

## TERMS OF USE

For the website accessible at <https://www.sdea.ch/>, including its subdomain <https://label.sdea.ch> (the **Website**), and any other products and/or services available at the same URLs (together the **Services**), which are provided by Swiss Datacenter Efficiency Association, c/o asut, Association Suisse des Télécommunications, Hirschengraben 8, 3011 Bern, Switzerland (**SDEA, we, us or our**).

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### 1. Acceptance

Any access or use of the Website are subject to these ToU. Anyone who accesses, browses and/or uses the Website (a **User or you**) acknowledges to have read, understood and agreed to these ToU.

### 2. Access and Internet

You are responsible for procuring at your expenses the equipment and software (computer, software, telecommunication means, etc.) required to access the Website, and for the payment of any costs incurred through their use.

The use of the Internet involves risks, in particular that the data transmitted may be intercepted, altered or deleted. By using the Website, you accept these risks. We decline all responsibility in this respect.

### 3. Intellectual property

*In General.* We and our licensors own the copyright and all intellectual property rights in and to the Website, the content published on the Website (the **Content**) and the Services. Subject to your compliance with the ToU and any additional applicable terms referred to on the Website, we grant you a non-exclusive, non-transferable, revocable and limited license, without the right to sublicense, to access the Website and the Content strictly for the purpose of using the Services in accordance with these ToU. We and/or our licensors reserve all rights on the Website, the Content and the Services not expressly granted herein. In particular, the SDEA label is protected by intellectual property rights owned by us and its use is not authorized unless specifically authorized by us.

*Infringement.* If you think that the Website, the Content or the provision of any Services infringe any copyright or other intellectual property right, you may at all times contact us at [info@sdea.ch](mailto:info@sdea.ch) and we will investigate your request.

### 4. Privacy and data protection

Our privacy notice is accessible at <https://www.sdea.ch/privacy-notice>.

### 5. Undertakings of Users

*Restrictions.* You must at all times comply with these ToU and all laws and regulations applicable to the use of the Website. Subject to mandatory law to the contrary, you are not allowed to (i) copy, modify or create derivatives of any part or all of the Website, Content and/or the Services; (ii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Website, Content and/or the Services or any part of their infrastructure available to any third party; (iii) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website or of its infrastructure, nor incorporate any Content into another application or medium; (iv) access or use the Website for the purpose of building a competitive product or service or copying its features or user interface; (v) access the Website's code, attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website or its infrastructure; (vi) and gather the email addresses or other Content available on the Website for purposes of spamming or for any non-personal or commercial purposes.

*Representations and warranties of Users.* You represent and warrant that your use of the Website shall not (i) infringe, or cause a third party to infringe, any applicable law or regulation; (ii) infringe any intellectual property right, or other proprietary rights or right of publicity or privacy; (iii) include incomplete, false or inaccurate information about yourself, or any information about any other individual, company or other legal entity; and (iv) alter the Website, or insert any malicious software into the Website or its infrastructure

### 6. Amendments, Suspension and Termination of Use

We reserve the right, at any time, without having to provide any justification therefore, to modify or temporarily or permanently stop, or remove the Website, any Content and/or any Service, with or without notice, without incurring any liability. We reserve the right to remove or delete any Content.

### 7. No Warranties and Liability

*In General.* The Website, Content and Services are provided to you "as is" and "as available". To the maximum extent permitted by applicable law, we disclaim all warranties in connection therewith, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of

third-party rights. In particular, we do neither represent nor warrant that: the Website, Content and Services will meet your requirements; the operation of the Website will be uninterrupted or error-free, or free from virus and malicious software; the Content will be error-free; any errors will be corrected; we will ensure continued compatibility of the Website with any third-party products, even if they were compatible at any given moment; the Website will always be available and remain available unchanged. The use of the Website, Content and Services is entirely at your own risk, and we expressly disclaim any warranties regarding your use thereof and/or any decisions taken based on the insights gained from your use thereof.

Third-party content. The Website may contain contents provided or maintained by third parties, or links to such contents. These links are provided solely as a convenience to the Users and not as an endorsement by us of such contents. We assume no responsibility or liability in relation therewith.

No liability. To the extent permitted by applicable law, we waive all liability for any direct, indirect, consequential or special losses or damages of any kind whatsoever, arising from, or in connection with, the access and use of the Website, including reliance on any of the Content. Without prejudice to the generality of the foregoing, to the extent permitted under applicable law, we disclaim any liability for damages or losses, whether foreseen or foreseeable, or whether we have been advised of the risk thereof, related to the loss of use, interruption of business, loss of actual or anticipated profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data, or any other indirect, special, incidental, exemplary, or consequential damages or losses of any kind, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

## 8. Miscellaneous

Severability. If any provision of these ToU is or becomes invalid, unenforceable or non-binding, this shall not affect any other provision thereof. In such event, such invalid, unenforceable or non-binding provision shall nonetheless be enforced to the fullest extent permitted under applicable law, insofar as the invalid, unenforceable or non-binding provision shall be replaced by a valid, enforceable and binding provision reflecting to the greatest extent possible the intent of the original provision.

Governing Law. These ToU and the use of the Website are governed by and construed in accordance with Swiss substantive law, without reference to its conflict of laws provisions.

Jurisdiction. Any dispute or difference arising out of or in relation to these ToU or the use of the Website shall be subject to the exclusive jurisdiction of the ordinary courts of the Canton of Berne, subject to the right of appeal to the Swiss Federal Tribunal.

## 9. Contact

For any questions regarding the Website or the ToU, you may contact us at [info@sdea.ch](mailto:info@sdea.ch).

## 10. Amendments

These ToU may be amended from time to time, in which case you will be notified by any appropriate mean (including via email or the Websites, e.g. banners, pop-ups or other notification mechanisms). By continuing access or use of the Website after any amendment of the ToU, you agree to be bound by any such amendment

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