

## Terms of use of the web platform [www.quint-essenz.ch](http://www.quint-essenz.ch)

[www.quint-essenz.ch](http://www.quint-essenz.ch) is operated by Health Promotion Switzerland and provides online services in quality development and project management in health promotion and prevention. These services include a project management tool, a community platform as well as a project database for professionals in health promotion and prevention. For the use of these services the following terms and conditions apply:

### 1 Registration

- 1.1 Users must first register in order to use the community platform, the project management tool or the project database. By registering, the user accepts and gives consent to these terms and conditions.
- 1.2 The user must confirm that all published data of persons, organizations and projects is true.

### 2 Use and rights

- 2.1 Personal use of the online services provided at [www.quint-essenz.ch](http://www.quint-essenz.ch) is free. Users are permitted to use and work with the tools wherever and whenever they wish. Commercial use of these online services and of single components is not permitted. Health Promotion Switzerland reserves all rights, including copyrights, associated with this program.
- 2.2 Health Promotion Switzerland will make efforts to keep the services online, free of errors and safe. You may use these services at your own risk. The online services are provided in the condition available and without any explicit or implicit guarantee. Secure online services are not guaranteed. The operator is not responsible for the actions, content, information and data of third parties.

### 3 Data protection and use

- 3.1 The operator may use registration data for purposes of surveillance and evaluation and is obliged to keep these data confidential and not to pass them on to third parties nor to use them for advertising purposes.
- 3.2 Project data entered by the users to the online project management tool and which have not been explicitly released for public viewing, can only be accessed by those users and other persons authorized by them. Data that has not been released for public viewing will be transmitted by SSL (Secure Sockets Layer).
- 3.3 Health Promotion Switzerland as the operator will not view project data that has not been released for public viewing. However, Health Promotion Switzerland is permitted to commission a third party to conduct an anonymized statistical evaluation of the metadata of projects, organizations, groups and users and to present this data in aggregated and anonymized form. This would cover the following data:
  - from user registrations:
    - number of registered users and their chosen language setting
    - origin of users
    - standard keywords
  - from the project metadata:
    - number of projects with origin (country, postal code for projects in Switzerland, project owner)
    - scope of projects (project length and overall costs)
    - standard keywords
    - user statistics on pages
    - documents and chosen fields

- from the profiles of organizations:
    - number of registered organizations
    - origin of organizations
    - standard keywords
  - from group profiles:
    - number of groups and members
    - number of contributions
    - standard keywords
- 3.4 Health Promotion Switzerland may display an activity index calculated from the data of profiles released for the public, namely the following:
- user data: number of login sessions and number of memberships in groups, number of contributions in the forum, number and types of roles in projects, number of ownerships of descriptions and assessments of projects
  - data on organizations: number of registered members of the organization, number of projects, activity scores of the members, numbers of services published
  - data on groups: number of groups, activity within the group
- 3.5 Users who release data for publication confirm that they have all rights to publish these data. Health Promotion Switzerland is not responsible for the publication rights of users of [www.quint-essenz.ch](http://www.quint-essenz.ch).

#### **4 Rights of Health Promotion Switzerland and third parties**

- 4.1 Users who release copyrights for publication confirm that they have all rights to do so. Health Promotion Switzerland is not responsible for the ownership of copyrights of users of [www.quint-essenz.ch](http://www.quint-essenz.ch).
- 4.2 Users agree not to publish any content at [www.quint-essenz.ch](http://www.quint-essenz.ch) or to take any actions that violate the rights of other persons or the law.

#### **5 Support, maintenance and data safety**

- 5.1 Health Promotion Switzerland does not offer telephone support but allows users to ask questions and to report errors by using the online form (English, German and French).
- 5.2 Users have round-the-clock access to the website and the online project management tool. Health Promotion Switzerland reserves the right to interrupt the service periodically to carry out maintenance work. Such maintenance work will generally be announced at least a week in advance and will be posted clearly on the website.
- 5.3 Health Promotion Switzerland will save data contained in the entire database once a day. In the event of the system crashing, it is possible to recoup data but it is not possible to recoup certain project data from earlier versions. The operator therefore recommends that all users regularly save a local version of their project data (as a report) to avoid data loss such as through incorrect use or accidental deletion.
- 5.4 The operator reserves the right to carry out changes and updates to the online services at any time.

#### **6 Closure**

- 6.1 If the operator decides to shut down the operation of the online services provided at [www.quint-essenz.ch](http://www.quint-essenz.ch), the closure will be clearly announced on the website. Furthermore, the operator will inform all registered users per email about the decision with a notice period of at least three months.

#### **7 Disclaimer and Limitation of Liability**

- 7.1 Use the online services at your own risk. The operator accepts no responsibility whatsoever as far as the correct and safe use and application of the platform is concerned, namely

- the methodological safety and completeness of the online services provided. The users themselves are responsible for the results of the work carried out with the project management tool and on the community platform, such as project and program-planning,
  - interruption-free operation of the online services and access to the project management tool. Users must be prepared for disruptions and
  - backup of data.
- 7.2 The operator shall not be liable for any losses or damages, which may occur to users through using the online services, or through deficiency, access disruptions, breakdowns and associated data loss or the closure of the website.

## **8 Debarment due to not adhering to terms and conditions**

- 8.1 The operator may, according to the facts of the case and explicitly in the case of the following violations, with or without warning block access to the online services, close the user account of users who do not adhere to these terms and conditions or who misuse the online services, or delete data:
- Use of the web platform for commercial purposes (advertising) not related to quality development and project management in health promotion and prevention
  - Use of the web platform for unapproved communication of advertisement, e.g. SPAM
  - Illegal structure marketing, for example pyramid schemes
  - Contests and sales campaigns or the like without our written permission
  - Publication of offensive, in particular violence glorifying, racist, pornographic or other illegal content or morally objectionable use of the web platform
  - Use of the platform for political purposes not directly related to health promotion and prevention
  - Offensive, defaming or abusive content
  - Illegal, misleading, malicious or discriminating actions
  - Harassment, intimidation or the like
  - Use of abominable, threatening or pornographic content
  - Actions that block, burden or otherwise impact the correct operation of the online services
  - Attempting to gain unauthorized access to the data of the online services or to manipulate or delete these
  - Distribution of viruses or other malignant code
  - Obtaining login information or access to an account belonging to another person

## **9 Validity of Terms and Conditions**

- 9.1 These terms and conditions are valid for the duration of the use of the online services by registered users.
- 9.2 Users may revoke the publication of their profile data (personal, organizational, project and group profiles).
- 9.3 The operator reserves the right to change these terms and conditions at any time. In such cases, users will be informed of the changes and asked to accept the amended terms and conditions within three months, if they wish to continue using the online services. If the amended terms and conditions are not accepted, the right to use the online services expires. The user account will be blocked.

These terms and conditions as well as any claims that may occur between users and the operator are subject to Swiss law.

For all claims, causes of action or cases directed to the operator or that arise from these terms and conditions or the use of the online services or from the connection to these, Switzerland's civil courts in Bern shall have exclusive jurisdiction.