

Terms of use «Good-Practice»

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The online-platform www.good-practice.ch is providing services in project management and quality development, operated by Hubert Studer, Büro für Qualitätsentwicklung, and Günter Ackermann, Qualität & Evaluation.

1. General provisions

1.1. The following provisions apply to the use of the entire online platform www.good-practice.ch.

2. Registration

2.1. Users must first register in order to use the online offer. By registering, the user accepts and gives consent to these terms and conditions.

2.2. The user must confirm that all published data of persons, organizations and projects is true.

3. Use and rights

3.1. Personal use of the online services provided at www.good-practice.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. The operators reserve all rights, including copyrights, associated with this program.

3.2. The operators 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 operators are not responsible for the actions, content, information and data of third parties.

4. Data protection and use

4.1. The operators may use registration data for purposes of surveillance and evaluation and are obliged to keep these data confidential and not to pass them on to third parties nor to use them for advertising purposes.

4.2. Project data entered by the users to the online platform and which have not been explicitly released for public viewing, can only be accessed by those users and other persons authorized by them.

4.3. The operators are permitted 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.

4.4. The operators may display an activity index calculated from the data of profiles released for the public.

4.5. Cookies must be enabled for registration, login and use of all [good-practice.ch](http://www.good-practice.ch) functionalities.

5. Rights

- 5.1. Users who release copyrights for publication confirm that they have all rights to do so. The operators are not responsible for the ownership of copyrights of users of www.good-practice.ch.
- 5.2. Users agree not to publish any content at www.good-practice.ch or to take any actions that violate the rights of other persons or the law.

6. Support, maintenance and data safety

- 6.1. The operators do not offer telephone support but allow users to ask questions and to report errors by using the online contact form.
- 6.2. Users have round-the-clock access to the online platform. The operators reserve the right to interrupt the service periodically to carry out maintenance work.
- 6.3. The operators will save data contained in the entire database once a day at least. In the event of a system crashing, the last saved version will be uploaded.
- 6.4. The operators reserve the right to carry out changes and updates to the online services at any time.

7. Closure

- 7.1. If the operator decides to shut down the operation of the online services provided at www.good-practice.ch, the closure will be clearly announced on the website with a notice period of at least three months. Furthermore, the operator will inform all registered users per email about the decision.

8. Disclaimer and Limitation of Liability

- 8.1. Use the online services at your own risk. The operators accept no responsibility whatsoever as far as the correct and safe use and application of the platform is concerned. Accordingly, any corresponding liability is expressly excluded.
- 8.2. The operators 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.

9. Debarment due to not adhering to terms and conditions

- 9.1. The operators 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

10. Validity of Terms and Conditions

10.1. These terms and conditions are valid for the duration of the use of the online services by registered users.

10.2. The operators reserve 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, 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 operators are subject to Swiss law.

For all claims, causes of action or cases directed to the operators 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 Zürich shall have exclusive jurisdiction.

Hubert Studer, Büro für Qualitätsentwicklung and Günter Ackermann, Qualität & Evaluation

Zurich, January 1, 2021.