

Terms of Use for Cleantech CUBE

I. COMMON TERMS

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

Switzerland Global Enterprise has been appointed by the Confederation to perform a range of promotional activities based on various service agreements. These activities concern Swiss exports and the promotion of Switzerland as a business location. As part of its export promotion work, Switzerland Global Enterprise helps SMEs from Switzerland and Liechtenstein at every turn as they attempt to turn their export concepts into reality.

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

To fulfil this remit, S-GE provides a web-based tool called “Cleantech CUBE” 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, Cleantech CUBE consists of a restricted access data base on which Cleantech Companies may upload information on activities in foreign markets.

The term “cleantech” 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 worldwide cleantech sectors are growing markets. For Switzerland, positioning itself as a cleantech centre represents an opportunity to create high and simultaneously sustainable value-added in the innovation-intensive area of efficient use of resources and energy.

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

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 “Cleantech CUBE” may register with “Cleantech CUBE”. Additionally, associations based in Switzerland who are promoting cleantech, renewable energies, environmentally sustainable products and services may also apply to register.

Registration with Cleantech CUBE is free of charge.

2. Scope of Cleantech CUBE

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

S-GE operates and maintains a web-based tool for the Federal Administration called Cleantech CUBE which is accessible via its website (www.s-ge.com).

Within the framework of the Cleantech CUBE, 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 (henceforth "Profile Information") is published.

Additionally, Cleantech CUBE includes a restricted access database in which confidential information on activities in foreign markets is collected and processed

Registered Cleantech Companies are entitled to update correct or delete the information provided in Cleantech CUBE at any time.

S-GE may make changes to the information in the profile supplied by the company to improve its completeness based on publicly available sources of information, these may include, but are not restricted to, the company's official website, company managed social media content, articles published by the company. S-GE will notify the company when changes have been made.

S-GE shall provide a search engine enabling the website visitors to locate the registered Cleantech Companies by keyword or by business operating area.

S-GE is entitled but not obliged to provide the registered Cleantech Companies with information on business openings, newsletters, trends, investment and export opportunities, events etc.

To fulfil its remit S-GE is entitled but not obliged to classify the Profile Information as well as the restricted-access CUBE Data with regard to the respective foreign countries and to pass such data periodically to any third party (such as the Federal Administration, including the Swiss Federal Office of Energy, Embassies, Swiss Business Hubs, service partners).

2.2. Duties of registered Cleantech Companies

By registering with Cleantech CUBE the Cleantech Companies shall provide Profile Information as well as with the restricted-access CUBE Data. 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 CUBE Data up-to-date; they agree to update such information and data at least once per year with effect per 1st January.

3. Warranty and liability

S-GE endeavors to offer a steady service free of interferences. However, this only applies to services S-GE can influence. The registered Companies as well as the website visitors recognize that full and complete availability of the services at all times is technically impossible. S-GE may limit the accessibility of the Website and/or the Cleantech CUBE 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 Website Visitors can neither claim maintenance of single functions of the website and the Cleantech CUBE nor the general availability and use of any existing functions of the website and the Cleantech CUBE.

Content uploaded to the Company Profiles will not systematically be pre-checked by S-GE in respect to their content. 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 Website. The same shall apply for content of other websites linked by S-GE on its own website. However, S-GE reserves the right to amend uploaded information on publicly available sources of information such as company's website, official company social media channels.

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, website visitors, Service Partners 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 Cleantech CUBE or the deletion of the Online Profile shall be justified without notice or compensation in any case of a serious breach of these Terms of Use, 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 of Use, 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 with Cleantech CUBE

When registering with Cleantech CUBE, 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

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 of Use.

3. Confidentiality and Disclosure of data to third parties

S-GE may in addition to the registered 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 companies declared confidential will not be disclosed to everyone on the Internet. Listings of companies may be disclosed only to third parties with a strong and evident commitment to promote the export of the concerned Swiss companies as described in chapter 2.1.

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

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 with Cleantech CUBE 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

Visitors of the website 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 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 visitors of its website or the registered Cleantech Companies 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 website or may be sent to the registered Cleantech Companies by e-mail. By continuing to use the website or Cleantech CUBE, the visitors of the website or the registered Cleantech Companies agree to the changes.