

## Terms and conditions of use of the Swiss natural sciences portal

Access to and use of the Swiss natural sciences portal are linked to the following provisions.

### 1. Guarantee and liability

As operator of the Swiss natural sciences portal, the Swiss Academy of Sciences (SCNAT) ensures, as far as it is able to do so and with the care demanded according to the circumstances, the availability and proper functioning of the portal as well as the correctness, accuracy, topical relevance, reliability and completeness of the information and data published on it. However, it cannot assume any liability for it, in particular and including with regard to the trouble-free and uninterrupted transmission of data and the correct content thereof. The SCNAT expressly reserves the right to wholly or partially change, add to, delete, at times not to publish or to withdraw permanently functions of the Website and information and data published on it, at any time, without advance notice.

The SCNAT is not liable for errors, omissions, faults or shortcomings of any kind on the Swiss natural sciences portal. Any claims against the SCNAT for liability due to damage or losses of a material or immaterial nature, which arise from access to, use or non-use of the published information and data, due to misuse of the connection to the Swiss natural sciences portal or due to technical failures of any kind are categorically excluded.

Nor is the SCNAT liable for any damage to or infecting of computers or other terminals due to viruses or other malware in connection with visiting the Swiss natural sciences portal or with using or downloading data of any kind from it. Visitors to the Swiss natural sciences portal are, themselves, responsible for the comprehensive protection of their equipment from viruses, other malware and other risks on the Internet.

Without prejudice to liability in the event of there being demonstrably intentional or grossly negligent fault on the part of SCNAT.

### 2. Copyright

There are intellectual property rights to the Swiss natural sciences portal and the information and data contained thereon (texts, images, graphics, photographs, etc.). Those intellectual property rights include, in particular, copyrights and design rights of the SCNAT and of third parties. All of these rights are reserved for the SCNAT and the relevant third parties. Visitors to the Swiss natural sciences portal do not acquire any rights to the portal or the information or data contained thereon beyond the non-exclusive and non-transferable personal user authorisations granted to them under these terms and conditions of use. Without prejudice to written agreements to the contrary. Downloading, printing or storing data from the portal is permitted, provided reference is made to the source. Any use of information and data is restricted to the Website visitors' own private purposes or to the internal business purposes of the companies or organisations to which they belong. Inadmissible, on the other hand, is, in particular, any commercial use of the Swiss natural sciences portal or of information and data published on it.

In accordance with strict principles regarding data quality and security, the SCNAT publishes data on people from its network on the Swiss natural sciences portal. The SCNAT is not responsible for any processing, editing or publication of that data by third parties. The latter must clearly indicate data compilations not authorised by the SCNAT.

All trademarks and brand marks mentioned on the Website and, if relevant, protected by third par-

ties are governed by the provisions of the Law on Trademarks and Related Signs applicable in each case and are subject to the proprietary rights of the respective registered owners. The absence of intellectual property rights of third parties cannot be inferred from the mere mentioning of trademarks.

### **3. References and links**

The SCNAT assumes no liability for Websites other than its own, nor for their operators and the content, products and services offered on them, to which there are references or links on the Swiss natural sciences portal. Access to and use of such Websites are at the visitors' own risks. The SCNAT expressly declares that it has no influence whatsoever on the design, content or offers of the sites referred to or linked. The respective third party bears full responsibility for any information and services on Websites referred to or linked.

### **4. Data protection**

The SCNAT adheres to the provisions of the applicable data protection law in force (esp. Art. 13 Swiss Federal Constitution and Federal Act on Data Protection), according to which every individual has the right to protection of their privacy and against misuse of their personal data. On access to the Swiss natural sciences portal, the SCNAT Web servers record only impersonal user data (esp. IP address, sites last visited, browser used, date, time, etc.), which are edited anonymously for the SCNAT in such a way that trends can be identified with a view to improving the products or services offered online (log files). User data is not linked with other personal data. In the same context, the SCNAT also makes use of the service "Google Analytics" provided by Google Inc. By using this portal you consent to the processing of the data collected about you as described above and for the purpose described above.

When the Swiss natural sciences portal is visited, information is also stored on the visitor's computer in the form of "cookies". This enables the portal to be adapted to the individual needs of visitors. For visitors wishing to prevent this, options provided by their browsers are available to refuse cookies or to issue a warning.

When contact is made (e-mail, contact form), personal data provided by visitors on an expressly voluntary basis are used solely for the purpose of answering the relevant enquiry, are treated confidentially and are regularly deleted. They are neither passed on to third parties nor used for other purposes. The registered users declare that they agree to receive information from the SCNAT according to the profile they have given. Any processing of personal data is always carried out in agreement with the applicable data protection law in force.

### **5. Validity**

In the event of parts or individual wordings or definitions of this text not being, no longer being or not being fully consistent with the applicable legal position, this does not affect the content or validity of the remaining parts. The SCNAT expressly reserves the right to amend these provisions at any time. The version published on the Swiss natural sciences portal applies respectively. Visitors to the Swiss natural sciences portal are responsible for keeping themselves informed, at regular intervals, of amendments made in the meantime.

### **6. Applicable law and court of jurisdiction**

Swiss law applies exclusively to any disputes arising in connection with the use of the Swiss natural sciences portal. The court of jurisdiction is Berne.

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