

Terms of Use for “Matchmaking”

I. COMMON TERMS

1. The Switzerland Global Enterprise (S-GE) remit

Switzerland Global Enterprise (hereinafter “S-GE”) has been appointed by the Swiss Confederation to perform a range of promotional activities. These activities concern Swiss exports and the promotion of Switzerland as a business location. In pursuance of this goal S-GE is developing new tools and this platform, known as “Matchmaking” is part of this and is accessible via S-GE website - www.s-ge.com - (hereinafter “Platform”).

You understand and acknowledge that this is a beta release and is made available for free and on an “as is” and “as available” basis for the purpose of providing S-GE with feedback on the quality and usability of the Platform. The Platform may contain errors or inaccuracies that could cause failures, corruption or loss of data. You assume all risks and costs associated with your use of the Platform.

S-GE reserves the right to change these terms and conditions or to include fee based services at any time and in particular when the finale version of the Platform will be available. Users of the beta version of the Platform will be notified and invited to join future versions and the conditions pertaining to this will be fully explained at the time of change.

2. Scope of the Terms of Use and the Data Protection Policy

To fulfil this remit, S-GE provides a Platform which shall be open for registration by Swiss Cleantech Companies. Based on such registration, Cleantech Companies may on the one hand promote their business by means of an online profile; on the other hand, the Platform provides access to a restricted data base on which Cleantech Companies may upload information on activities in foreign markets.

Furthermore, the Platform may, from time to time, publish curated offers of new business opportunities and invite companies to apply for these via the Platform. The Platform may offer companies the possibility to find relevant persons who possess specific knowledge of business processes, local markets or a combination of both (hereinafter “Experts”) to support their business activities and to become connected to them.

The term “Cleantech” as used herein refers to the efficient use of resources and energy, and thus for a sustainable form of economic activity. It is applicable to every sector. Clean processes, services and technologies that save resources and energy are our future.

The following Terms of Use and the Data Protection Policy (hereinafter “Terms”) apply to the relationship between S-GE and the Cleantech Companies registered on the Platform.

II. TERMS OF USE

1. Conditions for Registration

Any Cleantech Company, with registered offices in Switzerland or Liechtenstein interested in the services provided by S-GE with the web-based tool “Matchmaking” may register on the Platform, additionally, associations based in Switzerland who are promoting cleantech, renewable energies, environmentally sustainable products and services may also apply to register (both hereinafter a “Cleantech Company”).

Experts from Switzerland and abroad who possess skills and knowledge may apply to be part of the Platform.

Individuals representing companies, public bodies or the like, may apply to publish their business needs in order to attract Cleantech Companies, with skills, technology and products to tender or apply to win this business.

Registration with Matchmaking is free of charge during the Beta testing period.

2. Scope of Matchmaking

2.1. Matchmaking Services provided for registered Companies by S-GE

Within the framework of the Platform, registered Cleantech Companies may promote their business by means of an online profile on which information including trade name, logo/trade mark, domicile, address etc. as specified in III, 2 (hereinafter “Profile Information”) is published. The Profile Information can be updated at any time. S-GE reserves the right to make changes to the Profile Information supplied by the Cleantech Company to improve its completeness based on publicly available sources of information. S-GE will notify the Cleantech Company about any updates.

Additionally, the Platform will include the following services:

- a restricted access database in which confidential information on activities in foreign markets is collected and processed;
- a search engine enabling the users of the Platform to locate registered Cleantech Companies by keyword or by business operating area;
- from time to time, the platform may publish curated offers of new business opportunities and provide a search engine enabling the Platform users to appropriate opportunities by keyword or by other search means;
- a search engine enabling the Platform users to locate Experts;
- it may include information on business openings, newsletters, trends, investment and export opportunities, events etc.;

2.2. Duties of registered Cleantech Companies

By registering on the Platform the Cleantech Companies shall provide Profile Information. They hereby confirm the conditions as set out in section II paragraph 1 to be met and all information passed to be true.

Registered Cleantech Companies undertake to keep their Profile Information as well as the restricted-access data up-to-date; they agree to update such information and data at least once per year with effect per 1st January and they agree, that S-GE may update the Profile Information based on publicly available information.

3. Warranty and liability

The registered Cleantech Companies as well as the Platform users recognize that full and complete availability of the services at all times is technically impossible. S-GE may limit the accessibility of the Platform partially, temporarily or permanently for reasons such as maintenance work, capacity issues or

because of other issues outside its sphere of influence. The registered Cleantech Companies and the Platform users can neither claim maintenance of single functions of the Platform nor the general availability and use of any existing functions of the Platform.

Content uploaded to the Profile Information and Experts profiles will not systematically be pre-checked by S-GE in respect to their content. business opportunities will also be only validated in so far as to the authenticity of the person and organisation providing the information. Therefore, S-GE cannot be held responsible for the validity, legitimacy, accuracy, reliability, actuality, adequacy and/or completeness of the Profile Information and/or any other information available through the Platform.

S-GE is not liable for slightly negligent breaches of duty. S-GE's liability in the case of malice, gross negligence, injuries to persons and liability according to mandatory legal provisions remains unaffected by the before mentioned limitations of liability.

The limitation of liability shall also apply to damage caused by authorized auxiliary persons. S-GE is not liable for acts of registered Cleantech Companies, Experts, opportunity providers, Platform users or third parties. These persons do not act as vicarious agents of S-GE. Liability for indirect or consequential damage is excluded to the extent permitted by law.

4. Termination/Restriction of services by S-GE

S-GE is entitled to limit without compensation the accessibility of the Platform partially, temporarily or permanently for good reasons.

The exclusion of a registered Cleantech Company from the Platform or the deletion of the Profile Information shall be justified without notice or compensation in any case of a breach of these Terms, inter alia if the registered Cleantech Company in question

- has no domicile in Switzerland anymore or does not provide a relevant share of their product portfolio to Cleantech anymore,
- is not engaged in promoting its products or services outside of Switzerland
- repeatedly or seriously contradicts the remit of S-GE or the positioning and promotion of Switzerland in the Cleantech domain,
- provides S-GE with false information and data or fails to keep them up-to-date,
- uses the S-GE-Logo in an inappropriate or in an undue way.

III. DATA PROTECTION POLICY

1. Scope of data processing, data security

In order to fulfil its purpose, S-GE needs to exchange data. S-GE is aware of the requirement to handle sensitive data appropriately. Data will only be used for the purpose described in these Terms, for the performance of necessary tasks or for compliance with legal requirements. S-GE will continually check the accuracy and completeness of the data it holds and update these on an ongoing basis. Data capture and data processing will comply with Swiss law on data protection (DSG; SR 235.1) and the federal law on unfair competition (UWG; SR 241). Data will be collected in as far as they are required for S-GE to fulfil its purpose. Data which is no longer required will be destroyed. S-GE will take appropriate measures to ensure data security. S-GE will restrict access to confidential information to only those persons who require it in order to carry out their work.

If the services offered by S-GE are abused, in particular if there is a suspicion of criminal activity, data supplied by Cleantech Companies and visitors may be evaluated to clarify the facts of the case and, on request, passed on to the competent authorities.

2. Data on Cleantech Companies registered on the Platform

When registering on the Platform, the Cleantech Company provides S-GE with the following information

and data:

1. trade name and logo/trade mark
2. date of incorporation; number of employees
3. domicile, address and other contact details (contact person, e-mail-address, phone and fax number, website) of the Company
4. company profile (scope of business, areas of activities, product information)
5. information on existing and intended activities in foreign markets
6. Links to social media, websites and other relevant information to help the visitor learn about the companies cleantech products and services
7. Business interests

The information and data is collected and processed in order to perform the contractual relationship with the registered Cleantech Companies.

Data according to para. 1 – 4 in list the list above (“Profile Information”) is published in the online profiles according to para. 2.1. of the Terms.

3. Confidentiality and Disclosure of data to third parties

S-GE may in addition to the registered Cleantech Companies provide all the above-mentioned information and data to third parties, such as the Departments of the Swiss Confederation (in particular SECO, SFOE, FOEN) and with entities of S-GE or related to it in Switzerland and abroad (in particular Swiss business hubs (SBH) and Swiss embassies) for processing on its own behalf.

The data Cleantech Companies declared confidential will not be disclosed to everyone on the Internet. Listings of Cleantech Companies may be disclosed only to third parties with a strong and evident commitment to promote the export of the concerned Swiss Cleantech Companies as described in chapter 2.1.

When passing data to third parties, S-GE will always ensure that the third party respects the applicable data protection laws.

4. Information

Registered Cleantech Companies may be contacted by S-GE, its contact points abroad and networks operating in an alliance with S-GE at home or abroad or by service partners during the period of registration on the Platform and thereafter by letter, telephone, and e-mail and updated on general business activity. Any parties wishing not to receive information and updates can make this known to S-GE.

S-GE will regularly update the registered Cleantech Companies with market information, business opportunities, events and exhibitions etc. via a Newsletter sent by e-mail. Any registered Cleantech Company not interested in receiving the Newsletter can unsubscribe from the service at any time.

5. Access to data

Users of the Platform and registered Cleantech Companies can request information on whether data about them have been processed and request access to the data, in line with Article 8 of the Swiss law on data protection (DSG). This may be done by sending the request by e-mail to exporthelp@s-ge.com.

IV. FINAL PROVISIONS

The relationship between S-GE and the registered Cleantech Companies and Experts shall be governed exclusively by Swiss law.

The Courts of Law at the domicile of S-GE shall have exclusive jurisdiction with regard to any dispute

arising from or in connection with these Terms or any other contract between S-GE and both the users of the Platform or the registered Cleantech Companies and Experts irrespective of the legal basis.

S-GE reserves the right to amend these Terms at any time without stating reasons. The new Terms will be displayed on the Platform or may be sent to the registered Cleantech Companies by e-mail. By continuing to use the Platform, the user of the Platform, the registered Cleantech Company or the Expert agree to the changes.