

## **Terms and Conditions for Use of the Website**

The Terms and Conditions of Use set the framework for accessing and using [www.revistachirurgia.com](http://www.revistachirurgia.com) website. Using the site, logging in and accessing the services offered is equal to your acceptance of the terms and conditions, with all the consequences resulting from their acceptance. The User will have permanent access to the Terms and Conditions of Website Use for consultation at any time.

User: Any person accessing the website for private or professional purposes and accepting the Terms and Conditions of the website, fulfilling all the requirements of the registration process in this regard.

Please read these Terms of Use carefully. We recommend that you print a copy of these Terms of Use for your archive, as well as copies of future versions of these as they will be updated over time. WE DRAG YOUR ATTENTION ON THE FOLLOWING CLAUSES: WITHDRAWING ACCOUNT ACCESS, CONTENT UPLOADING ON THE SITE. EXCLUSION OF LIABILITY, APPLICABLE LAW AND JURISDICTION.

If you do not agree to these Terms and Conditions, you must immediately leave this website.

### **Your responsibility to people who visit our website using your device or your Internet connection**

You need to make sure that any person who visits our site on your computer or devices or who has permission or the possibility to access our site on your computer or devices or who is using your Internet connection, are aware of these Terms and Conditions and of any other document referred to in these Terms, and that these persons also agree to abide by these Terms of Use. If, for any reason, these people disagree these Terms and Conditions, they do not have to access or use our site and you should not allow them to do so.

### **Changes in Terms and Conditions**

Terms and Conditions may be revised at any time by amendment of this section. We encourage you to review these Terms and Conditions each time you visit the site to be aware of any change that apply at the time.

By continuing to access our site after we have updated the Terms of Use and / or the User Content Agreement, you agree to be bound by these up-to-date versions.

### **Privacy policy**

All personal information we collect from you while using the Site will be processed, used and stored in accordance with our Privacy Policy. To learn more about the data we collect from you and how we use it, please read our Personal Data Processing Policy, available on request.

Personal data is processed in order to facilitate the formation of accounts for accessing our online services and is required for uploading articles for review and publication purposes.

We do not need to be provided with information that is considered "sensitive personal information". "Sensitive personal information" is information about you or any other

person who discloses your racial or ethnic origin, political opinions, religious or philosophical beliefs, criminal record, membership of trade unions, or genetic data, biometric data, look at your health, sexual life or sexual orientation. We do not provide the data collected to third parties.

## **Your account details**

When you create your account, you must provide accurate and complete information. If we provide you with account information such as username, identification number, account code and / or password, you must keep this information confidential and secret and not disclose it to anyone.

All account information is provided only for the use of the account holder, and not for any other person. You are responsible for any consequence of unauthorized access to your account due to any disclosure of your account information to any third party.

If you know or suspect that the privacy of your login information has been compromised, for example by disclosing this information to a third party, you must immediately change your password. If you cannot change your password, you must immediately notify us by e-mail at [admin@revistachirurgia.ro](mailto:admin@revistachirurgia.ro).

## **Cookies**

The website [www.revistachirurgia.ro](http://www.revistachirurgia.ro) does not use cookies (either essential or non-essential) or similar technologies on the site.

We do not use either IP addresses to analyze the site users' browsing habits.

Cookies are small texts sent by a web site's server to a web browser, RAM, or hard drive and then stored.

"Essential" cookies are automatically placed on your computer, laptop or any device that can access or operate the company's website.

"Non-Essential" cookies and other similar technologies are only placed on the computer or on the user's device if they have given their explicit consent.

Internet browsers (Google Chrome etc.) are likely to use certain cookies to monitor access to our site, for example, for those who advertise, or for statistical or security reasons. However, we do not have access to and cannot control these cookies of third parties.

## **Website Access**

We cannot guarantee that: (a) the website will be available at any time or from any geographic location; (b) your access to the site will be continuous or uninterrupted; (c) the website will be accessible or optimized for all browsers, computers, tablets, phones or viewing platforms; or (d) the content will not be free from errors or omissions.

We cannot guarantee that our site does not contain viruses or other programs sent intentionally through cyber-attacks. We make reasonable efforts to prevent such

viruses or bugs from disturbing our site. However, you need to make sure that you have up-to-date and effective antivirus protection on your computer or other navigation device.

We reserve the right to suspend access in whole or in part to the website for any reason, including for commercial or operational reasons, such as improving the appearance or functionality of the site, content updating, periodic maintenance, or resolving any issues that we could face.

Although it is possible to access the website from other countries, as subjects of Romanian law, we do not make any statement regarding the compliance of our site with the legal requirements in force in any jurisdiction other than Romania or the adequacy of the content available on the site for users from other jurisdictions.

### **Withdrawal of account access**

We reserve the right to withdraw access to the account without prior notice for any actual or suspected violation of these Terms and Conditions or any other document mentioned therein, including, but not limited to, cases where we suspect that this account has been accessed without authorization or any other login information has been disclosed without authorization.

### **Uploading content to website. Disclaimer**

The site includes the feature that allows you to upload content directly to the Site – *SubmitArticle*.

Our User Content Agreement sets out the terms in which you are allowed to upload content to our site and use its functions. When you use Submit Article, you agree that you will not upload scandalous, obscene, racist, threatening or otherwise lawful content, assuming your personal responsibility for own actions.

You explicitly agree that we will not be liable for any defamatory, offensive or illegal content or conduct of any third party and that the risk of harm or damage to the foregoing is entirely based on your actions.

Content loaded must comply with ethical rules, quotation rules, not infringe intellectual property rights, and not disclose personal data to others without their consent.

We will not be liable to you or third parties for the content posted by you or any other user of the Site.

You will fully cooperate when asked by us to deal with any claim.

To the extent that any of the provisions of this clause are inapplicable as total exclusions of liability, they will be construed as limitations of liability, limiting our liability to you to the fullest extent permitted by law.

### **Activities prohibited**

The following activities are prohibited on the Chirurgia website and may lead to the suspension or termination of the registration, in addition to the personal liability for damages caused by potential malicious actions:

- uploading or placing any virus or other harmful code on the Chirurgia website;
- any automatic or robotic data collection or crawling of the site for data of any kind;
- any activity that is or is likely to cause harm to an Chirurgia.

### **Use of articles published**

You may use the articles published, free of charge, for non-commercial purposes without our prior consent. You may not use any published article for commercial purposes without our prior written consent and payment of the appropriate fees, even if you are the author. The article or part of any published article (abstract) may be posted / uploaded to any third party web site (eg. PubMed, Web of Science, CrossRef).

### **Article publishing fee**

Upon acceptance, the author agrees to pay the publishing fee. Invoices are paid by the due date specified in our invoice.

### **Disclaimer**

The data, opinions, and statements contained in articles published in Chirurgia are within the responsibility of the authors, not of the editor and the publisher.

### **Applicable law and jurisdiction**

These Terms and Conditions of Use will be governed solely by the laws of Romania and will be subject to the exclusive jurisdiction of the courts in Romania, within the territorial competence of Bucharest courts.

You and Chirurgia agree to seek in good faith to resolve any dispute through discussions and good faith negotiations before reaching a litigation.

You (and also any third party for or on behalf of which you manage an account or activity on the website) agree to defend us (at our request), to indemnify us against any claim, liability, including, without limitation, legal fees and costs arising out of or in any way related to any of the following (including as a result of your direct website activity or those performed on your behalf):

- (a) uploading your material, accessing or using the website;
- (b) violation or alleged breach of these Terms and Conditions of Use;
- (c) violation of third parties' rights, including, but not limited to, any infringement of any intellectual property right, publicity, confidentiality, property, or the right to privacy;
- (d) violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authority, including, but not limited to, all regulatory, administrative and legislative authorities;

or  
(e) any misrepresentation made by you.