

GENERAL TERMS AND CONDITIONS (GTCs) OF THE SWISS CONTINENCE FOUNDATION

1. GENERAL PROVISIONS

Effective date and scope

As of 1st January 2015 all services of the Swiss Continenence Foundation (hereafter **SCF**), in particular events and contracts between SCF and its customers, donors, partners etc. (hereafter **partners**) are exclusively subject to these GTCs, unless amended or declared inapplicable expressly through written agreement of the respective partners.

Provisions of the contractual partners of the SCF will have no contractual bearing and no legal effect on the SCF without express written agreement of both parties.

Offers made by the SCF, conclusion of contract

The validity of offers made by the SCF is limited to 30 days from the date of the offer. In addition, the SCF reserves the right to withdraw an as yet unaccepted offer at any time and with immediate effect.

Offers are valid only for the addressee. The acceptance of an offer from the SCF by the partner must not take any particular form and may be done verbally.

Acceptance of an offer by the partner results in the formation of a binding contract and in so doing the partner at the same time accepts these GTCs. The SCF will confirm the acceptance of the offer by the partner with a written confirmation.

Agents and substitutions

Unless otherwise agreed, the SCF reserves the right to call upon agents or substitute entities to fulfil its contractual obligations.

Contract termination and alterations

Unless otherwise contractually stated, the contract between the SCF and the partner ends with mutual fulfilment of the contractual conditions or through a legally valid statement of intent. Through mutual acceptance, a contract may be terminated or altered at any time. Contract amendments are to be made in writing and signed by all contracted parties, otherwise the SCF will not be bound by them.

Prices, price lists and particulars

Prices quoted by the SCF are in Swiss Francs (CHF) unless otherwise stated. The partner is exclusively liable for the costs of taxes (including value-added tax / sales tax etc.), fees and levies of any kind.

General price lists produced by the SCF, that is, those that are not intended for any one or several particular recipients, inclusive of prices listed on the internet, are indicative only and are not offers under the auspices of these GTCs. The SCF reserves the right to change such price lists and particulars at any time.

Delivery conditions

The SCF bears the risk for all deliveries commissioned by the SCF itself or by subcontracted transport providers. The risk for all other deliveries is borne by the recipient / partner.

Liability

The SCF is liable only in cases of wilful misconduct or gross negligence.

The SCF is not liable if the service provided by the SCF which resulted in the partner incurring damages was not used or employed in the agreed manner or if the main cause of the damages was the fault of the partner.

Data processing / handling of entrusted data

All data will be stored and accessed by the SCF using electronic data processing. Personal information will be stored confidentially and once saved will be appropriately secured against access by unauthorised persons. The partner declares that they are aware of the risks involved in using electronic data processing with regard to possible, limited access by third parties ("hacking"), and expressly agrees to the electronic data processing and the use of e-mail communication.

Patient or research data presented in the context of events organised by SCF remain the copyright of the presenters, unless otherwise stipulated. Unauthorised further use of such data is prohibited / punishable by law and offenders may be prosecuted.

Data entrusted by the partner by the SCF will be used for business purposes only. Without express prior consent, no such data will be passed onto third parties, nor used in the production of non-binding third-party offers.

In addition, the provisions of the Swiss Data Protection Law apply.

Severability clause

If any provision in these GTCs or in the concluded contract become wholly or partially invalid, the validity of the remaining provisions and agreements shall not be affected. The provisions in question shall be interpreted and supplemented that the intended business purpose is achieved.

Applicable law

Swiss law applies. In particular the Swiss code of civil procedure and Swiss substantive law applies exclusively without regard to the provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods).

Jurisdiction

The legal jurisdiction for disputes arising from the legal relationship between the SCF and its partners will be the domicile of the SCF.

2. EVENTS HOSTED BY THE SWISS CONTINENCE FOUNDATION

Registration procedure and programme / content.

The SCF regularly organises conferences. Participation in a conference is only permitted after prior online registration and payment of all charges in advance.

Participation does not entitle participants to influence the content or present at conferences. The conference programme and participation fees will be published on the SCF homepage a reasonable time in advance of the conference.

Conference content and participant fees published in the programme will be adhered to by the SCF to the best of its ability. The SCF reserves the right, however, to make changes at short notice. Alteration of the programme including cancellation of individual programme elements does not result in the right of participants to claim a full or partial reduction or refund of the participant fees.

Travel to and from the conference as well as the arrangement and cost of accommodation remains the responsibility of the participant.

Liability

The SCF accepts no liability for personal injury or damage to property sustained in the context of participation at a conference organised by the SCF. Exceptions to this limitation of liability are cases of wilful misconduct or gross negligence attributable to the SCF.

Terms of payment

Unless otherwise agreed, 100% of the registration fee is due immediately (in the case of online payment) or within 30 days (when invoiced). The SCF is only obliged to provide its services if payment is completed on time. In cases of non-payment, the SCF reserves the right to cancel the contract and to refuse participation to the party involved.

If the partner is unable to use the purchased service of the SCF (for instance in case of illness) following successful payment, an application for a maximal refund of 50% of the payment must be made 30 days before the date of service delivery. No refund is allowed if an application is made less than 30 days before the date of service delivery.

3. COPYRIGHT AND OTHER PROPRIETARY RIGHTS RELATING TO THE SCF

Unless a written agreement to the contrary is made, all rights (especially copyright, design and model rights) remain with the SCF.

If a transfer of such rights to the partner is agreed upon, transfer takes place only after full payment of the agreed price.

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