

# PARTICIPATION AGREEMENT IN THE WEBINAR



# **PARTICIPATION AGREEMENT**

### TERMS OF PARTICIPATION IN THE WEBINAR

The careful study and acceptance of all the terms below constitutes a prerequisite for the participation in the webinars of the International Academy of Classical Homeopathy (hereby referred to as the "Academy"), which is described below.

#### **ARTICLE 1**

# CONTENT OF THE WEBINARS

Within the context of its training activity, Academy is organizing training webinars in the area of Classical Homeopathy, which will be held through the third party internet platform <a href="https://zoom.us/">https://zoom.us/</a> (hereinafter called the "webinar). During the webinar, Prof. George Vithoulkas and his students who are Diploma Holders of IACH will present various issues on Classical Homeopathy. Prof. Vithoulkas will be answering to participants' questions, which will be written in the chat and will be screened by Prof. George Vithoulkas' assistant. The webinars will be held in English language. It is clarified that for the protection of the patient his/her face will be presented blurred.

# **ARTICLE 2**

AIM OF THE WEBINARS

The education of participants according to the laws and principles of Classical Homeopathy.

#### **ARTICLE 3**

PARTICIPATION REQUIREMENT

Strict requirement for the participation in the webinars is that each participant is Medical Professional, or Homeopathy Practitioner or Alternative Therapist or student.

#### **ARTICLE 4**

**RULES OF ATTENDANCE** 

During the webinar:



- a) The participants shall have their microphone muted and their camera always turned off.
- b) The participants shall be alone in their place during the attendance of the webinar. It is strictly forbidden another person or persons to remain in the same place.
- c) The participants are not allowed to speak during the webinar. They may only submit written questions through the chat. The assistant of Prof. George Vithoulkas will choose the written questions, which will be answered by Prof. George Vithoulkas.
- d) Within the context of respect for the rules of science and the right to dignity and the nonoffending of the personality, any insults, personal attacks and, in general, any violating behavior of the participants in the webinar are strictly forbidden.

In case of breach of the aforementioned rules, Academy, in its full discretion, is entitled to immediately dismiss the participant and interrupt his/her access in the webinar. In this case the participation fees are not refundable.

#### **ARTICLE 5**

# PARTICIPATION FEES

Each participant who is Medical Professional, Homeopath, Alternative Therapist, Researcher or Diploma Holder of IACH shall pay to the Academy the amount of eighty euros (80€) for the 2 day webinar.

Each participant who is E-Learning Student of IACH or Student of Homeopath shall pay to the Academy the amount of forty euros (40€) for the 2 day webinar.

The aforementioned participation fees shall be paid through a PayPal link which will be provided by the Academy to each participant after his/her successful submission of the participation form for the webinar.

The participation fees shall be fully paid before the commencement of the webinar, otherwise the participant will not be allowed to attend the webinar.

In the event the participant cancels its registration at any point and for any reason, the already paid fees are not refundable. Moreover, if the participant will not attend the webinar due to his/her negligence, he/she is not entitled to a refund of the participation fees, neither he/she may use the paid fees for a forthcoming webinar. If the webinar will be cancelled due to technical faults the participant is not entitled to a refund of the participation fees, however, he/she may use the paid fees for a forthcoming webinar.

# **ARTICLE 6**

# REGISTRATION PROCEDURES

The applicant shall fill in a participation form on line in the address <a href="https://webinar.vithoulkas.edu.gr">https://webinar.vithoulkas.edu.gr</a>, by providing a series of information that help in the creation of his/her personal profile. All of the required fields must be filled, before the



acceptance of the registration. After the submission of the form and the acceptance of the applicant by the Academy, an e-mail will be sent to the applicant with the link for the redirection of the applicant to the PayPal system of electronic transactions (https://www.paypal.com), where the applicant can pay off the cost of his/her participation in the webinar. After the successful payment of the participation fees the applicant will receive an email with a link which will give him/her access to the webinar.

#### **ARTICLE 7**

# TECHNICAL REQUIREMENTS OF PARTICIPATION

In order to participate in the webinar through Zoom internet platform each participant shall have a personal computer with the system technical requirements described in the following link: <a href="https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux">https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux</a>

Each participant shall also download from the following link: <a href="https://zoom.us/download">https://zoom.us/download</a> the relevant software which will allow him/her to be connected during the webinar.

It is expressly agreed that Academy does not take any responsibility for potential technical faults which might arise by the use of the Zoom internet platform.

#### **ARTICLE 8**

# TERMS OF PROTECTION OF PERSONAL DATA

The administration and protection of the personal data of the participant in the webinar is subject to the terms of the present, as well as of the relevant provisions of the national laws, the European Union laws, as well as the international laws, regarding the protection of the person from the administration of their personal data, as they apply and are in force each time. Academy will use personal information collected about participants for the purposes of (a) providing access to and use of the webinar services to participants, (b) providing support, billing and other similar activities related to the webinar services, and (c) keeping participants informed about educational services, offers and upcoming events directly by the Academy or by certified partners of the Academy in your locality (country or greater region), and (d) to improve Academy's services. Participant's personal data will never be shared with any third-party which is not both (a) contractually partnered with the Academy and (b) related to Classical Homeopathy education and practice. Any communication from the stop receiving any further communications. At any given time, the participant may request the removal of his/her account and personal data, including his/her email address from our Academy will always provide an Unsubscribe option for the participant, enabling him/her to database, at which time any further communication from the Academy or its educational partners will cease.

Due to the fact that the participants in the webinar will monitor live cases of patients, they are hereby bound by the limitations deriving from the medical code of ethics that applies to doctors, as well as by the medical confidentiality clause, concerning facts that became known to them during practicing medicine. Moreover, it is expressly forbidden for participants in the webinar to make any publication, either oral, or written or electronic, in reference to the respective personal data of patients. The compliance to the data protection clauses of this agreement is extremely important to the Academy, directly relating to its reputation and credibility. Therefore participants in the webinar acknowledge and accept that any breach of those substantial clauses will lead to (a) the eligibility of a penal clause equal to one hundred thousand (100,000.00) euros (b) the obligation to pay compensation for any actual or consequential damage or loss, as well as for moral harm, that the Academy or any third party may suffer as a result of the aforementioned violation of the student-user. Furthermore, in this case Academy is entitled to dismiss the participant from the webinar and terminate the present agreement with immediate effect.

#### **ARTICLE 9**

# INTELLECTUAL PROPERTY RIGHTS

The total of the content of the webinar constitutes the object of the intellectual property of International Academy of Homeopathy (IACH) and is protected - governed by national, European Union, as well as international laws regarding the protection of the Intellectual Property Rights. Therefore, it is expressly forbidden to reproduce, republish, copy, save, sale, transmit, distribute, publish, execute, download, translate, amend in any way, either partially or in summary, the total of the content of the webinar. Therefore, the International Academy of Homeopathy (IACH) is the sole owner of all intellectual property rights of any material published on this webinar, including, without limitation, all texts, images, graphics and videos of any nature whatsoever and these rights are explicitly reserved. Each participant in the webinar is granted a temporary license to view this material, and attend the webinar, with the sole purpose of facilitating his/her educational activities in the subject of Classical Homeopathy. It is noted that any violation of the aforementioned rules, according to the applicable legislation, brings in a series of serious penalties. In case of breach of the aforementioned obligations/terms the participant in the webinar agrees and accepts to compensate the Academy with the sum of one hundred thousand (100,000.00) Euros as a reasonable and fair penalty. In this case the Academy retains the right to seek further compensation for any actual damage or loss, as well for its moral harm in the competent courts. Furthermore, in this case Academy is entitled to dismiss the participant from the webinar and terminate the present agreement with immediate effect.

# **ARTICLE 10**

**CERTIFICATE OF ATTENDANCE** 



At the end of the year each participant will receive a Certificate of Attendance by the Academy, which will certify the number of the webinars that he/she participated to. It is clarified that the Certificate of Attendance under no circumstances gives to the participants the right to practice homeopathy in their respective countries.

#### **ARTICLE 11**

#### **MISCELLANEOUS**

This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, express or implied other than those contained in this Agreement.

No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

This Agreement shall be governed by Greek law and the participant consents to the exclusive jurisdiction of the Greek courts of Athens in all matters regarding it except to the extent that the Academy invokes the jurisdiction of the courts of any other country.

## **ARTICLE 12**

# AGREEMENT ACCEPTANCE

I declare that I read carefully, understood and accept the present agreement. It is further understood and agreed that this agreement supersedes all prior or contemporaneous verbal and written agreements and may not be modified without the written agreement of the participant in the webinar and the Academy. I also understand that if I breach any provision of the present agreement, I will be responsible for the payment of any collection fees or attorney fees incurred by the International Academy of Classical Homeopathy. I agree to conduct myself in a professional and courteous manner during my participation to the webinar. I agree to comply promptly and fully with the rules, regulations and policies of the Academy. Failure to comply with any terms of this agreement shall automatically terminate my right to attend further training. The Academy reserves the right to change the content of the webinar(s) and staff as necessary. I also declare that the conclusion of the registration process through the internet site of the International Academy of Classical Homeopathy indicates/approves that I have read and understood clearly all the provisions/terms of the present agreement and that I entirely recognize my legal responsibilities in regard to this contract.