

# Terms of use of Terre des Hommes Suisse

Effective date: October 17, 2021

## Introduction

Welcome to the Terre des Hommes Suisse application. We want you to know and understand your rights and our rights with respect to the provision of the Services (as defined below).

## Terms of use of the Services

The Terre des Hommes Switzerland ("**TdH Suisse**") mobile application and the associated services (collectively, the "**Services**") are made available to you by Terre des Hommes Switzerland, whose head office is located at Chemin du Pré-Picot 3, 1213 Cologny-Geneva, Switzerland, subject to these Terms of Use of the Services (the "**Terms**") and in accordance with the Privacy Policy of TdH Suisse (the "**Privacy Policy**"). More information about the Services can be found at <https://terredeshommessuisse.ch/>.

You agree to abide by these Terms, and any additional terms and conditions that TdH Suisse provides to you in connection with the Services will form part of the Terms.

By accessing, using, or downloading information or materials to or from the Services, or by indicating your consent to these Terms by creating an account, clicking "sign up" or any similar mechanism, you agree to these Terms. If you do not agree to these Terms, do not access or use the Services.

If you are accessing or using the Services on behalf of a company or other entity, you represent that you have the authority to bind that entity and its affiliates to these Terms and that it is fully bound by them. In this case, the term "you" shall mean such entity and its affiliates. If you do not have such authority, you may not access or use the Services.

The TdH Suisse Services cannot be provided and the agreement described in these Terms of Service cannot be performed without TdH Suisse processing data about you and other TdH Suisse members, including your location data. The processing of the data you share with TdH Suisse, including your location data, is essential to the Services provided and is a necessary part of the performance of the agreement with you.

## Registration and account

The Services are intended only for persons who are of legal age to use the Services. If you are not of legal age to sign a binding contract in your country, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.

To use the Services, you must create an account. You agree to: (a) provide true, accurate, current and complete information about yourself ("**Member Profile**") and to (b) maintain and update your Member Profile. You agree that TDH may use your Member Profile to provide the Services you access or use and as defined in these Terms. If your Member Profile is inaccurate or outdated, or if TdH Suisse has reasonable grounds to suspect that your Member Profile is inaccurate or outdated, TdH Suisse has the right to suspend or terminate your account and deny you current or future use of the Services. In consideration of your use of the Services, you represent that you are not a person prohibited from receiving services under the laws of any applicable jurisdiction.

You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password, computer and mobile device while logged into the Services. You accept responsibility for all activities that occur under your

account or from your computer and mobile devices. TdH Suisse strives to use reasonable security measures to protect you from unauthorized access to your account. However, TdH Suisse cannot guarantee the absolute security of your account, your content (as defined below) or the personal information you provide, and cannot promise that its security measures will prevent third-party "hackers" from illegally accessing the Services or their content. You agree to immediately notify TdH Suisse of any unauthorized use of your account or password, or any other breach of security, and you confirm that you understand all risks of unauthorized access to your Member Profile and any other information or content you provide to TdH Suisse.

By virtue of certain of the Services connecting to the HealthKit (iOS) API, you hereby agree to be bound by the [HealthKit Terms of Service](#) (including the [HealthKit Privacy Policy](#)) in connection with your use of such Services.

By virtue of some of the Services connecting to the Google Fit (Android) API, you hereby agree to be bound by the [GoogleFitTerms of Service](#) (including the [Google Fit Privacy Policy](#)) in connection with your use of such Services.

## Content and conduct

### Content

You own the information, data, text, software, sound, photographs, videos, messages, or other materials that you upload to the Services ("**Content**"), publicly posted, privately transmitted or submitted via a third-party API (for example: a photo submitted via Instagram). You grant TdH Suisse a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, broadcast, and publicly display any Content and name, username, or likeness you post on or in connection with the Services in all media formats and channels now known or later developed, without compensation to you. This license terminates when you delete your Content or account.

You understand that you, and not TdH Suisse, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Services. TdH Suisse does not ordinarily screen or monitor Content posted on the Services by others and, as such, cannot guarantee the accuracy, integrity or quality of such Content. TdH Suisse may, in its sole discretion, screen, monitor, hide, refuse or remove any Content, or remove any Content that violates the Terms or is otherwise objectionable. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will TdH Suisse be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage arising from the use of any Content made available on the Services. You agree to bear all risks associated with the use of any Content made available in connection with the Services, including where such risks depend on the accuracy, completeness or usefulness of such Content.

You agree that TdH Suisse is not responsible for, and does not endorse, any Content posted on the Services. If your Content violates these Terms, you may be legally responsible for that Content. As between TdH Suisse and you, all Content will be non-confidential and non-proprietary and TdH Suisse will not be liable for any use or disclosure of the Content. You acknowledge and agree that your relationship with TdH Suisse is not a confidential, fiduciary or any other special type of relationship, and that your decision to submit Content does not

place TdH Suisse in a position that is different from the position of the general public, including with respect to your Content. Your Content will not be subject to any obligation of confidentiality on the part of TdH Suisse other than as set forth in the [Privacy Policy](#) and [your privacy settings](#), and TdH Suisse will not be responsible for the use or disclosure of any Content provided by you.

You authorize TdH Suisse to use your name and profile picture, as well as information about your activities and participation in challenges or events, in TdH Suisse articles or service releases, without compensation to you.

### Driving

The Services are intended for your personal, non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell for commercial purposes any portion of the Services, use of the Services or access to the Content. You may not use the Services to commit, or assist or encourage another party to commit, any of the following prohibited activities:

1. Copy, frame or reproduce any part of the Services;
2. Access services to monitor availability, performance or functionality;
3. Allow any third party to access the Services;
4. Use, copy, modify, create derivative works from, reverse engineer, decompile or otherwise attempt to extract the source code of the software underlying the Services or any part thereof, except as expressly authorized or required by law and, in any event, without providing prior written notice to TdH Suisse ;
5. Post, transmit, distribute or store any content, materials, information or data that: (1) is unlawful, obscene, defamatory, threatening, harassing, abusive or hateful or promotes violence; (2) is harmful or disruptive to the Services or third-party networks, equipment, applications, services or websites (e.g., viruses, worms, Trojan horses, etc.); (3) infringe, impair, misappropriate or otherwise violate the privacy, intellectual property, publicity or other personal rights, including, without limitation, copyrights, patents, trademarks, trade secrets or other proprietary information (including unauthorized use of domain names); or (4) are fraudulent or contain false, misleading or deceptive statements, claims or representations (such as "phishing");
6. Attempt to disrupt, impair, reduce or violate the integrity or security of the Services or another party's computers, services, accounts or networks (including, without limitation, "hacking," "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scans, surveys or other tests or any vulnerability assessment activity, or engage in or permit network or other activity that could compromise the integrity or security of the Services.), including any activities that typically precede attempts to breach security such as scans, surveys or other tests or any vulnerability assessment activities, or engage in or permit network or hosting activities that result in the blacklisting or other blocking of TdH Suisse's Internet Protocol space;
7. Avoid payment of taxes or fees payable by you in respect of the Services;
8. Committing an act that may harm minors;
9. Distribute or disclose any portion of the Services in any medium, including, without limitation, by automated or non-automated data replication;
10. Use any automated system, including, but not limited to, "bots," "spiders," "offline readers," etc., to access the Services in a manner that sends more requests to TdH Suisse than a human could reasonably produce over the same period of time using a conventional web browser;
11. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
12. Collect or harvest information about an identified or identifiable individual, including account names and information about users of the Services, from the Services;
13. Use the Services for inappropriate commercial solicitation;
14. Access any content on the Services through any technology or means other than those provided or authorized by the Services;

15. Submit to the Services or TdH Suisse any personally identifiable information, except as necessary to set up and operate your account;
16. Submit to the Services or TdH Suisse any information that may be protected from disclosure by applicable law;
17. Circumventing measures that TdH Suisse may use to prevent or restrict access to the Services, including, but not limited to, features that prevent or restrict the use or copying of any content or impose limitations on the use of the Services or the content thereof;
18. Violate any applicable law, ordinance or regulation, or encourage any conduct that may constitute a criminal offense or give rise to civil liability;
19. Remove any copyright, trademark or other proprietary rights notices contained in or on the Services; or
20. Perform any form of network monitoring or operate a network analyzer or packet sniffer or other technology to intercept, decode, extract or display packets used to communicate between servers on the Service or any data not intended for you.

You have a limited, non-exclusive right to create a hyperlink to the Services for non-commercial use only, provided that the link does not portray TdH Suisse or any of its events, actions or activities in a false, misleading, derogatory or otherwise defamatory manner, and provided that the linked site does not contain pornographic, illegal, offensive, harassing or otherwise objectionable material. You also have the right to implement RSS feeds located on the Services for your personal, non-commercial use, exclusively in the manner described on the Services. TdH Suisse reserves the right to revoke these licenses in general, or your right to use specific links or RSS feeds, at any time, with or without cause.

You understand that you are responsible for any charges associated with sending communications via your device. You hereby acknowledge that you have the right to communicate with your contacts via the Services.

You represent and warrant that: (i) you are authorized to create your account, whether as an individual or on behalf of members of your family (e.g.: your children) or team (e.g.: Your friends) or organization; (ii) you own the Content posted by you on or through the Services or you have the right to grant the rights and licenses set forth in these Terms; (iii) the posting and use of your Content on or through the Services does not, will not, and does not infringe upon the rights of any third party, including, without limitation, privacy and data protection rights, publicity rights, copyrights, trademark rights and/or other intellectual property rights; and (iv) you agree to pay all royalties, fees, and other amounts due as a result of the Content you post on or through the Services.

### Interactions with other members

As a neutral organizer, TdH Suisse is not directly involved in the actual interactions between members using the Services and sponsors. As a result, TdH Suisse has no control over the truthfulness, accuracy, quality, legality or safety of the postings made by members using the Services. TdH Suisse shall not be responsible for confirming the identity of any member. You should at all times use common sense and good judgment in dealing with any member or sponsor using the Services.

If you choose to use TdH Suisse's features to inform your contacts about the Services, track your activities or share your information with others (e.g., your sponsors), TdH Suisse may ask you to provide their contact information. TdH Suisse may contact this friend by sending them a one-time email or text message. You represent that you have permission to provide the contact information of third parties that you provide to TdH Suisse, that you have permission to use that information to contact (including to allow TdH Suisse to contact on your behalf) the third party, and that TdH Suisse may process that information in accordance with the [Privacy Policy](#).

### Third party

TdH Suisse or third parties may provide links to other Web sites or resources through the Services. TdH Suisse does not endorse and is not responsible or liable for any content, information, advertising, products or other materials on or available from such sites or resources. You acknowledge and agree that TdH Suisse is not responsible for the availability of such external sites or resources.

### Electronic communications

The Services may provide you with the ability to send similar messages and communications to third party service providers, your personal contacts, other members and/or TdH Suisse. You agree to use the communication methods available on the Services only to send communications and materials related to the subject matter for which TdH Suisse has provided the communication method to you, and you further agree that all such communications from you will become part of your Content and will be governed by the Terms of Use and applicable law. By using the communication methods available on the Services, you agree that (a) all communication methods are public, not private, communications between you and other third parties, (b) communications exchanged with third party service providers, advertisers or other third parties are not endorsed (b) communications with third party service providers, advertisers or other third parties are not endorsed, sponsored or approved by TdH Suisse (except as expressly stated by TdH Suisse) and (c) communications are not routinely pre-screened or post-screened, filtered, archived or otherwise controlled by TdH Suisse in any way, although TdH Suisse reserves the right to do so at any time in its sole discretion You agree that all notices, disclosures and other communications that TdH Suisse provides to you electronically have the same legal effect as if they had been sent in writing.

### Property rights

You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), any aggregated data based on Content on the Services, and any Content available or made available on the Services contain proprietary and confidential information that is protected by applicable intellectual property rights and other laws. Except as expressly permitted by applicable law or TdH Suisse or third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software or the Content made available on the Services (other than Content you may submit), in whole or in part.

TdH Suisse grants you a personal, revocable, non-transferable, non-exclusive, non-sublicensable right and license to access and use the Services; provided that you do not (and

do not permit any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code of, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right to the Services, except as permitted by law. You agree not to access the Services by any means other than through the interfaces provided by TdH Suisse.

The term TERRE DES HOMMES SUISSE, the TDH Suisse logo, and other TDH Suisse logos and product and service names are the exclusive marks of TDH Suisse and are the property of TDH Suisse, and you may not use or display such marks in any manner without the prior written permission of TDH Suisse. Third-party trademarks or service marks displayed on the Services are the property of their respective owners.

TdH Suisse reserves all rights not expressly granted herein.

### Comments

We welcome your comments, feedback, suggestions and other communications regarding the Services and the information and services that TdH Suisse makes available to you through the Services (collectively, "**Comments**"). If you provide Feedback, you hereby grant TdH Suisse a worldwide, non-exclusive, transferable, assignable, sublicensable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works of, publicly display, perform and otherwise exploit such Feedback and to use, manufacture, have manufactured, sell, offer for sale, import and export products and services based on such Feedback. For this reason, TdH Suisse requests that you do not submit any Comments that you do not wish to license as set forth above.

### Applicable law and jurisdiction

Any action related to the Terms, the Content, the Services and your relationship with TdH Suisse shall be exclusively subject to Swiss law. courts of Geneva shall have exclusive jurisdiction over any dispute arising from the interpretation and execution of these Terms of Use.

### Control of Services

These Services are controlled by TdH Suisse from its offices in Switzerland. TdH Suisse makes no representation that the Content or Services are appropriate or available for use in other locations. Accessing or using the Content or Services from territories where such access or use is illegal is prohibited. Anyone who chooses to access the Services from locations outside of Switzerland does so on their own initiative and is responsible for compliance with applicable local laws. You may not use or export the Content in violation of the Swiss Federal Data Protection Act ("**DPA**").

### Cancellation

You agree that TdH Suisse may, under certain severe circumstances and without notice, immediately suspend or terminate your account and/or access to the Services. Cause for such suspension or termination may include, but is not limited to, (a) violations of the Terms or other incorporated agreements, policies or guidelines, (b) requests by law enforcement or other government agencies (c) a request by you (self-initiated account deletion), (d) a major interruption or modification of the Services (or any portion thereof), (e) unexpected technical



or security problems, (f) extended periods of inactivity, and/or (g) non-payment of fees owed by you in connection with the Services. Termination of your account may include (x) removal of access to all offerings contained in the Services, (y) deletion of information, files and content associated with your account, and (z) prohibition of any further use of the Services. You further agree that any suspension or termination for cause shall be at the sole discretion of TdH Suisse and that TdH Suisse shall not be liable to you or any third party for any suspension or termination of your account or access to the Services. The following sections will survive termination of your account and/or the Terms: Content and Conduct, Proprietary Rights, Comments, Governing Law and Jurisdiction, and General.

## General

You agree that no joint venture, partnership, joint control, employment or agency relationship exists between TdH Suisse and you as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between TdH Suisse and you with respect to your use of the Services. TdH Suisse's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of TDH Suisse. TdH Suisse shall not have the right, in its sole discretion, to transfer or assign any or all of its rights under these Terms and shall have the right to delegate or use third party contractors to perform its obligations hereunder and in connection with the Services. Notices from TdH Suisse by e-mail, postal mail or notices, postings or links on the Services shall constitute acceptable notices under the Terms. A printed version of the Terms and any notices provided in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles and headings in the Terms are provided for convenience only and have no legal or contractual effect. All rights not expressly granted herein are reserved.

## Changes

Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages of the Services. TdH Suisse reserves the right to update these Terms of Use at any time and for any reason at its sole discretion. TdH Suisse will notify you of any material changes to the Terms, a service or any other feature of the Services. By continuing to access or use the Services after TdH Suisse has notified you of a change, you agree to be bound by the changed terms. If the modified terms are not acceptable to you, your sole remedy is to discontinue using the Services.

TdH Suisse and its third party service providers may make improvements and/or changes to the Services, products, services, mobile applications, features and programs described at any time and for any reason, in our sole discretion. The mobile application may download and install upgrades, updates and additional features to improve, enhance and further develop the Services. TdH Suisse reserves the right at any time to modify or discontinue, temporarily or permanently, the Services or any part thereof with or without notice. You agree that TdH Suisse



shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

### Support and questions

If you have any questions or comments about these Terms of Use, please contact TdH Suisse at [data@terredeshommesuisse.ch](mailto:data@terredeshommesuisse.ch) or by mail at the address below:

#### **Terre des Hommes Suisse**

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