

## Terms of Use ECCO IBD App

Last update: 29.10.2025

### 1. Subject matter of these Terms of Use

1.1. These terms and conditions ("Terms of Use" or "Terms") of ECCO – European Crohn's and Colitis Organisation (registered in the Austrian Register of Associations (ZVR) under the registration number 468755685) and their subsidiary, OCEAiN – Organisation, Congress, Emotion, Association, iNnovation GmbH (together "Provider") govern your use of the functions of the ECCO App ("App"). The App is a mobile Application for smartphones.

1.2. The App contains the event programme for congresses, an overview of installed events, votes submitted in programme items, attendee information as well as "Breaking News" (for more information see point 3).

1.3. The Terms of Use constitute a binding agreement between you and the Provider, which defines the rights and obligations of you and the Provider in relation to the App and governs your use of the App. The Terms of Use exclusively govern the content of the user relationship between the Provider and the user of the App ("you").

1.4. You can access various services via the App once you have given your consent to the Terms of Use. The Provider may make additional functions available in the App through App updates. Updates are installed on your device when you install the update manually or have it installed automatically (you can configure automatic installation on your device). Once updates have been installed, they cannot be undone.

### 2. Use of the App

2.1. Use of the App is free of charge, but the App is network-dependent: an Internet-enabled device and an Internet connection are required for the App's functions. Using the App requires the transfer of data via your internet service provider's network, for which you may be charged. The Provider expressly disclaims any responsibility for the payment of levies, fees, or charges to your service provider.

2.2. You have to register and create a User Account in the App, providing all required data or information in a complete and truthful manner, if you want to save your favorites from the Congress Programme and Notes as well as if you want to interact with other App Users or Faculty. You are responsible for keeping your login credentials confidential and safe. For this reason, you are also required to choose passwords containing at least 8 characters, of which at least 1 letter, 1 number and 1 special character (\$, @, !, \*, §, \_) By registering, you agree to be fully responsible for all activities that occur under your username and password.

2.3. The App can be used on Android and iOS devices and is available for download from both the Google Play Store and the Apple App Store. Details on compatibility are provided to you in the respective App store.

2.4. The App is not intended for persons under the age of 18. If you are under 18, please do not use the App.

2.5. The App is currently only available in English.

2.6. You are solely responsible for the use of the device and the App. You must take appropriate precautions to protect the device and the use of the App from unauthorized access. Any liability in this regard and any claims against the Provider is hereby excluded.

### **3. Description of the App**

- 3.1. Managing your ECCO Membership: You can manage your ECCO Membership in the App. You can learn more about the ECCO Membership [here](#).
- 3.2. Managing your User Profile: The information from your ECCO Account will be automatically transferred to your user profile. However, you can change the information there at any time.
- 3.3. Managing your ECCO Events: You can add events or edit events you have already registered for, so you have all the relevant information in the App. The event will be unpublished in alignment of EACCME accreditation / 90 days after event – no download possible anymore – and deleted after 36 months. Furthermore, we provide you with a link in the App to register for an event on our website.
- 3.4. Event Programme: The App contains the Event Programme, including information about the sessions, presentations and other programme items, attendees, industry and general event information.
- 3.5. Chat messages: The provider reserves the right to add or remove the chat messages feature at any time.
- 3.6. Information: The App provides information (“Breaking News”) about most recent topics, e.g. Open ECCO Calls, ECCO Abstracts, ECCO Guidelines, ECCO Podcasts, e-Learning.

### **4. Contract term and termination**

- 4.1. The contract begins when you start using the App. You may discontinue use of the App at any time without notifying the Provider. You are not obligated to use the App at any time. You may delete the App from your device at any time.
- 4.2. The contract for the use of the App runs for an indefinite period unless it is terminated by the Provider or by you as described below.

#### **4.3. Termination by you**

4.3.1. You may terminate your contract with the Provider at any time by uninstalling the App from all your devices and, if you have registered, deleting your account. You can delete your account under "My Profile → Edit My Profile → Delete Account." This will initiate the termination process and your account and the data associated with your account will be irretrievably deleted. If you have not registered, terminate your contract with the Provider by uninstalling the App on the last device on which you installed the App.

#### **4.4. Termination by the Provider**

4.4.1. After conclusion of the contract, the Provider may terminate the contract with you with 30 days' notice (ordinary termination). In addition, the Provider is entitled to terminate the contract without notice for good cause (extraordinary termination). In particular (but not limited to), repeated or serious violations of these terms and conditions or of laws constitute good cause entitling the Provider to terminate the contract extraordinarily. In the event of ordinary termination, your account—if you have registered—will be deleted after the notice period has expired. Extraordinary termination is possible without notice (in this case, your account—if you have registered—will be deleted immediately). For information on the changes that the Provider may make to the App and the changes to the terms and conditions, please see points 10 and 11.

4.4.2. The Provider is also entitled to withdraw the App from the respective App stores and discontinue the services. In this case, all user contracts will be terminated. If we discontinue the services (and terminate all users), we will inform you (e.g., by

providing information in the App) at least 30 days before discontinuation about the discontinuation of the App and the termination of all users.

## 5. Intellectual property and license of use

5.1. The App, including all visible and non-visible components of the App, in particular texts, videos, animations, images, button icons, sounds, audio clips, digital downloads, data collections, and graphics, as well as their arrangement, are protected by intellectual property law, in particular by copyright and by business secret. The Provider or third parties commissioned by the Provider reserve all rights to the App and to the trademarks, logos, copyrights, patents, and other intellectual property rights used in connection with the App, unless expressly stated otherwise in these terms of use. Unless expressly stated otherwise, all trademarks in the App are protected by trademark law, which Applies in particular to labels, emblems, company logos, or name tags of the Provider. Nothing in these Terms of Use shall be construed as a transfer or grant of any intellectual property rights (i) contained in the App or (ii) otherwise held or controlled by the Provider or third parties commissioned by the Provider, except for the limited right to use such intellectual property rights as expressly set forth in the Terms of Use.

5.2. The Provider grants you a royalty-free, non-exclusive, non-transferable, non-sublicensable, personal, limited, and irrevocable (except in the event of termination of this agreement in accordance with the terms set forth under "Term and Termination" at 4 ) right and a license to install the App, to access the App and the associated software and content, and to use the App and the associated software and content, including all associated media and explanatory documentation provided to you in connection with the App, on your end device solely for your own personal, non-commercial purposes during the term of this Agreement and in strict accordance with the Terms of Use.

5.3. All other rights are expressly reserved by the Provider.

5.4. You may not copy, modify, or reverse engineer the App (including the software) unless you create backup copies or transient copies to the extent necessary for the use of the App.

5.5. You may not use content in any way that is not necessary or implicit in the proper use of the Service. In particular, but without limitation, you may not copy, download, share (beyond the limits set forth below), modify, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this App, nor allow any third party to do so.

## 6. Conduct when using the App

The Provider is not responsible for the accuracy of the communicated content and does not moderate the content of the . The following rules of conduct Apply to the use of the App.

**Please note that you may be blocked (temporarily or permanently) if you violate these rules of conduct:**

- a) You may not use the App in any way that could significantly impair the Provider or the functionality of the App;
- b) By registering, you agree to be fully responsible for all activities that occur under your username and password;
- c) You are required to immediately and unambiguously inform the Provider via the contact details indicated in this document, if you think your personal information, including but not limited to user accounts, access credentials or personal data, have been violated, unduly disclosed or stolen;
- d) Accounts registered by bots or any other automated methods are not permitted;

- e) Unless otherwise specified, you must register only one account. Unless explicitly permitted, a user account may not be shared with other persons;
- f) You do not use the App commercially or in a manner that significantly exceeds the normal scope of use of a non-commercial user, e.g., in a manner equivalent to scraping the data contained in the App;
- g) When registering, you provide your own data (not the data of other persons or fictitious data);
- h) You will not use the App in an unlawful manner or in a manner that violates Applicable laws or regulations;
- i) You will not use the App in a manner that is incompatible with the terms and conditions or in a manner that causes damage or inconvenience to third parties;
- j) You will immediately inform the Provider if you become aware of any unauthorized use of the App or any unauthorized use or misuse of the Provider's intellectual property or intellectual property rights;
- k) You will not use the App in any way that could damage, disable, overload, impair, or compromise the App or the Provider's systems, disrupt other users of the App, or prevent or impose restriction on other users from using the App (including by hacking or defacing the App);
- l) You will not use any technologies or initiate any activities that could harm the App or the interests or property of the Provider or App users;
- m) You will not use any automated systems or means to access, copy, or perform monitoring, surveillance of any part of the App, except for the means provided by the Provider and Apple/Google;
- n) You will use the App within the scope of the granted license and will not take any of the following steps: reverse engineer, decrypt or otherwise modify the software, reproduce it (except for necessary backup copies for yourself), pass it on, disseminate it, decompile it, extract it, disassemble it, or convert it back to source code;
- o) You will not attempt to circumvent the digital rights management or copy protection features associated with the App, or other technologies used for the supervision of access to or use of the App;
- p) You will update the App regularly (the Provider is entitled to prevent the use of outdated versions of the App in order to ensure the necessary security, particularly in terms of data protection and compliance with the legal framework).

## **7. Rights and Liability regarding content provided by you**

7.1. You acknowledge and accept that by providing your own information on this App you grant the Provider a non-exclusive and royalty-free license to process such content solely for the operation and maintenance of this Application as contractually required.

7.2. You acknowledge that your conflicts of interest may be used and disclosed for purposes related to the evaluation and publication of abstracts.

7.3. You are solely liable for any content you upload, post, share, or provide through this App. You acknowledge and accept that the Provider does not filter or moderate such content.

## **8. Your responsibility / Restrictions on use**

8.1. In the event of a culpable infringement of the law in connection with the use of the App, you undertake to indemnify and hold the Provider harmless from all claims, damages, costs, losses, and liabilities of third parties arising from the following reasons

- a) Your culpable violation of the terms and conditions;
- b) Your infringement of intellectual property rights, other rights, or the privacy of a third party; and
- c) misuse of the App by a third party, if the misuse was made possible by your failure to take reasonable measures to protect your username and password from misuse.

8.2. The Provider is entitled to remove or impose a restriction on your access to the App if the Provider believes that your use of the App violates the terms and conditions or is unlawful. In this case, the Provider may also issue you with a warning. If you repeatedly or seriously violate the Terms and Conditions or laws, the Provider may also suspend or terminate the availability of certain functions for you in whole or in part, or temporarily or permanently block your access to the App, whereby the Provider will act Appropriately and objectively depending on the severity of the alleged violation. In addition, in the event of repeated or serious violations of the terms and conditions or of laws, the Provider is entitled to terminate the contract extraordinarily (see point 4). If the Provider takes one or more of the measures mentioned here, it will inform you of the measure(s) taken and the reasons for them, provided that you have registered and your use is significantly and permanently subject to restriction. In particular, we will not inform you of temporary measures that are necessary to ensure the security and availability of the App (in particular, but not exclusively, if there is disproportionate access to our App from your IP address and we impose a restriction on your use through technical limitations). Furthermore, we will not inform you about measures taken to defend against extensive, automated attacks on the App. If the Provider has already imposed a restriction or blocked your access to the App on one of your devices due to violations of the terms and conditions or laws, but you circumvent the access limitation (e.g., by installing the App on another device or creating a new account), the Provider is entitled to block your access on other devices as well and to block new accounts.

## **9. Your requests and feedback**

9.1. If you have a user request or feedback, please contact the Provider via [ecco@ecco-ibd.eu](mailto:ecco@ecco-ibd.eu).

9.2. By submitting ideas, feedback, and/or suggestions to the Provider, you agree that:

- a) the Provider may have similar development ideas to the feedback;
- b) the Provider may freely use, disseminate, exploit, further develop, and modify the feedback for any purpose after anonymization, and
- c) you have no claim to compensation for any profits or benefits that the Provider may derive from your feedback.

9.3. Your rights to contract fulfilment, warranty, and compensation from the Provider remain unaffected by this.

9.4. Please do not send any confidential or proprietary information about yourself or third parties to the Provider.

## **10. Availability and technical requirements**

10.1. The App's functions require an active internet connection. Availability may also be interrupted due to force majeure or other causes for which the Provider is not responsible. The Provider does not guarantee a specific level of availability for the App.

10.2. The Provider may impose a restriction on the availability of the App or certain areas or functions of the App at any time without prior notice, in particular if this is

necessary in view of capacity limits, the security or integrity of the servers, or to carry out maintenance measures that ensure the proper or improved functioning of the App. In this case, the Provider will inform you, as far as technically possible and foreseeable, of the planned duration of the maintenance-related restrictions (e.g., on the Provider's website).

## **11. Changes to the App**

### **11.1. If the Provider may change the App:**

- a) the Provider takes your interests into account and informs you of the planned change in a clear and comprehensible manner;
- b) you do not incur any additional costs, even if the change results in an upgrade of the App; and
- c) the change is reasonable and necessary for a valid reason, as follows:
  - i) changes to laws Applicable to the App,
  - ii) issues with the security of the App (e.g., security-related issues in the code base),
  - iii) if a change is necessary to adapt the App to a new technical environment or an increased number of users, or
  - iv) if the change is necessary for other important operational reasons on the part of the Provider.

11.2. If the planned change will have more than a minor negative impact on your access to or use of the App, you will be notified within 30 days prior to the change. This information will include the nature and timing of the change and the option to terminate the Agreement free of charge or to continue the Agreement unchanged.

11.3. The right to terminate the contract for the App in accordance with point 4 ("Contract term and termination") remains unaffected by this.

## **12. Changes to the Terms and Conditions**

12.1. The Provider may amend the Terms and Conditions.

12.2. The Provider will take your interests into account and inform you of the changes to the terms and conditions in the App and (if you are registered) via the email address you provided during registration 30 days before the changes enter into force. This information will include the 30-day notice period, the changes (a comparison of the provisions affected by the changes to the Terms of Use and the full version of the new Terms of Use) and the consequences of not responding in writing (email) to the Provider's notification as described below. You can also view the changes (a comparison of the provisions affected by the changes to the Terms of Use and the complete version of the new Terms of Use) on the Provider's website.

12.3. If you do not object to the changes within these 30 days by sending an email to [ecco@ecco-ibd.eu](mailto:ecco@ecco-ibd.eu), they will come into effect at the end of the 30 days. If you object to the changes in writing (email), this means that the contract for the use of the App will be terminated at the end of the 30 days.

## **13. Links to third-party websites and content**

13.1. The Provider links to external websites in the App that are also owned or operated by third parties and are not part of the App.

13.2. Such websites may have terms and conditions that are binding on you when you use them. Please read the terms and conditions of these websites before using them.

13.3. The Provider has no supervision over third-party websites and accepts no responsibility for the services provided on these third-party websites or the material

created or published there. A link to a third-party website does not mean that the Provider endorses the website or the products or services referenced on the website. If you click on a link and are redirected to another website, you do so at your own risk. Furthermore, the Provider cannot guarantee that a third-party website or App is free of viruses, malware, or other harmful software.

13.4. The Provider is not responsible for third-party content and links and expressly rejects any liability for them.

#### **14. Limitation of liability for the App**

14.1. The Provider is liable within the scope of the statutory provisions, regardless of the legal basis (pre-contractual, contractual, non-contractual), if the cause of the damage is based on intent or a grossly negligent breach of duty by the Provider or a legal representative or vicarious agent of the Provider.

14.2. In addition, the Provider is liable for the slightly negligent breach of essential obligations. Essential obligations are those whose breach jeopardizes the achievement of the purpose of the contract and whose fulfillment is essential for the proper execution of the contract and on whose compliance you regularly rely.

14.3. The above limitations of liability do not Apply in the event of injury to life, limb, or health.

#### **15. Applicable law / Jurisdiction**

15.1. If you have your habitual residence in Austria or in a country that is not a member of the European Union, these terms and conditions are subject to Austrian law, excluding conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods, which is expressly excluded.

15.2. If you have your habitual residence in another EU Member State, Austrian law shall apply, unless mandatory provisions of the country in which you have your habitual residence conflict with this. Such mandatory provisions of this country remain unaffected.

15.3. If you have your domicile or habitual residence in Austria or are employed in Austria, the place of jurisdiction for all disputes, claims, disputes, or lawsuits arising from or in connection with the App is Austria.

15.4. If you are domiciled in another country, the place of jurisdiction for all disputes, claims, disputes or lawsuits arising from or in connection with the App is Austria, unless mandatory provisions of the country in which you are domiciled preclude this. Such mandatory provisions of this country remain unaffected.

#### **16. Consumer arbitration and alternative dispute resolution**

16.1. The following platforms for dispute resolution with consumers are relevant to the Provider:

- Consumer arbitration Austria: <https://www.verbraucherschlichtung.at/verfahren/>;
- Internet Ombudsman: <https://www.ombudsstelle.at/>

16.2. The Provider is not willing and not legally obliged to participate in dispute resolution proceedings before a consumer arbitration board.

16.3. Consumers can contact the following email address with questions about consumer arbitration and alternative dispute resolution: [ecco@ecco-ibd.eu](mailto:ecco@ecco-ibd.eu)

#### **17. Additional terms and conditions for Apple users**

17.1. If you download the App from the Apple App Store, the following "Additional Terms for Apple Users" Apply and govern your use of the App.

17.2. Acknowledgment: You and the Provider acknowledge that the Terms are entered into only between you and the Provider and not with Apple. The Provider, not Apple, is solely responsible for the App. The terms do not provide for any rules of use for the App that conflict with the Apple Media Services Terms and Conditions or the Volume Content Terms as of the entry into force (which the Provider acknowledges and has had the opportunity to review).

17.3. Scope of License: Any license granted to you for the App is limited to a non-transferable license to use the App on all Apple products that you own or control, and is subject to the limitation set forth in the Apple Media Services Terms and Conditions, except that the App may be accessed and used by other accounts associated with the purchaser through Family Sharing, Volume Purchasing, or older contacts.

17.4. Maintenance and Support: The Provider is solely responsible for providing maintenance and support services with respect to the App, as specified in the Terms or as required by Applicable law. You and the Provider acknowledge that Apple has no obligation to provide maintenance and support services with respect to the App.

17.5. Warranty: The Provider is solely responsible for any product warranties, whether express or implied by law, to the extent that these have not been effectively excluded. If the App does not conform to the Applicable warranty, you may notify Apple, and Apple will refund the purchase price of the App to you; to the maximum extent permitted by law, Apple has no further warranty obligations with respect to the App. All other claims, losses, liabilities, damages, costs, or expenses attributable to a breach of warranty are the sole responsibility of the Provider.

17.6. Product Claims: You and the Provider acknowledge that the Provider, not Apple, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to:

- i) product liability claims;
- ii) any claim that the Licensed Application or Custom Application does not comply with Applicable legal or regulatory requirements; and
- iii) claims arising from consumer protection, data protection, or similar laws, including in connection with the App's use of the HealthKit and HomeKit frameworks.

17.7. Intellectual Property Rights: You and the Provider acknowledge that in the event that a third party claims that the App or your possession and use of the App infringes that third party's intellectual property rights, the Provider, and not Apple, is solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

17.8. Compliance with Laws: You represent and warrant that:

- i) You are not located in a region that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist-supporting" region; and
- ii) You are not listed on any U.S. government list of prohibited or restricted parties.

17.9. Developer Name and Address: This is the contact information for your questions, complaints, or claims regarding the App:

- Name: ECCO – European Crohn's and Colitis Organisation ("ECCO"), registered in the Austrian Register of Associations (ZVR) under the registration number 468755685
- Tel: +43-(0)1-710 2242-0
- Address: Ungargasse 6/13, A-1030 Vienna, Austria

- Email address: ecco@ecco-ibd.eu or ecco-congress@ecco-ibd.eu

17.10. Third-party terms and conditions: When using the App, you must comply with the Applicable third-party terms and conditions.

17.11. Third-party beneficiary: You and the Provider acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of the terms and conditions and that Apple has the right (and is deemed to have accepted the right) to enforce the terms and conditions against you as a third-party beneficiary upon your acceptance of the terms and conditions.

## **18. Validity**

The Terms do not exclude or impose a limitation on your mandatory rights that you cannot waive by law. If any provision of the Terms is found to be invalid or unenforceable under Applicable law, the remaining provisions will remain unaffected and will remain in full force and effect, and the invalid provision will be replaced by a valid provision that most closely Approximates the result and purpose of the Terms. If one or more provisions of these Terms are not relevant to your use of the App, this shall not affect the validity or enforceability of the other provisions of the Terms or the Terms as a whole.

## **19. Transfer of rights and obligations**

The Provider is entitled to transfer its rights and obligations (in whole or in part, including with regard to individual services) or the entire contract to a third party in relation to entrepreneurs, provided that the Provider notifies the user thereof. The transfer shall have the legal effects of § 1409 of the Austrian Civil Code (ABGB) and § 38 of the Austrian Commercial Code (UGB).

## **20. No waiver by failure to exercise rights**

The non-exercise or delayed exercise of a right or power by the Provider shall not be deemed a waiver thereof, and the one-time or partial exercise of a right or power shall not preclude the further exercise of that or any other right.

## **21. Contact**

Contact information for the Provider:

ECCO Office

Ungargasse 6/13, A-1030 Vienna, Austria

Tel: +43-(0)1-710 2242-0

Fax: +43-(0)1-710 2242-001

E-Mail: ecco@ecco-ibd.eu or ecco-congress@ecco-ibd.eu

## **22. Miscellaneous**

22.1.1. You may print and save the text of the Terms of Use at any time [here](#).

22.1.2. The language available for the conclusion of the contract is exclusively English.

22.1.3. You can cancel and correct their entries at any time during registration and enquiry.