Terms of Use

These Terms of Use apply to your use of EHDN.org, all its sub-domains and all associated services including, but not limited to, e-mail received from EHDN.org, any of our computer systems, databases or networks connected to EHDN.org and all its sub-domains (collectively, the "Website"). The Website is being made available for your use by European Huntington's Disease Network (EHDN) represented by the University Hospital of Ulm. You are only permitted to browse or otherwise use the Website, if you accept these Terms of Use.

Your use of certain areas and/or sub-domains of the Website may be subject to additional terms of use, terms that supersede these Terms of Use or other agreements (collectively, the "Additional Terms of Use"). You will be informed of any such Additional Terms of Use when you visit any such areas and/or sub-domains of the Website. You are only permitted to use such areas and/or sub-domains, or any part thereof, if agree to be bound by such Additional Terms of Use.

We reserve the right, in our sole discretion, without any obligation or notice requirement, to suspend or deny your access to the Website for any reason, including for scheduled or unscheduled maintenance, upgrades, improvements or corrections.

You may not attempt to gain unauthorized access to the Website, through hacking, password mining or any other means to circumvent the Website's security procedures. You may not use the Website (i) in any manner that could damage, disable, overburden or impair the Website or any service provided through the Website, or interfere with any other user's use and enjoyment of the Website or any service provided through the Website or (ii) for any purpose that is unlawful or prohibited by these Terms of Use or, as applicable, any Additional Terms of Use. You may not make use of the Website or any service provided through the Website to forge e-mail headers or send bulk unsolicited e-mail messages.
Privacy Policy

These Terms of Use include our Privacy Policy, which describes how we use your personal information.

Accuracy of Content

Any content we provide or post on the Website may contain errors or inaccuracies, including both typographical and substantive errors. We reserve the right, in our sole discretion and for any reason, without any obligation or notice requirement, to discontinue, change, improve or correct the content we provide or post on the Website. Any dated content we provide or post on the Website is published as of its date only and we have no responsibility to update or amend any such content.

It is your sole responsibility to evaluate the accuracy, completeness or usefulness of any content provided or posted on the Website.

Links to Other Websites

These Terms of Use and any Additional Terms of Use apply only to the Website. We provide links to other websites, but we do not control the content on those websites or their practices. We are not responsible for other websites' content, information collection practices or use of any information they collect. Links to other websites do not constitute an endorsement by us of those websites or their content, owners or posters.

Your Use of Content Contained on the Website

Except where otherwise expressly noted or contemplated, all content provided or posted on the Website is being made available to you solely for the purpose of providing information about EHDN and its practices and progress or to provide you with access to data and/or materials that you have requested the right to access and use.

The entire Website is copyrighted. Certain content, such as articles and/or other materials you may find within the Website, may also be separately copyrighted by us or by others.

Except where otherwise expressly noted or contemplated on the Website or in any Additional Terms of Use, we grant you a license to use any content we have provided or posted on the Website under a Creative Commons Attribution 3.0 License. Certain content we have provided or posted on the Website may also be subject to you agreeing to Additional Terms of Use specifically covering such content.

You acknowledge and agree that the permission granted in this section does not constitute an endorsement by us of you or your use of any such content. Please contact us directly for copyright permissions other than those expressly granted in these Terms of Use or any Additional Terms of Use.
Passwords

Your use of certain portions of the Website and access to certain content may require a password. When creating such password, you must provide certain personal information. Anyone with knowledge of your password can gain access to such restricted portions of the Website and restricted content as well as your personal information. Accordingly, you must keep your password secret. By agreeing to these Terms of Use and any Additional Terms of Use, you agree to be solely responsible for the confidentiality and use of your password, as well as for any communications entered through the Website using your password. You agree to immediately notify us if you become aware of any loss or theft of your password or any unauthorized use of your password. We reserve the right to delete or change a password at any time and for any reason.

Disclaimer of Warranties, Not a Substitute for Medical Advice and Limitation of Liability

WE ARE LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS IF DAMAGE IS CAUSED BY AN INTENTIONAL OR GROSS NEGLIGENT BREACH OF DUTY BY US OR ONE OF OUR LEGAL REPRESENTATIVES OR AGENTS.

WE ARE ALSO LIABLE WITHOUT RESTRICTIONS FOR DAMAGES FROM INJURY TO LIFE, BODY OR HEALTH, FOR FEATURE WHICH ARE A CONTRACTUALLY GUARANTEED CONDITION OF THE WEBSITE AND FOR FRAUDULENTLY CONCEALED DEFECTS. FURTHER, THE LIABILITY UNDER THE GERMAN PRODUCT LIABILITY ACT REMAINS UNAFFECTED.

WE ARE LIABLE FOR SLIGHT NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS. ESSENTIAL OBLIGATIONS ARE SUCH OBLIGATIONS WHICH PUT THE OTHER PARTY IN THE LEGAL POSITION TO WHICH IT IS ENTITLED ACCORDING TO THE PURPOSE OF THESE TERMS, AS WELL AS SUCH OBLIGATIONS AS ARE NECESSARY FOR THE PROPER FULFILLMENT OF THESE TERMS AND ON THE PROPER FULFILLMENT OF WHICH THE OTHER PARTY REGULARLY RELIES AND MAY RELY. IN THIS CASE, WE ARE ONLY LIABLE FOR THE TYPICALLY FORESEEABLE DAMAGES. WE ARE NOT LIABLE FOR SLIGHT NEGLIGENT BREACHES OF ANY OTHER OBLIGATIONS THAN THOSE MENTIONED IN THE PREVIOUS SENTENCES.

TO THE EXTENT OUR LIABILITY IS EXCLUDED OR LIMITED, SUCH EXCLUSION OR LIMITATION ALSO APPLIES TO THE EMPLOYEES, LEGAL REPRESENTATIVES OR AGENTS.

NOTWITHSTANDING THE FOREGOING THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-
INFRINGEMENT OR OTHERWISE, AS TO THE OPERATION OF THE WEBSITE, OR THE ACCURACY, TIMELINESS OR COMPLETENESS OF CONTENT OR SERVICES INCLUDED ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND ANY CONTENT OR SERVICES INCLUDED ON THE WEBSITE IS AT YOUR SOLE RISK.

ALL CONTENT INCLUDED ON THE WEBSITE, SUCH AS TEXT, TREATMENTS, DATA, DOSAGES, OUTCOMES, CHARTS, PATIENT PROFILES, GRAPHICS, PHOTOGRAPHS, IMAGES, ADVICE, MESSAGES, FORUM POSTINGS AND ANY OTHER CONTENT PROVIDED ON THE WEBSITE ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR TREATMENT. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING YOUR HEALTH. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THIS WEBSITE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER CONTENT THAT MAY BE MENTIONED ON THE WEBSITE.

NOTWITHSTANDING THE FOREGOING, YOU EXPRESSLY AGREE THAT NEITHER WE NOR OUR AFFILIATES AND AGENTS ARE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OR RESULTING FROM YOUR USE OF THE WEBSITE OR ANY CONTENT OR SERVICES INCLUDED ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

Copyright Policy

We respect the intellectual property of others and we ask users of the Website to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, we have adopted a policy of, in appropriate circumstances and at our sole discretion, terminating users of the Website who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Website of any user of the Website who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

Procedure for Notifying Us of Claims of Copyright Infringement

If you believe that any content provided or posted on the Website infringes upon any copyright which you own or control, or that any link on this Website directs users to another website that contains content or descriptions that infringes upon any copyright which you own or control, you may file a notification of such infringement with us as set forth below. Notifications of claimed copyright infringement must be sent to the attention of: University Hospital Ulm, Department of Neurology, EHDN, Oberer Eselsberg 45/1, 89081 Ulm, Attn: EHDN Project Manager.
Governing Law

These Terms of Use and any Additional Terms of Use shall be governed by and construed in accordance with the laws of Germany without giving effect to any choice or conflict of law provision or rule (whether of Germany or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Germany.