

General conditions for use of the SCNAT Database and Web System (Terms of Use)

1. Scope

a) Fundamentals

- ¹ These Terms of Use of the Swiss Academy of Sciences (SCNAT) apply to any form of use of the SCNAT web system (hereinafter referred to as Web System). Section 4 of the Terms of Use also applies to use of the SCNAT database and web system (hereinafter referred to as Database / Web System). All websites generated from the Swiss Natural Sciences Database, including naturalsciences.ch (SCNAT Knowledge) and scnat.ch (SCNAT Network), are referred to as Web System.
- ² The Database and the Web System are used by stakeholders in the field of science for maintenance, exchange and use of data, including its publication.

b) User

- ¹ A user is any natural person who uses the Database and/or Web System.
- ² In particular, use is deemed to be
 - viewing, reading and visualising information on the portals;
 - processing of data on the portals, i.e. any handling of the data available there, regardless of the means and procedures used, in particular the copying, downloading, storage, use, modification, disclosure, archiving or deletion of this data;
 - use of the Web System search functions;
 - logging into and all processes in the Database / Web System, in particular uploading data, saving, editing and downloading data.
- ³ The employer is also subject to these Terms of Use if use is for professional purposes in the course of an employment relationship.

c) Legally binding version

- ¹ The current, legally binding version of these Terms of Use can be found on the portals. The current version at the time of use is authoritative.
- ² Obligations under previous versions of the Terms of Use or GTC that were legally binding at the time of a particular use remain in force. Previous versions of the Terms of Use or GTC can be obtained from SCNAT.

2. General use of the Web System

a) Warranty and liability

- ¹ As the Web System operator, SCNAT takes all reasonable care according to the circumstances to ensure its availability and proper functioning as well as the correctness, accuracy, topicality, reliability and completeness of the information and data published thereon, but assumes no liability for this, in particular with regard to faultless and correct transmission of data. SCNAT expressly reserves the right to change, supplement, delete, temporarily not publish or

permanently discontinue Web System functions and all or part of the information and data published thereon at any time, without prior notice.

- 2 SCNAT is not liable for errors, omissions, mistakes or defects of any kind on the Web System. Liability claims against SCNAT for material or immaterial damage resulting from access to, use or non-use of the published information and data, from misuse of the connection to the Web System or from technical faults of any kind are fundamentally excluded.
- 3 SCNAT is not liable either for any damage to or infection of computers or other end devices by viruses or other malware in connection with visiting or using the Web System or downloading data of any kind from the Web System. Web System users are responsible for comprehensive protection of their devices against viruses, other malware and other dangers on the Internet.
- 4 Liability remains reserved if there is demonstrably wilful intent or gross negligence on the part of SCNAT.
- 5 The warranty and any liability, including for vicarious agents and representatives, are excluded to the extent permitted by law.

b) Intellectual property (copyrights, other intellectual property rights, signs)

- 1 The Web System and the information and data contained therein (text, images, graphics, photos, raw data, etc.) are subject to intellectual property rights, in particular copyrights and design rights of SCNAT and third parties. These rights are fully reserved to SCNAT and the third parties concerned. Web System users do not acquire any rights to the Web System and the information and data contained therein that go beyond the non-exclusive and non-transferable personal rights of use granted to them in accordance with these Terms of Use. Written agreements to the contrary remain reserved.
- 2 Downloading, printing or saving data from the Web System is permitted, provided that reference is made to the source. Any use of information and data is restricted to the private or internal business purposes of the companies and organisations to which the users belong. In particular, any commercial use of the portals or of the information and data published thereon is not permitted.
- 3 SCNAT publishes data on individuals from its network on the Web System in compliance with strict principles regarding data quality and security. SCNAT is not responsible for any third-party processing and publication of this data. The third parties must clearly identify as such their own data compilations that are not authorised by SCNAT.
- 4 All brands and trademarks mentioned on the website and possibly protected by third parties are subject to the provisions of the applicable trademark law and the rights of the respective registered beneficiaries. The mere mention or depiction of trademarks does not imply the absence of third-party property rights.

c) References and links

- 1 SCNAT accepts no responsibility for external websites to which the Web System refers or links, their operators and the content and services offered thereon. Users access and use such websites at their own risk. SCNAT expressly declares that it has no influence whatsoever over the referenced or linked pages' design, content and offers. The respective third party is fully responsible for information and services from linked or referenced websites.
- 2 SCNAT also operates partner organisations' websites, either under the domain <https://mitglied.scnat.ch/> "Name of partner organisation" or under the partner organisation's own domain. Although SCNAT operates these websites, the respective partner organisations are responsible for all content and SCNAT accepts no liability for these websites.

d) Responsibility of users

- 1 You use the Web System at your own risk.

- ² Any unauthorised, abusive or excessive use under criminal law is excluded. Users are liable to SCNAT for damage caused by such use. SCNAT reserves the right to block the use of certain IP addresses.

3. Data protection

- ¹ The current "SCNAT Privacy Policy" published on the Web System applies to data protection. This is an integral part of the Terms of Use. By accepting the Terms of Use, you consent to data processing by SCNAT in accordance with the privacy policy.

4. Use of Database / Web System specifically

a) Fundamentals

- ¹ The provisions of clause 4 apply in addition to the other provisions of the Terms of Use for the Database / Web System. They govern the legal relationship between users and SCNAT regarding use of the Database / Web System. If provisions of this clause apply in deviation from the general provisions, this will be expressly mentioned.
- ² The Database / Web System recognises natural persons as users with the following characteristics:
- individual users: enter their own personal data in the Database / Web System;
 - group users: manage and use the data recorded in the Database / Web System.
- ³ SCNAT determines the allocation of further roles and user privileges.
- ⁴ Both or all user types apply whenever the term "user" is used below. All users must accept these Terms of Use in order to use the Database / Web System.
- ⁵ Every person is authorised to apply for a user account on the Database / Web System.
- ⁶ When new group users apply to use the Database / Web System, SCNAT will use due diligence appropriate to the circumstances to check whether their objectives and areas of responsibility are compatible with those of the Database / Web System. SCNAT will inform applicants about the outcome of the application review.
- ⁷ The user is responsible for ensuring that all persons who carry out actions on the Database / Web System on the user's behalf (employees, authorised representatives, etc.) comply with the provisions of these Terms of Use. The user is fully liable to SCNAT for any violations of the aforementioned provisions by the persons concerned.

b) Login data and access

- ¹ Access to the Database / Web System is protected by a user name and password. The user is responsible for securely storing their login data. They are liable to SCNAT for damage caused by third parties using their access data to gain unauthorised access to the Database / Web System.
- ² Transmission of access data over the Internet is encrypted using the secure hypertext transmission protocol. SCNAT accepts no liability for security of the user's Internet connection.

c) Security

- ¹ SCNAT takes due care to make the Database / Web System as secure as possible in order to maintain the integrity and confidentiality of the stored data and to protect the Database / Web System from unauthorised access and loss, misuse or falsification of data. The data is stored and protected using the latest technology. However, SCNAT cannot guarantee that any unauthorised access, loss of data, misuse or falsification can be prevented.

d) Copyrights and other property rights to processed data

- ¹ Whenever legally protected data (texts, images, graphics, etc.) is uploaded for further use, the user must first obtain the necessary clarifications and, if necessary, conclude contractual agreements and guarantee that intended use of the data within the Database / Web System is legally permissible.
- ² The user is liable to SCNAT for legal defects in uploaded data. The user shall immediately defend at his or her own expense and risk any third-party claims arising from the user's culpable infringement of intellectual property rights. The user shall inform SCNAT immediately in writing of such claims and shall not oppose any intervention by SCNAT in legal proceedings. If the third party asserts the claims directly against SCNAT, the user shall participate in the dispute when SCNAT first requests, in accordance with the options provided by the relevant procedural rules. The user undertakes to bear all costs (including compensation for damages) incurred by SCNAT as a result of litigation and/or any out-of-court settlement of the legal dispute. In the event of an out-of-court settlement, the user shall only be required to make the agreed payment to the third party if the user has agreed thereto in advance.

e) Misuse

- ¹ If there are signs of a danger of abuse, SCNAT can warn users and, in the event of abuse, exclude them from using the Database / Web System.

f) Liability for use and content

- ¹ To the extent permitted by law, SCNAT excludes any liability for misused content, infringement of copyright and other intellectual property rights or other misuse in connection with the Database / Web System. This disclaimer also applies to content and data that is displayed on the portals using inline frames. In the event of damage to third parties, SCNAT may seek recourse against the users.

g) Data portability and SCNAT's right of use

- ¹ After termination of the contractual relationship, a copy of the personal data originally submitted by the user to the Database / Web System will be returned to the user in a file format supported by the Database / Web System, excluding elements contributed by other users during use of the Database / Web System. SCNAT retains the rights to use this data, including enriched elements, as at the date of termination of the contractual relationship.
- ² A copy of data in organisational or subject portals on the portals will also be returned to the user in a file format supported by the Database / Web System, but SCNAT retains the right to continue using this data in the Web System.

h) Technical requirements and support

- ¹ The Database / Web System offers various services for managing data, in particular about people, organisations, research projects, publications and events, which are free of charge for users who operate organisation and/or topic portals. SCNAT shall be free to change services. Users will be informed within a reasonable period of time of the resulting effects on the use of the Database / Web System.
- ² The Database / Web System supports data and file formats defined by SCNAT. SCNAT is not obliged to process files that deviate from these provisions. Users will be notified if it is not possible to process such files.
- ³ SCNAT takes due care to ensure availability of the Database / Web System. Plannable interruptions to operations will generally be communicated in advance. SCNAT support for enquiries about the Database / Web System is available via online help, e-mail and telephone. SCNAT does not guarantee any specific support response times.

5. Applicable law and place of jurisdiction

a) Applicable law

- ¹ These Terms of Use and use of the Web System and Database / Web System are subject exclusively to Swiss law, excluding the conflict of laws provisions.
- ² Application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) is excluded.

b) Legal effectiveness

- ¹ Should a provision of the Terms of Use be or become invalid or should the Terms of Use not contain a necessary provision, this shall not affect the validity of the remaining provisions of the Terms of Use. In place of the invalid provision or to fill the loophole, the legally permissible provision that corresponds as far as possible to what the contracting parties intended, or would have intended according to the meaning and purpose of the provisions of the Terms of Use if they had recognised the invalidity of the provision in question or the loophole, shall be deemed to have been agreed.

c) Place of jurisdiction

- ¹ The place of jurisdiction for all disputes arising from application of these Terms of Use or relating to use of the Web System and the Database / Web System is Bern (Switzerland).

Terms of Use, 12.2024