

# Terms of Use

Welcome to the Cotecna website (<https://www.cotecna.com>). These Terms of Use ("Terms") form a legally binding agreement between you ("User") and Cotecna, governing your access and use of the Site. By accessing, browsing, or using the Site, you affirm that you have read, comprehended, and consented to be bound by these Terms. These Terms are governed and construed in accordance with the substantive laws of Switzerland.

## 1 Limited License

### 1.1 License Grant

Cotecna hereby grants the User a non-exclusive, non-transferable, and revocable license to access and use the Site for personal, non-commercial purposes. This license is conditional upon the User's strict adherence to these Terms.

### 1.2. Restrictions on Use

The User is expressly prohibited from engaging in any form of direct or indirect commercialization, modification, adaptation, or creation of derivative works based on the Site's content, except when such actions are explicitly permitted in writing by Cotecna. Violation of these usage restrictions may result in the immediate revocation of the granted license and potential legal action.

## 2 Intellectual Property Rights

### 2.1. Rights and Protections

The Site's content, including texts, images, software, and trademarks, are protected by international intellectual property laws. Cotecna retains all rights not expressly granted herein.

### 2.2. Trademark Infringement

Unauthorized utilization, duplication, or misappropriation of Cotecna's trademarks, service marks, logos, or trade dress is strictly prohibited and constitutes a violation of intellectual property rights. Engaging in such activities may lead to legal consequences including, but not limited to, civil litigation and criminal prosecution.

## 3 Account Security

### 3.1. User Accountability

It is incumbent upon each User to rigorously safeguard the confidentiality of their account credentials, including passwords and usernames. Users bear full responsibility for all activities conducted under their account, ensuring that unauthorized access is prevented.

## 3.2. Cotecna's Protective Measures

Should there be any indication of security compromise or misuse of an account, Cotecna reserves the unequivocal right to immediately suspend or terminate User access to the Site.

## 3.3. Mandatory Incident Reporting

Users are obligated to promptly report any instances of unauthorized use of their account or any perceived security breaches to Cotecna.

# 4 Content Use

## 4.1. Prohibition of Commercial Use

Content on the Site is solely for personal, non-commercial use. Unauthorized commercial exploitation of any content is strictly prohibited.

## 4.2. User-Generated Content License

Users grant Cotecna a perpetual, worldwide, royalty-free license to use, adapt, and distribute any content they upload, in connection with the Site's operation.

## 4.3. Content Moderation

Cotecna reserves the right to monitor, edit, or remove any user submitted content at its discretion, particularly if it's deemed inappropriate or infringing.

# 5 Prohibited User Conduct

## 5.1. Unacceptable Actions

The User agrees not to engage in any deterioration, unauthorized downloading, DDoS attacks, hijacking of Content, attempts to bypass or damage security devices, phishing, or fraudulent activities within Cotecna's infrastructure.

## 5.2. Integrity and Availability Attacks

Any attacks on the integrity or availability of the Site and/or Cotecna's interests, reputation, or exclusive rights are strictly forbidden.

## 5.3. Prohibited Transmissions

Users must not transmit or disclose illegal, defamatory, or public order-contrary information via the Site.

# 6 Liability and Disclaimers

## 6.1. Content Disclaimer

The content on the Site is provided "as is" by Cotecna. All warranties, express or implied, regarding suitability, timeliness, completeness, or use of information are disclaimed.

## 6.2. Limitation of Liability

Cotecna is not liable for any direct or indirect damages resulting from the use of the Site. This includes financial loss, commercial loss, loss of profits, operating loss, loss of programs, or data.

## 6.3. Virus Disclaimer

Cotecna is not liable for any viruses, malware, or spam resulting from the use of the Website.

## 6.4. Third-Party Links

Cotecna disclaims responsibility for the content or practices of thirdparty sites linked from the Site.

# 7 Amendments to Terms

## 7.1. Right to Revise

Cotecna maintains the unilateral right to modify, alter, or otherwise update these Terms of Use at its sole discretion and at any time. Such amendments may be implemented without prior notice to Users. It is the responsibility of Users to regularly review the Terms to stay informed of any such changes.

## 7.2. User Acknowledgement and Acceptance

By continuing to access or use the Site following any amendments to these Terms, Users implicitly acknowledge and signify their acceptance of the updated or revised Terms. If a user does not agree to the amended Terms, they must immediately cease using the Site and its services.

# 8 Privacy and Data Protection

## 8.1. Adherence to Privacy Policy

Access and use of the Site are subject to the terms outlined in Cotecna's Privacy Policy, available at [Cotecna's Privacy Policy](#). This policy comprehensively details the methods of data collection, processing, and usage practices employed by Cotecna, ensuring transparency and adherence to data protection regulations.

## 8.2. Consent to Data Handling

By utilizing the Site, Users expressly grant their consent for Cotecna to collect, process, and share their personal data in a manner consistent with the stipulations outlined in the Privacy Policy. This includes, but is not limited to, the use of data for purposes of service improvement, user experience enhancement, and compliance with legal obligations. Users are encouraged to review the Privacy Policy in detail to understand their rights and Cotecna's commitments regarding data protection.

## 9 Jurisdiction and Governing Law

### 9.1. Applicable Law

The Terms herein are exclusively governed by and construed in accordance with the laws of Switzerland. This governance applies notwithstanding any conflict of law principles,

### 9.2. Dispute Resolution

In the event of any disputes, controversies, or claims arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, such matters shall be exclusively resolved within the jurisdiction of the competent courts located in Geneva, Switzerland.

## 10 Entire Agreement

### 10.1. Agreement Completeness

These Terms constitute the entire agreement between the User and Cotecna regarding the Site.

### 10.2. Exclusion of Other Agreements

No other agreements or representations, outside these Terms, are binding.

## 11 Contact and Feedback

For any inquiries, concerns, or feedback related to these Terms or the Site, contact Cotecna at <https://www.cotecna.com/en/contact>.