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General Terms and Conditions when using SwissKnowledge Online Services

The term SwissKnowledge refers to both the service under this contract and the SwissKnowledge plc.

Introduction

This document stipulates the Terms & Conditions (Terms) the SwissKnowledge websites are subject to. If you register as User of SwissKnowledge you accept these Terms.

SwissKnowledge carries out its services under various Top Level domains (SwissKnowledge.ch, SwissKnowledge.eu, etc.) as well as various sub domains and aliases of these domains. Any website where SwissKnowledge offers services of SwissKnowledge will in the following be referred to as "SwissKnowledge-Website". These terms regulate the relation between the User and SwissKnowledge, regardless of which SwissKnowledge Website the user has registered or logged in.

User places a contract regarding the use of SwissKnowledge services with SwissKnowledge plc, Lehmgruebstrasse 1, CH-8733 Eschenbach, Switzerland. Further contact information, the commercial register details as well as the name of person authorised to represent SwissKnowledge plc can be found under [Information](#). The services offered by SwissKnowledge are available exclusively to those at least 18 years of age and legally able to place contracts.

The user can read, print, download or save these Terms at any time, also after placing the contract, via the link "Terms" found on the SwissKnowledge websites.

1 Agreement

1.1 The SwissKnowledge websites offer the registered private users following two types of service:

- a) a free Basic Membership, as well as
- b) payable service accessible on the SwissKnowledge websites.

Also, the SwissKnowledge websites offer the registered commercial users following two types of service:

- a) a free Basic Membership, as well as
- b) payable service accessible on the SwissKnowledge websites. Both private users and commercial users will be referred to as User in the following Terms.

1.2 Details about the payable service can be found on the SwissKnowledge websites under "Orders". The prices quoted thereunder are binding. Payments for the Market Presence Membership, the Internal Job Offering Membership and the Publish Job Offering are due for the whole period immediately upon invoice. User can pay the amount due following the debit procedure offered online, particularly via payment with any major credit card, or the online debiting service. In the event of a debiting process failure, User will carry any costs incurred for this reason, particularly any bank fees deriving from returning debit entries and comparable fees to the extent User represents the act causing the costs incurred. SwissKnowledge can transmit the invoices regarding the fees for Market Presence Membership, the Internal Job Offering membership and the publish Job Offering via e-mail. SwissKnowledge will also make the invoice available for download during one (1) year after the invoice date.

1.3 Any service or content offered on the SwissKnowledge websites may only be used with SwissKnowledge's prior written permission.

1.4 SwissKnowledge will only make User's data and/or information available to other users in as far as the data and/or information is in accordance with these Terms and has been made available by User within SwissKnowledge. SwissKnowledge may remove any illegal content from the SwissKnowledge websites without prior notice.

1.5 User acknowledges that a complete availability of the SwissKnowledge websites is technically not possible. SwissKnowledge however endeavours to maintain the availability of the SwissKnowledge websites constant. SwissKnowledge's performance is subject to servicing, security or capacity issues, along with any causes beyond its reasonable control, such as disruption of the public communication systems, power failure, etc., which may lead to temporary disturbance or interruption of the services made available by SwissKnowledge.

1.6 SwissKnowledge offers User a platform to bring User together with other Users, and makes technical applications available for the sole purpose of facilitating the general contacts between Users. SwissKnowledge does not participate in the communication between the users. In case of agreements between Users of the SwissKnowledge websites, SwissKnowledge is no party to the said agreement and will not accept any responsibility or liability deriving therefrom. User is solely responsible for the processing and the completion of all agreements reached with other Users. SwissKnowledge cannot be held liable in event that any contract instigated through a contact via SwissKnowledge websites does not reach an agreement. SwissKnowledge is not liable for any User's breach of duty under the terms of a agreement between Users.

2 Registration, assurances upon registration, completion of agreement

2.1 User is required to register prior to using any service available on the SwissKnowledge websites.

2.2 User warrants that any information provided by him/her upon registration is complete and accurate. User is required to update his/her data within 2 weeks of their modification. User is not permitted to use pseudonyms or aliases.

2.3 User warrants that he/she is legally responsible at the time of registration.

2.4 Upon registration User will choose a password. User will keep his/her password confidential. SwissKnowledge will not pass on User's password to a Third party and will not ask User for his/her password at any given time.

2.5 When completing the registration process the User places an offer for an agreement concerning the use of the SwissKnowledge websites' services.

SwissKnowledge will accept this offer by clearing the User for the services of the SwissKnowledge websites. The contract between User and SwissKnowledge is closed upon this clearance.

2.6 SwissKnowledge cannot technically guarantee that a User registered on SwissKnowledge websites is in fact the same person User claims to be. SwissKnowledge will therefore not warrant the true identity of any given User.

2.7 Should User not be bound by Swiss law and the jurisdiction of SwissKnowledge, he/she will carry any responsibility deriving from using SwissKnowledge. In case of doubt the use of SwissKnowledge by this User is not permitted.

3 Right of withdrawal by User

If User is registered with SwissKnowledge for a purpose other than his/her's commercial or self-employed professional activity, the following terms will apply.

3.1 Right of Withdrawal

User can withdraw his/her membership registration for both the free and the payable service within two (2) weeks, in writing and without indication of any reason. The respite will commence upon membership clearance by SwissKnowledge.

The term of respite is respected when the withdrawal is sent in due time. The withdrawal can be transmitted to SwissKnowledge via the contact form available on SwissKnowledge's websites.

The right to end the contract according to pt. 6 of these Terms will not be affected by the right of withdrawal according to this pt. 3.

3.2 Premature expiry of the Right of Withdrawal

The Right of Withdrawal will expire prior to the two-week term according to pt. 3.1 if

SwissKnowledge has, upon explicit request of User, commenced rendering services the User registered for, or

if User has, on his/her own accord, commenced using SwissKnowledge services he/she registered for (e.g. by using services made available by SwissKnowledge upon User signing up for membership).

3.3 Consequences of Withdrawal

In case of an effective Withdrawal, any service received by both Parties is to be returned in accordance to the legal provisions. If User cannot return the service, partially or completely, or only in deteriorated condition, he/she is bound to compensate SwissKnowledge. Payment of any such compensation is due by User within 30 days of sending his/her Declaration of Withdrawal.

4 Duties of the User

4.1 The User is required

4.1.1 to provide only accurate and truthful information in his/her profile and communication with other Users, and not to use pseudonyms or aliases;

4.1.2 to provide only such photographs of User on the SwissKnowledge websites that are not older than five (5) years and where User is clearly recognisable. User warrants that he/she owns or controls the rights to the photographs he/she transmits for posting on SwissKnowledge websites. Transmitting photographs or images of

other or non-existing persons is prohibited. The photographs transmitted by User may not contain any logos.

4.1.3 to provide SwissKnowledge websites with an official logo of his or her firm that meets the company's requirements and is of good technical quality. User warrants that he/she own or controls the rights to the logos he/she transmits for publication on SwissKnowledge websites. Transmitting logos of other or non-existing firms as well as photographs is prohibited.

4.1.4 to respect the applicable laws and any rights of Third Parties when using the contents and services of the SwissKnowledge websites. The User is specifically prohibited from publishing insulting, racist or defamatory materials, regardless whether these contents concern other Users, SwissKnowledge employees or other persons or firms; using pornographic materials or such that are unlawful according to juvenile law; or advertising, offering or distributing pornographic materials or such that are unlawful according to juvenile law; inconsiderably importuning other Users (especially spamming) (cf Art. 3 lit. o of the Swiss Law against Unfair Competition); using legally protected materials (e.g. any material protected by copyright, brand, patent, registered design or utility patent law) without legal authorisation; advertising, offering or distributing legally protected goods or services, as well as committing or promoting unlawful acts according to Competition Law, including but not limited to progressive client solicitation (e.g. chain, snowball or pyramid systems) or advertising unlawful gambling.

4.1.5 refrain from following importuning acts, even if they are not unlawful according to the law:

mailing chain mails;
mailing identical private messages to several recipients at the same time;
conducting, soliciting and promoting marketing operations such as multi-level marketing or multi-level network marketing, or any suggestive or sexually inappropriate communication (explicit or implicit).

4.2 The User is not allowed to:

use mechanisms, software or scripts when using the SwissKnowledge websites; User may however use the interfaces or software made available to him or her on the SwissKnowledge websites in the scope of the SwissKnowledge services;
block, overwrite, modify, copy, insofar it is unnecessary for the appropriate use of the SwissKnowledge websites' services (Robot or Crawler Search Engines are for example not necessary for the proper use of the SwissKnowledge websites' services and therefore explicitly prohibited);
distribute and make publicly available content of SwissKnowledge's or other Users' websites; commit any act that may impinge on the functionality of the SwissKnowledge infrastructure, specially overloading.

5 Change of service on SwissKnowledge websites

SwissKnowledge reserves its right to change or modify the services made available on the SwissKnowledge websites.

6 Termination of contract, reimbursement of previously transferred monetary payments

6.1 User can terminate the free Basic Membership at any time without indication of reasons. The notice can be forwarded to SwissKnowledge using the functions displayed on any SwissKnowledge website. For giving notice the User will be identified with his or her User name mail account and his or her password.

6.2 User and SwissKnowledge can terminate membership (cf. 1) without indication of any reason and respecting a delay of 2 (two) weeks prior to the end of the registration process or at the end of a period of prolongation. The notice can be forwarded to SwissKnowledge using the functions displayed on any SwissKnowledge website. When giving notice, the User shall be identified with his or her User name mail account and his or her password. After termination of the payable membership by the User, he or she can continue the free Basic Membership until its expiration. The regulations under this point do not limit both parties' right of terminating the contract for serious reasons.

6.3 A serious reason for SwissKnowledge is especially the case when continuing the contract until the completion of the term would be unreasonable or unacceptable for SwissKnowledge; after having considered all circumstances and the individual case in question, and after weighing all of SwissKnowledge's interests. Important reasons include, but are not limited to, the following:

User does not respect statutory provisions; User disregards his or her contractual obligations, esp. those deriving from pt. 2 and 4 of these Terms; the SwissKnowledge services' reputation have been irreparably damaged due to the presence of the User (e.g. when it appears, after the User has registered, that User was convicted of a deliberate crime, and other Users know of this conviction); User advertises associations or communities, their methods or activities, that are under investigation by security, juvenile or other investigative authorities; User damages one or several Users; User is member of a controversial sect or religious community.

6.4 In case of an important reason according to pt. 6.3 and regardless of a termination according to 6.2, SwissKnowledge can instigate following sanctions against User:

Delete material uploaded by the User,

give a warning or

block access to SwissKnowledge websites' services.

6.5 In the following cases the User's right to reimbursement of previous monetary transfers is excluded:

SwissKnowledge terminates the contract according to pt. 6.3 for an important reason;

SwissKnowledge blocks the User's access according to pt. 6.4, or

the User terminates the contract.

7 Responsibility for content, data and/or User information

7.1 SwissKnowledge refuses any liability for the material (contents, data and/or information) uploaded by Users onto the SwissKnowledge websites, as well as content of linked external websites. SwissKnowledge refuses any liability concerning the accuracy and/or truthfulness of these contents, or their meeting or answering any specific purpose.

7.2 As soon as any User notices an unlawful or non-contractual use of the SwissKnowledge websites (incl. use of pseudonyms or misleading identities) he or she may notify SwissKnowledge of these acts using the form made available on the SwissKnowledge websites.

8 Customer Services / Support

The customer can transmit questions or explanations about SwissKnowledge services via the contact form made available on all SwissKnowledge websites.

9 Liability

To the full extent allowed by applicable law, SwissKnowledge disclaims any liability for any damages of any kind, independently from any legal reason (including auxiliaries).

The above disclaimer does not include deliberate or wantonly negligent damage.

Bodily harm claims or tangible damage claims under the Product Liability Law remain intact.

10 Disclaimer

10.1 SwissKnowledge accepts no liability from any claims, including damage liability claims, that other Users or Third Parties may present to SwissKnowledge under infringement of their rights due to material made available by User on the SwissKnowledge websites. 10.1 SwissKnowledge furthermore accepts no liability from any claims, including damage liability claims, that other Users or Third Parties may present to SwissKnowledge under infringement of their rights due to services available on SwissKnowledge websites and used by User. User will bear any costs incurred from Third Party damages, including the legal representation costs incurred. All further rights and claims of SwissKnowledge remain intact.

The above duties of User are null and void insofar User does not represent the infringement in question.

10.2 If the rights of a Third Party are infringed upon by using User's material available on SwissKnowledge websites, User will, upon SwissKnowledge's request at his or her own costs, either acquire the necessary rights or only use material that is copyright-free. If the rights of a Third Party are infringed upon by the User using services available on SwissKnowledge websites, User will, upon request of SwissKnowledge, refrain immediately from illegal and/or unlawful use of this material.

11 Privacy policy

SwissKnowledge is aware that Users take the delicate matter of privacy issues seriously with regards to any personal data he or she transmits to SwissKnowledge. SwissKnowledge therefore respects all pertinent legal privacy protection regulation (Federal Act on Data Protection; European Data Protection Directive). Natural and legal entities accept that no other legal regulation of Data Protection will apply apart from the Federal Act on Data Protection and the European Data Protection Directive. Without due authorisation, SwissKnowledge will especially not transmit or make knowledgeable any private data of User to any Third Party. Details about SwissKnowledge's data processing procedures can be found in the Privacy Policy available on SwissKnowledge websites.

12 Other Provisions

12.1 The contract is based on the Terms valid at the moment of closing the agreement. There are no supplements.

12.2 SwissKnowledge reserves the right to modify these Terms at any time without indication of reason. SwissKnowledge will notify User about the changes in the Terms via e-mail or in another appropriate way (online). The currently valid document can be found under www.SwissKnowledge.ch.

12.3 Unless agreed otherwise, User communicates with SwissKnowledge using the contact form available on all SwissKnowledge websites. SwissKnowledge transmits declarations to User via the e-mail address User has noted in the contact details of his or her User account.

12.4 If any of the Terms' provisions becomes void, the remaining provisions shall not be affected in any way. The contract partners agree to replace a void provision with a valid one that is as close as possible to the original commercial intent and purpose of the void provision. The same is valid for contractual omissions.

12.5 The place of performance shall be the seat of SwissKnowledge.

12.6 The exclusive place of jurisdiction shall be the seat of SwissKnowledge. SwissKnowledge can hold the User responsible at any other court.

12.7 Swiss Law is applicable; the Private International Law and the UN Convention on Contracts for the International Sale of Goods are not applicable.

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These terms are translated; it is the German text which shall apply for legal purposes.

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