



General Terms and Conditions

SWISS LABEL

For top Swiss quality!

Schwarztorstrasse 26, Postfach, CH-3001 Bern

www.swisslabel.ch

1. SCOPE AND SUBJECT MATTER

- Swiss Label, the society for the promotion of Swiss products and services, is an association under Article 60 et seq. of the Swiss Civil Code. Swiss Label's trademark is the crossbow, which is protected in Switzerland and in major countries of export.
- The association is made up of the Board of Directors, the Executive Office and the Quality Assurance Committee.
- The trademark of Swiss Label is the crossbow. Swiss Label deals with brand and label management in the broadest sense. It awards the crossbow label to certain companies, associations and groups under strict conditions.
- The Executive Office manages the data of Swiss Label members.
- These General Terms and Conditions (hereinafter 'GTCs') govern the use and sale of products and services that bear the Swiss Label. By becoming a member, the member and its users accept the GTCs. These form part of the contract between the members and Swiss Label.

2. ORGANISATION

- Swiss Label primarily holds the rights to the crossbow. In organisational terms, the society is subordinate to the Board of Directors and is managed by an Executive Office.
- The Executive Office provides first-level support (hereinafter 'FLS').
- For questions regarding membership, the administration of member data or Swiss Label in general, please contact the Executive Office.
- For contact details, please go to www.swisslabel.ch.

3. SERVICES

- Swiss Label offers its members free use of the crossbow trademark and various other services.
- Online services are delivered exclusively via the Internet. Delays for technical reasons must be accepted.
- Access to authorised data requires authentication (member area).

SWISS LABEL

For top Swiss quality!

Schwarztorstrasse 26, Postfach, CH-3001 Bern

www.swisslabel.ch

- Members are obliged to keep their login data strictly confidential. They are prohibited from disclosing login data to third parties or making it accessible to third parties.
- The member must ensure (e.g. by instructing their administrator accordingly) that users who have left the company are de-registered without delay and their login data deleted.

4. DURATION, SUSPENSION AND TERMINATION OF THE CONTRACT

- The use of the services is directly linked to membership of Swiss Label. Upon acquiring membership, members are entitled to use the data and services of Swiss Label.
- Any breach of the payment obligation will be punished by exclusion from Swiss Label at the end of the year in question. This also results in the removal of access authorisation to the members' area.
- The right to use the crossbow trademark and the data automatically ends upon cancellation and deletion of membership. The right to use further Swiss Label services also expires at this point.

4. FEES

- By using the crossbow trademark, the member accepts the scale of charges for the use of the label. The terms of use are published on the Swiss Label website (www.swisslabel.ch) and are binding.
- The invoice must be paid within the specified payment period. In the event of non-payment, a first reminder shall be issued, setting another payment deadline (grace period). If this deadline also expires without payment, a second reminder will be issued with notification of a grace period and a reminder fee of CHF 20.00 will be charged. If the deadline specified in the second reminder expires without payment, the member will be barred and access to the content will be blocked.

5. ORDER CANCELLATION

- By using the crossbow trademark, the member accepts the scale of charges for the use of the label. The terms of use are published on the Swiss Label website (www.swisslabel.ch) and are binding.

SWISS LABEL

For top Swiss quality!

Schwarztorstrasse 26, Postfach, CH-3001 Bern

www.swisslabel.ch

- The invoice must be paid within the specified payment period. In the event of non-payment, a first reminder shall be issued, setting another payment deadline (grace period). If this deadline also expires without payment, a second reminder will be issued with notification of a grace period and a reminder fee of CHF 20.00 will be charged. If the deadline specified in the second reminder expires without payment, the member will be barred and access to the content will be blocked.

7. VALUE-ADDED TAX (VAT)

- All services purchased and invoiced and membership fees are subject to VAT at the applicable rate.

8. WARRANTY AND LIABILITY

- All warranty and liability are excluded with respect to the data and services provided. In particular, Swiss label assumes no guarantee of the accuracy, completeness, informative value or any other aspect of the data, content and evaluations provided. The same applies to any kind of downloads provided.
- This exclusion of warranty and liability is comprehensive and covers all of the entities involved, in particular the Executive Office and the Board of Directors.

9. COPYRIGHT

- The content and applications for processing and accessing the content are the intellectual property of Swiss Label and are protected by copyright. Reproduction in whole or in part, distribution by electronic or other means, modification, linking or use for commercial or public purposes (in particular incorporation into a website or intranet or distribution via internal or external distributors) shall require the prior express written consent of the Board of Directors.
- Without the written consent of the Board of Directors, the reproduction and/or distribution of content or the copying of data constitute a violation of the Swiss Copyright Act (URG).

10. DATA PROTECTION

- Members' data is treated with the utmost confidentiality. Swiss Label complies with the provisions of Swiss data protection legislation. The user is aware that, in the event of unencrypted transmission by email and https, the data could be read or even changed by third parties via special devices.

SWISS LABEL

For top Swiss quality!

Schwarztorstrasse 26, Postfach, CH-3001 Bern

www.swisslabel.ch

- The data of the individual companies from which data has been collected does not contain any personal information or information on sales.
- The member concerned is responsible for maintaining the confidentiality of his or her identity and for fully complying with data protection regulations.
- Swiss Label shall not make any data available to other or similar platforms.
- Furthermore, it is pointed out that specialised Google services may be used to evaluate and optimise the use of the website, as well as for the management and display of advertising space. These may be Google Analytics, Google AdSense and Google DoubleClick. These Google services use cookies and collect technical information about visitors to the website (such as IP address, browser used, date and time of visit, etc.). It can therefore not be ruled out that this data may be stored outside Switzerland, subject to other legal systems and/or passed on by Google to third parties. Swiss Label does not actively pass on any information to Google.

11. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

- Swiss Label may change the GTCs at any time. Members will be notified of the changes by email or by other appropriate means (online). The currently valid version of the GTCs shall apply. This can be viewed at www.swisslabel.ch.

12. PLACE OF JURISDICTION AND APPLICABLE LAW

- The exclusive place of jurisdiction for all disputes arising between a member and Swiss Label is Bern.

Only substantive Swiss law applies to this contractual relationship.

SWISS LABEL

For top Swiss quality!

Schwarztorstrasse 26, Postfach, CH-3001 Bern

www.swisslabel.ch

Bern, 28 September 2021

SWISS LABEL

Chairman



Ruedi Lustenberger

Managing Director



Mikael Huber

SWISS LABEL

For top Swiss quality!

Schwarztorstrasse 26, Postfach, CH-3001 Bern

www.swisslabel.ch