ERS Terms and Conditions Statements

ERS Automatic Membership Renew /Preauthorised Recurring Payment of Membership Dues Terms and Conditions

I. Automatic Membership Renewal

Your European Respiratory Society (ERS) membership is for a one-year term, commencing on the date on which you join ERS ("Commencement Date"). You may choose to automatically renew your annual membership for an additional one-year term at the end of each year.

If you choose to automatically renew your annual membership, on the one-year anniversary of the Commencement Date ("Renewal Date"), your membership will automatically renew for another one-year term, and your annual membership dues will be charged to your account at the currently applicable rate, unless you cancel your membership before the Renewal Date. Your membership will automatically renew on the Renewal Date and on the anniversary of the Renewal Date each year thereafter ("future Renewal Date") for another one-year term, and your annual membership dues will be charged to your account at the currently applicable rate, until such time as you cancel your membership or ERS no longer offers automatic membership renewal.

To "opt in" for automatic membership renewal, select the option for automatic renewal, and click "I agree" to authorise the transaction.

II. Membership Dues

Your ERS membership is for a one-year term and obligates you to pay a full year of membership dues at the currently applicable rate as of the Commencement Date, Renewal Date, or future Renewal Date, as applicable. Annual membership dues rates are established by membership category in the amounts set forth on our Membership dues rates are subject to change from time to time in ERS's sole discretion.

III. Activating AutoPay for Membership Dues

Automatic Membership Renewal. You may pay the total annual membership dues amount in a single payment. Payment is due on the Commencement Date and will recur on the Renewal Date and any future Renewal Date at the currently applicable rate in the same form of payment

used at the time of the Commencement Date or most recent renewal, unless you cancel your preauthorised recurring payment and/or membership before the Renewal Date or future Renewal Date.

- 1. Your preauthorised payment will automatically recur according to the applicable payment schedule, until such time as you cancel your preauthorised recurring payment or ERS no longer offers preauthorised recurring payment.
- IV. Automatic Membership Renewal & Annual Payment

By enrolling in automatic membership renewal with ERS, you ("the individual" or "the member") are confirming that you have carefully read, understand and agree to the following terms and conditions of the program:

- 1. **Terms and Dues**. By opting into automatic membership renewal, you authorise ERS to charge the credit card used during enrolment ("card on file") for your membership dues once each year.
 - Membership Type. The membership category selected at time of enrolment in automatic membership renewal and reoccurring payment will remain enrolled unless modified or cancelled by the member or ERS.
 - 2. **Membership Dues**. ERS reserves the right to change membership dues rates in accordance with the ERS General Assembly. Automatic membership renewals will be charged at the then-current membership dues rate. If, at any time during the membership term, the member's eligibility for a particular due to demographic changes, it is the responsibility of the member to update their ERS membership profile.
 - 3. **Payment Dates**. The enrolled membership category will be renewed annually on the membership's expiration date (e.g., the "Renewal Date").
- 2. **Payment and Credit Card Terms**. By agreeing to these terms and conditions, you authorise the European Respiratory Society to process an automatic once-yearly recurring payment to ERS from the credit card used during enrolment ("card on file") for membership with ERS. Any automatic recurring payment method or renewal authorization will remain in effect until withdrawn by the member or terminated by ERS.
 - 1. **Payment Form**. ERS accepts credit and debit payments by VISA, MasterCard, and American Express. If paying using a credit card that belongs to your institution, you agree that you are an authorised user of said credit card. In the event that you become no longer authorised to use the card, you are responsible for updating and replacing the credit card information on file through your online renewal process or by contacting ERS Member Services.
 - 2. **Billing**. The member is responsible for maintaining true, current and accurate billing and payment information in their membership profile to facilitate automatic renewal. Inaccurate billing and payment information may lead to cancellation of

- enrolment in the automatic membership renewal program and the membership will be terminated.
- 3. **Currency**. All payments are made in EUR.
- 4. **Issue with Payment** Should the card on file be declined or other issues arise with your recurring membership, ERS will notify the member. If the card on file is not updated by the current membership expiration date, automatic membership renewal will be de-activated and re-enrolment will be required by updating the payment method on the myERS profile and will apply to the next year's billing cycle.
- 5. **Credit Card data storage** In relation to your credit card data, ERS works with the payment platform Datatrans that will securely store your credentials. ERS does not store your credit card data other than your credit card expiry date.
- 3. **Notification and Management**. ERS will send email notification about pending automatic renewal charges two (2) weeks prior to the membership's expiration date and a receipt of payment after the annual automatic payment that includes the amount to be debited. AutoRenew notifications and business communications related to automatic membership renewal will be sent to the primary email address associated with the ERS member's account.
 - Account Management. Enrolment details can be reviewed, modified and managed via the member's ERS online profile on myERS, or by contacting ERS <u>Member Services</u>. The member is responsible for ensuring that a current email address and profile information are up to date.
- 4. **Cancellation and Refund Policy**. The member can cancel enrolment in the automatic membership renewal program up until the day before the current membership expiration date. Only in exceptional circumstances requests for cancellation and/or refunds after the approved time period may be reviewed by ERS Member Services. ERS. The member is responsible for contacting ERS Member Services to initiate this review process. ERS will notify the member of cancellation with an email confirmation to the member's primary email address on file.
- 5. The present terms and conditions are governed by Swiss law. Any dispute arising out of or in connection with the present terms and conditions shall be submitted to the competent courts of Lausanne, Switzerland.