the European Hernia Society (hereinafter, EHS), a non-for-profit international scientific association founded in France mainly aimed at the promotion of abdominal wall surgery, the study of anatomic, physiologic and therapeutic problems related to the pathology of the abdominal wall, the creation of associated groups which will promote research and teaching in this field, and the development of interdisciplinary relations.

2. These Terms and Conditions sets forth the legal terms for the use of the Registry between you (hereinafter, the User) and us (EHS). These Terms and Conditions govern the relationship between the User and the EHS and prevail over any other conditions or provisions that may have been agreed upon by both parties. By accepting these Terms and Conditions, the User agrees to use the Registry in accordance with the provisions set forth herein.

3. The term 'registered User' specifically refers to any User who creates a personal account to access the Registry in accordance with these Terms and Conditions. All provisions and requirements set forth in these Terms and Conditions that apply to the User shall equally apply to the 'registered User' and vice versa.

4. For any additional information about the EHS, you may visit our website at <https://www.europanherniasociety.eu/> or contact our Technical Secretary at [secretariatehs@pacificomeeting.com](mailto:secretariatehs@pacificomeeting.com).

5. The intellectual property rights to this database and all content added to it (including, without limitation, all documents, files, texts, images, and codes contained therein) are owned exclusively by EHS, in accordance with copyright laws and treaties worldwide. All such rights are reserved. You may duplicate any part of this database only with prior written permission from the EHS Board of Quality. To request such permission, please contact the EHS Registry Helpdesk at [secretariatehs@pacificomeeting.com](mailto:secretariatehs@pacificomeeting.com).

6. The Registry is available free of charge to all medical personnel, regardless of EHS membership status.

The status of registered User will be granted to healthcare professionals working in surgery and related medical disciplines (including, but not limited to, general, vascular, colorectal surgery, gynecology, and urology). The User shall permit the Registry Project Manager and Registry Helpdesk to verify their professional credentials during the registration process, in accordance with section 8 of these Terms and Conditions.

7. All personal information provided by the User must be accurate. The User is responsible for maintaining their personal information up to date to ensure it reflects their current status at all times. The User bears sole responsibility for any inaccurate personal information submitted during the registration process and any resulting damages caused to EHS or third parties due to such inaccuracies.

8. To use the Registry, Users must first register and create a personal account. Upon successful registration and account creation, the registered User grants permission to the Registry Project Manager and the EHS Registry Helpdesk (HD) to contact them regarding system warnings, data integrity

concerns, updates, and invitations to join scientific groups. Registered Users should not share access to their personal account with others.

9. Registered Users may enter scientific data (hereinafter, 'scientific data' or 'cases') into the Registry based on their surgical practice and to the best of their knowledge, in accordance with the internal template/form provided in the Registry.

10. Registered Users are responsible for their scientific data and will maintain access to their data.

11. Registered Users can identify their scientific data (files) through the unique Registry case number. This case number is directly linked to the files entered by the registered User and must be stored securely. The unique case number does not allow the Registry Project Manager or Registry Help Desk to identify patients. Registered Users are responsible for maintaining the link between their entered scientific data (files) and the assigned unique case number.

12. Registered Users should consult their local Ethics Committee or relevant competent authority before entering scientific data into the Registry to determine if prior approval is required under their national law. The EHS disclaims any liability regarding the obtaining of local Ethics Committee or competent authority approval (where legally required) on behalf of registered Users.

13. Registered Users must have proper authorization to enter scientific data in the Registry. This requires obtaining prior permission from their Healthcare Organization (e.g., Hospital) which serves as the Data Controller of such scientific data under the GDPR.

14. Registered Users are solely responsible for maintaining patient ANONYMITY for all data entered in the Registry. No identified or identifiable patient data should be entered, including but not limited to: full name, date of birth, social security number, nationality, patient identifiers such as medical record numbers, or any other information that could enable patient identification.

15. The Registry Project Manager reserves the right to immediately delete any identified or identifiable data entered by registered Users in the Registry.

16. All data collected in the Registry will be hosted in compliance with Regulation (EU) 2016/679 of 27 April 2016 (hereinafter, 'GDPR') by Olyro GmbH, an independent software solution engineering company, which will act as the Data Processor. The server hosting the Registry is owned by Hetzner Online GmbH, located in Falkenstein, Germany, which will serve as a Data Subprocessor. Hetzner Online GmbH is certified with ISO 27001. The EHS and Olyro GmbH have executed a Service Agreement, including a Processing Agreement Addendum, which remains in full force and effect between the parties. Registry data will be regularly backed up, and a real-time monitoring log of all data entries will be maintained, accessible to the Registry Project Manager, Olyro GmbH, and Hetzner Online GmbH.

17. Registered Users may extract scientific data for external evaluation and publication, provided that patient anonymity is strictly maintained. When presenting scientific data obtained through the EHS Registry in oral presentations or scientific publications, Users must reference the source as follows: Reference: Scientific data collected thanks to the EHS Registry, a scientific Registry of the European Hernia Society (EHS)

18. If a registered User agrees to combine their files (scientific data) for data extraction, these files will become accessible to the Registry Project Manager. The Project Manager is authorized to generate an Excel document containing the extracted files. Importantly, the registered User's scientific data cannot be edited by other registered Users or the Registry Project Manager.

19. The Registry Project Manager retains universal access and extraction rights to scientific data contained in the Registry to fulfill the duties outlined in these Terms and Conditions. The EHS, as the Registry owner (referenced in section 5), may request scientific data from the Registry Project Manager at any time to support its objectives as a not-for-profit international scientific association. Such purposes

may include, but are not limited to: Drafting annual reports, promoting post-marketing surveillance studies, preparing scientific manuscripts and articles or advancing scientific research in the field.

20. The EHS will oversee the database as a good "housekeeper". In the unexpected event of loss of data, no claims for financial compensation may be made by the User.

21. The EHS will not be responsible in any case for the use that the registered User could make of the Registry and of the scientific data gathered in it. The EHS does not guarantee that the registered User use the Registry in accordance with these Terms and Conditions. The EHS cannot guarantee that the registered User uses the Registry in a diligent and lawful way.

22. The EHS is exempt and/or excluded from any responsibility for the damages of any nature that could be due to the unlawful use of the Registry, or the scientific data gathered in it by the registered User. The EHS is exempt and/or excluded from any responsibility for the damages of any nature that could be due to the lack of accuracy, validity, exhaustiveness and/or authenticity of the information provided by the User.

23. If the EHS is unable to maintain adequate financial sponsorship to support the Registry, the database may cease to function. In this unexpected event of cessation of the Registry, no claims for financial compensation may be made by the registered User.

24. The EHS is entitled to amend or update these Terms and Conditions at any time. The User shall be responsible for consulting them prior to commence using the Registry, as the last version uploaded into the Registry website at the time to use the Registry by the User shall be the version applicable.

25. The EHS is the Data Controller of the registered User's personal data, being therefore responsible for such processing of personal data. The EHS informs you that such data will be processed in accordance with the GDPR and national regulations that may apply, being the purpose of such data processing to enable you to use the Registry, pursuant to the Terms and Conditions set out above. The legal basis of the data processing is that such processing is required to be able to respond to your Registry use request. The personal data will not be disclosed to third parties, unless legally obliged to do so or you expressly give us your consent. You are entitled to exercise your rights set forth in the GDPR. You also have the right to file a complaint before the Spanish Supervisory Authority ([www.aepd.es](http://www.aepd.es)) if you consider that the data processing does not comply with current legislation. For further information, you can access to our website <https://www.europanherniasociety.eu/> or send an email to [secretariatehs@pacifico-meeting.com](mailto:secretariatehs@pacifico-meeting.com)

26. These Terms and Conditions are governed by French law. Any claim, action, or dispute arising in connection with these Terms and Conditions that the Parties cannot resolve amicably within one (1) month of the dispute's emergence shall be submitted to the exclusive jurisdiction of the courts and tribunals of Paris, France. To the fullest extent permitted by law, the Parties waive their rights to any alternative jurisdictions.