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General Terms and Conditions of Business and Contracts (GTC)

three sites: Lindau ZH, Lausanne and Cadenazzo



agridea

ENTWICKLUNG DER LANDWIRTSCHAFT UND DES LÄNDLICHEN RAUMS
DÉVELOPPEMENT DE L'AGRICULTURE ET DE L'ESPACE RURAL
SVILUPPO DELL'AGRICOLTURA E DELLE AREE RURALI
DEVELOPING AGRICULTURE AND RURAL AREAS

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Preamble

Fundamental Attitude

AGRIDEA attaches great importance to dealing with its customers in both a fair and transparent manner. The collaboration should be designed as uncomplicated and non-bureaucratic as possible; for example, oral agreements shall also apply. Either party shall imply that the respective other party has good intentions.

Nevertheless, a minimum of rules have to be set to ensure that any business transaction can be developed in a legally correct manner. Moreover, this shall also guarantee a transparent contractual relationship.

We are convinced that these principles can be used to design a mutually satisfactory contractual relationship between principal and agent.

Structure of the GTCs

The GTCs are structured in such a way that the general rules are set out first. Later on in this document, these general rules will then be complemented by specific regulations for the individual products and services. This includes regulations for:

- [Service Mandates \(Projects\)](#)
- [Courses](#)
- [Publications](#)
- [Software](#)
- [Newsletters](#)
- [Collaboration Tool](#)
- [Websites](#)

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1 Basics

1.1 Terms and Conditions of the Agreement

The present General Terms and Conditions shall be an integral part of any and all agreements concluded between AGRIDEA - hereinafter also referred to as the "Contractor" - and the Customer. In case of any inconsistencies, the agreement shall take precedence over the Terms and Conditions.

1.2 Prices and Terms of Payment

1.2.1 Prices and Additional Costs

To the extent that the agreement lacks any price-fixing clause, the Contractor's price list shall apply. The large majority of the Contractor's services are subject to value added tax. The value added tax will be invoiced to the Customers even if no value added tax has been specified in the agreement or in the price list.

1.2.2 Discounts

Any discount shall relate to the acquired service and shall be non-cumulative.

1.2.3 Price Changes

In case of periodic invoicing (e.g. licences, services at cost), the Contractor may adjust any prices to the changed circumstances at any time under observance of a period of notice of three months. To the extent that the price increase does not exceed the general inflation rate, the Customer shall not be entitled to any right of termination.

1.2.4 Payment Dates and Default

The payment dates shall be specified in the agreement or at the time when the order is placed. To the extent that no contractual regulations exist, the deliveries and services shall be payable at the end of the agreement term. Thirty (30) days following invoicing, the Customer shall be deemed to be in default. Any further statutory rights of default shall remain reserved.

1.3 Guarantee, Liability

1.3.1 Duty to Notify Defects

In case of any delayed or defective delivery or service, the Customer shall notify the Contractor in writing of the detailed complaints without undue delay, at the latest, however, within a period of ten days.

1.3.2 Defects, Subsequent Improvement

Any deviation from the warranted properties or the unsuitability for the purpose specified in the agreement shall be deemed to be a defect.

In any case, the Contractor shall be provided with the opportunity to correct any defects within a reasonable time limit.

1.3.3 Liability of the Contractor

The Contractor shall be liable for any culpably caused direct personal injury and material damage in accordance with the statutory liability provisions up to the maximum amount of the third-party liability insurance cover. All personal injury or material damage caused by any sub-contractor shall be the sole liability of the same (and/or their insurance company) subject to the aforementioned liability restrictions. Any further or any other liability on the part of the Contractor as well as of the Contractor's employees and sub-contractors shall be explicitly excluded to the extent that this is legally permitted. Data security, the provision of suggestive workarounds and the results achieved in application of the services delivered shall be the responsibility of the Customer. Accordingly,

the Contractor shall not be subject to any liability for any loss of data, mere financial losses, any direct or indirect damage, consequential damage, loss of revenue or any unrealised savings.

1.4 Property Rights

1.4.1 Intellectual Property

Any and all intellectual property rights shall remain the Contractor's property. The Customer does not acquire any rights to any programme, invention, copyright, trademarks - neither the concept nor to any know-how -that go beyond the personal use of the contractual services. Clause 1.4.2 shall remain reserved. The Customer must not transfer the acquired rights of use to any third party.

1.4.2 Tailor-Made Solutions

After full payment, the results of any service (including software developments) rendered according to specific requirements of the Customer as well as any property rights transferred in this context shall pass into the Customer's ownership. The Contractor may use free of charge all ideas, procedures and findings used for development purposes.

1.4.3 Confidentiality

The Contractor is obliged to keep confidential any information of the respective other party of which the Contractor gains knowledge in the context of the implementation of the agreement and to protect such information against any unauthorised access by any third parties. The Customer may release the Contractor from this obligation. Any publicly available information or any information of the respective other party that has already been known to the Contractor shall be excluded from the confidentiality obligation.

1.4.4 Data Protection

AGRIDEA shall comply with the provisions regarding the protection of personal data, i.e. protection of privacy as well as protection against any misuse of the personal data. Only data that is entered into the interactive platform during the login procedure or when the profile is filled out shall be stored. Personal data shall be stored by AGRIDEA in an appropriate manner and shall only be used for internal purposes (for example, any information made available to us will be used to prepare a mailing list or to inform the users of a specific course). Without the explicit consent of the individual concerned, however, this data shall not be forwarded to any third party.

1.5 Duration of the Agreement

1.5.1 Term of the Agreement

As a basic principle, the agreement on deliveries and services shall remain in force until it has been fulfilled.

1.5.2 Conditions during the Period of Notice

For services, the average remuneration agreed upon in the respective contract shall be paid also for the period of notice, even if the Customer waives the services. The same shall apply to the entire remaining term of the agreement in case of any extraordinary or premature termination by the Customer.

1.5.3 Insolvency of the Customer / Non-Payment

In the event that any bankruptcy or composition proceedings are initiated with respect to the Customer, the Contractor may cancel any and all agreements without notice and without the Customer being entitled to any remuneration. Any claims for compensation for damages on the part of the Contractor shall remain reserved. In the event that payments are not effected within the specified time limits, the Contractor may stop their services sixty (60) days after the end of the payment term, without the Customer being entitled to assert any claim. As soon as services have been stopped, any further work, where applicable, shall be invoiced to the Customer at the applicable rate.

1.6 Applicable Law and Place of Jurisdiction

1.6.1 Choice of Law

The present agreement as well as any and all addenda to it shall be subject to Swiss law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

1.6.2 Place of Fulfilment

The place of fulfilment shall be the place of the Contractor's establishment or branch office where the agreement has been concluded.

1.6.3 Place of Jurisdiction

The place of jurisdiction for any and all disputes between the parties shall be the place of the establishment or branch office of AGRIDEA where the agreement has been concluded.

2 Service Mandates (Projects)

2.1 Terms and Conditions of the Agreement

2.1.1 Conclusion and Content of the Agreement

The conclusion of the agreement shall be effected by the Customer accepting, either in writing or orally, the offer prepared by AGRIDEA (hereinafter also referred to as the Contractor).

Any mandates and orders of the Customer that have been accepted by the Contractor shall likewise be contractually binding.

2.1.2 Addenda

Any additional mandate, service or deliveries as well as any deviation from the content of the General Terms and Conditions may be agreed upon in the form of addenda. Said addenda shall be deemed to be integral parts of the agreement.

2.1.3 Amendments to the Agreement

The agreement and its addenda shall supersede any and all previous arrangements on the same subject-matter of the agreement. Any modification or cancellation of the agreement or of any addenda may be effected in writing or in the same form in which they have been concluded only.

2.2 Services Provided by the Contractor

2.2.1 Service Specifications

The specification of any individual service (advisory services, training, coaching, etc.) or delivery shall result exclusively from the corresponding agreement and from the product documentation.

2.2.2 Placement of Orders with Third Parties

The contractor may render the agreed services by means of sub-contractors. Therein the Contractor shall uphold – within the limits of the concerned agreement- the same warranties as for their own services. The Contractor may also act as a subcontractor for third parties.

2.2.3 Services: Contract Law / Contract for Work and Services

The services shall be provided in the form of technically qualified activities within the meaning of contract law or within the framework of a contract for work and services.

2.3 Cooperation of the Customer

2.3.1 Obligations of the Customer to Cooperate

To ensure that the Contractor will be able to render their services correctly, the Customer shall provide for due administrative, organisational and technical conditions, including, in particular:

- designation of a project manager on the part of the Customer;
- disclosure of the operational needs and of the technical framework conditions;
- timely and detailed reaction and comments on concepts, minutes, questions and working results presented;
- participation in the acceptance procedure (where provided for).

2.3.2 Failures of the Customer

In the event that the Customer neglects their obligation to cooperate, the Contractor shall be entitled to reschedule dates accordingly and to invoice any additional costs incurred to the Contractor.

2.4 Settlement at Cost and on a Lump-Sum Basis

2.4.1 Settlement at Cost

All services shall be invoiced based on the effective time spent. Travel time shall be invoiced in accordance with the Contractor's respective rates. The expenses and ancillary costs (in particular travel expenses, accommodation, meals) and the costs of working aids and appliances specifically used for a given project (material, licences, database fees, etc.) shall be additionally invoiced to the Customer.

2.4.2 Lump-Sum Prices and Ceiling Limit of Expenses

Any lump-sum prices (fixed prices) shall be designated as such and agreed upon specifically in the agreement. Any ceiling limit of expenses shall not be regarded as a lump-sum price, but shall be interpreted as follows: once the ceiling limit of expenses is reached, the Customer may decide to discontinue the project, without any claims for mutual compensation for damages. The Contractor shall inform the Customer once a specific percentage rate of the ceiling limit of expenses has been reached.

2.5 Dates

2.5.1 Termine

The deadlines specified in the agreement shall be deemed to be seriously determined planning fundamentals. To the extent that any binding dates have to be complied with, said dates shall be explicitly specified in the agreement as fixed dates. In the event that any such fixed dates are not kept to, the Customer may set a reasonable period of grace in writing; in case of a fruitless expiry of said period of grace, the Customer may withdraw from the agreement on the corresponding partial performance. Any and all dates shall be postponed accordingly if advance payments have not been effected in due time on the part of the respective other party as well as in case of any extraordinary interference (e.g. force majeure, official measures, strike, failure in the energy supply, telecommunication systems or infrastructures). The Contractor's liability for any damage caused by delay shall be exclusively limited to the matters of fact specified in clause 1.3.

3 Courses

3.1 Registration For, De-Registration From and Cancellation of Courses

3.1.1 Registration and De-Registration

The registration for any course of AGRIDEA shall be made via the Internet, by mail or by fax; in exceptional cases, it may be made orally. The registration shall be binding. Approximately two weeks prior to the starting date of the course, the course participants shall be provided, by e-mail or by mail, with a registration confirmation including the necessary information on the course and the confirmation of their personal data.

De-registration without incurring any costs shall be possible up to one week prior to the starting date of the course. In the event of de-registrations effected at any later point in time, a fee of CHF 100.00 shall be charged. Additional invoicing for any further costs incurred, for example, due to reservations already made shall remain reserved.

3.1.2 Cancellation of Courses

In case of too few applications a cancellation of the course up to seven working days prior to the starting date of the course shall remain reserved.

3.2 Course Costs

3.2.1 Standard Rates

Costs per Course Day

The respective applicable rates can be found on the website of AGRIDEA.

Discounts for Member Organisations

All cantonal counselling and teaching staff, employees of AGRIDEA member organisations, employees of cantons¹ (incl. treuland companies and individual SVU/ASEP members), BLW, Agroscope and FiBL shall benefit of a reduction of the course costs in accordance with the rate schedule (status as of 15/09/2014, 40% reduction).

The member organisations can be found on the website of AGRIDEA.

Additional Costs

The costs for meals, accommodation and any further expenses can be found in the detailed course programme.

3.2.2 Exceptions: Partner Courses / Contract Courses

For partner courses and contract courses, the course costs shall be defined in coordination with the partner and/or Customer and shall be specified in the course programme; the same shall apply to any discount regulations deviating from the standard, where applicable.

Any further deviations from the aforementioned terms and conditions shall be announced in the detailed course programme.

¹ Administrative offices of the cantonal administrations in the areas of agriculture, forestry, veterinary services, environment, spatial planning and rural development

3.3 Insurance

The Contractor will not assume any liability for any accident and theft. Due insurance is the responsibility of the course participants.

3.4 Documentation, Photographic Material and Personal Information

3.4.1 Use of Photographic Material from Courses

With the registration for a specific course, the participant agrees that any photographic material recorded during the course by AGRIDEA may be used for any further purposes (e.g. for publications). Participants who do not agree to the further use of the photographic material shall explicitly communicate their disagreement at the beginning of the course. As a general rule, the course management shall draw the course participants' attention to this fact at the beginning of the course.

3.4.2 Disclosure of Personal Data to Third Parties

The e-mail addresses and the telephone numbers of the course participants will be disclosed to all course participants on the list of participants (for the purpose of mutual exchange and possible carpooling). Any explicit exceptions have to be arranged with the course secretariat.

3.4.3 Further Use of Course Documents and Course Documentation

Unless otherwise stated, the course documents may be used for further purposes, indicating the source / author's name.

4 Publications

4.1 Dispatch / Handling

4.1.1 Dispatch Costs and Service, Handling Costs

The dispatch costs shall be composed of postal charges, packaging and packaging work. The amount shall depend on the weight and place of destination (abroad) of the package. No dispatch costs apply for downloads and online subscriptions.

A handling fee shall be charged for the administrative effort and/or invoicing. No handling fee applies for payment by credit card.

4.1.2 Dispatch Time Limits

As a general rule, any order shall be handled within a period of one working day. Dispatch shall take place via the Swiss Federal Post. In case of late delivery by the delivery agent (usually the Swiss Post), the delivery agent shall be solely liable.

4.2 Discounts

4.2.1 Quantity Discounts

The quantity scale shall provide for the following discounts:

From 10 items upwards: 10%

From 25 items upwards: 15%

From 50 items upwards: 25%

4.2.2 Reseller Discounts

All resellers and schools are granted a discount of 25% (status as of 01/01/2014) on their orders.

4.2.3 Acceptance of the Goods and Return Shipments

The Customer shall examine and test the object of purchase immediately upon takeover. Any delivery shall be deemed accepted if the goods are not returned within a period of ten (10) days.

4.2.4 Cancellation of Orders

An order may be cancelled free of charge as long as the goods have not been delivered yet. Any third-party costs incurred in this respect shall remain reserved.

5 Software

Software deliveries include any software products (including downloads) of all kinds, including any associated documents and documentation - hereinafter referred to as "Software".

The delivery to the Customer shall be effected by AGRIDEA (hereinafter also referred to as the "Supplier") or any reseller. The Software may be produced by AGRIDEA or by third parties (hereinafter referred to as the "Manufacturer"). Dispatch and handling fees shall be determined by clause 4.1.

5.1 Conclusion of the Agreement

With the installation of the software and/or use of the personal licence for any software delivery, the Customer acknowledges the terms and conditions specified for software products.

5.2 Acceptance of the Delivery

The Software ordered by the Customer shall be delivered to the Customer by AGRIDEA and/or by the reseller by mail in its respective last applicable version released by the Manufacturer for distribution. Upon successful delivery to the place of fulfilment, any benefits and risks shall be transferred to the Customer. Any delivery shall be deemed to have been accepted by the Customer if no return is made to AGRIDEA within the defined payment term.

5.3 Right of Use

Upon payment of the defined licence fee, the Customer shall merely acquire an unlimited, non-transferable and non-exclusive right of use to the delivered Software for the Customer's department, company or business. Any rights of ownership and copyrights shall remain with the Manufacturer. The Customer is granted the authorisation to produce a back-up copy, where necessary.

5.4 Fees

In the event that the complete delivery is returned before the end of the payment term, the Customer shall be liable for any damage caused to the Software material as well as damage caused by unauthorised use of the Software.

5.5 Rights to the Licence Material

The Customer shall be obliged to refrain from forwarding the Software to any third party or to make it accessible to them in any other way whatsoever. The Customer shall take all technical and organisational measures required in his company to protect the Software against any disclosure, access, theft or misuse. The Supplier shall be entitled to take a look at such measures. In the event that the Customer damages or deletes the programme, the Supplier shall, at the Customer's request, provide, as far as reasonable, the best compensation possible for the Customer.

5.6 Warranty of Title / Support / Information

The Supplier shall grant a warranty for the functioning of the Software delivered under the present agreement and shall be obligated to rectify any defects free of charge, as far as this is possible. The supplier shall be notified of such defects by the Customer immediately after their occurrence and documented in detailed form.

The Supplier shall grant the Customer free telephone support within the first ninety (90) days following the delivery. After expiry of the period of ninety (90) days, all holders of an AGRIDEA support agreement shall be entitled to extended support in accordance with the "Contractual Provisions for the AGRIDEA Support Agreement".

Furthermore the Supplier commits himself inform the Customer on an ongoing basis on any programme adjustment as well as any continuing education event in connection with the licence material delivered.

5.7 Software of Third-Party Suppliers

Any Software products where AGRIDEA acts as a sales partner shall be subject to the terms and conditions of the respective Manufacturer.

6 Newsletter

By placing the order Customers give their consent to receive a newsletter of AGRIDEA to the specified e-mail address as well as to receive any further offer information by mail. The Customer may unsubscribe from the newsletter at any time without giving reasons.

7 Collaboration Tool

7.1 Services of AGRIDEA

AGRIDEA shall make its interactive platform available to users to the extent that this is possible within the framework of the present terms and conditions of use. To this end, AGRIDEA shall provide the users with space for data storage, blogs, wikis and forums. AGRIDEA shall endeavour to keep these services available. AGRIDEA shall not assume any further service or warranty obligations. In particular, the users shall not be entitled to claim permanent availability of the services. The information and services offered may be modified, replaced or deleted at any time without prior notice.

7.2 Limitation of Liability

Any and all platform contents are prepared with due care and in all conscience. However, no warranty is assumed for the topicality, completeness and correctness of any and all sites. AGRIDEA shall not assume any warranty for contents uploaded by users. AGRIDEA shall not be liable for the content or for the correct functionality of any third-party websites made accessible via links either.

7.3 Copyright

Any and all texts, documents, images created by AGRIDEA and any further information and data published on our platform are protected by copyright and shall be subject to the copyright of AGRIDEA.

In case of third-party contents, the copyright for the contributions posted shall remain with the respective user. With the posting of their contribution, however, the user shall grant AGRIDEA the right to make the contribution permanently accessible on its platform.

Users will not have to request permission from AGRIDEA to use, print or download the contents of the AGRIDEA platform for personal and private purposes. In case of any further use, the framework conditions under copyright law shall be complied with. In case of non-compliance, legal action shall remain reserved.

7.4 Access Rights

Customers and partners shall only have access to data of courses, projects and platforms where they are members. The contents however, with a few exceptions shall be accessible to all AGRIDEA employees.

7.5 Obligations of the User

The user of the platform shall be obligated to not publish any contributions that offend the rules of common decency or are in violation of any applicable law. It shall be prohibited, in particular:

- to publish any offending contents that represent a violation of the right to privacy or are untrue;
- to send out any spam to other users via the system;
- to use any copyrighted contents without being authorised to do so.

In the event of any violation of the aforementioned terms and conditions, AGRIDEA shall be entitled to modify or delete the corresponding contributions without prior notice and to block the user's access. Legal action shall remain reserved.

8 Websites²

8.1 Legal Notes and Legal Terms and Conditions of Use

By visiting the AGRIDEA websites and any other websites linked to them, the user accepts the terms and conditions of use and the following legal notes.

8.2 Liability With Regard to the Contents and Links

The processed contributions and information is up to date only at the time of their publication. Thereafter, they shall be updated at regular intervals. AGRIDEA shall exclude any liability regarding the technical availability and operational safety as well as the accuracy and completeness of the contents of its website. AGRIDEA may not be held liable for any damage incurred by users taking action based on data taken from an AGRIDEA website. The information and any services of third parties, both on the Internet portals operated by AGRIDEA and on any external websites, shall be the exclusive responsibility of such third parties. AGRIDEA shall not be liable for the content or for the correct functionality of any third-party websites made accessible by AGRIDEA via any links either. The information and services offered may be modified, replaced or deleted at any time without prior notice. This right shall also apply to the present exclusion of liability.

8.3 Copyright

The content and the structure of the AGRIDEA website are protected by copyright. In the following cases, users shall obtain the prior consent of AGRIDEA if they:

- wish to reproduce or disseminate by electronic means and/or in any other manner whatsoever the contents of the AGRIDEA website either in whole or in part;
- wish to carry out any modification or activation of any links;
- wish to use for any business or public purposes any contents of the AGRIDEA website and/or intend to use the website of AGRIDEA in any commercial manner whatsoever.

The same shall apply, in particular, to the intention to place a link to the AGRIDEA website on the website of any third parties. Users shall not require any permission on the part of AGRIDEA if they use, print and/or download the contents of the AGRIDEA website for any personal and private purpose. Without the explicit approval on the part of AGRIDEA, the reproduction and/or dissemination of the content of its websites is deemed to constitute a violation of the "Swiss Federal Act on Copyright and Related Property Rights" [*"Bundesgesetz über das Urheberrecht und verwandte Schutzrechte"*] and may result in consequences under both civil and criminal law.

² www.agridea.ch, www.focus-ap-pa.ch, www.agridea-international.ch and other AGRIDEA websites

8.4 Data Storage and Data Security

Only data entered when the forms are filled out on the website shall be stored. Personal data shall be stored with AGRIDEA in an appropriate manner and shall be used only for internal purposes. Furthermore, AGRIDEA shall draw the users' attention to the fact that any communication by electronic means may not be considered as being safe and/or confidential.

8.5 Misuse

AGRIDEA reserves the right to take legal action in the event that its website is used in an inappropriate or unlawful way and/or any technical and operational disruptions are caused to them and/or to any third parties.

