

General terms and conditions

Art. 1

Applicability

The General Terms and Conditions apply to all contractual agreements between the members and the Foundation for Trade Information, Consulting, and Training in the Field of Development Cooperation and Humanitarian Aid (hereinafter referred to as cinfo) for the membership and use of Network cinfo knowledge and network platform.

Art. 2

Membership Criteria

Organisations that mainly focus on international cooperation (development cooperation, humanitarian aid, promotion of civil peace, and promotion of human rights) and that mostly employ professional, paid personnel for their work are eligible for membership in Network cinfo. The organisations have a relation to Switzerland in that they also employ IC professionals and junior staff. Moreover, international organisations can be admitted if they have a relation to Switzerland. This especially concerns international organisations that operate in Switzerland as well as educational institutions with a relation to IC.

Art. 3

Membership

Membership in Network cinfo provides the following benefits:

Access to Knowledge and Network Platforms

- Access to communities of practice (CoP) of cinfo
- Annual event for members of Network cinfo
- Special services: Access to information from the cinfo market monitoring

Special Prices

- Participation in courses and workshops for employees of the organisation at reduced prices

- Participation in symposiums, network events, and Forum cinfo at reduced prices
- Job postings in the online job database cinfoPoste at special prices

This special prices only apply in limited terms to educational institutions.

Services for educational institutions

Including privileged promotions of training courses.

Art. 4

Admission Procedure

The admission procedure is as follows:

- Application form with details on the legal form, purpose, size, and orientation of the organisation
- Admission procedure: Decision by the Foundation Board of cinfo
- Admission confirmation:
 - Confirmation of admission as member
 - General Terms and Conditions for Network cinfo

Art. 5

Authentication and Access Authorisation

Art. 5.1

Access to the services of Network cinfo is granted to anybody who authenticates himself when using services or the online platform. Authentication shall take place by indicating the membership or, in the case of online access, by entering the following details:

- User identification (hereinafter referred to as user ID)
- Personal password (numbers, letters, or combination of both)

cinfo may supplement or change the specified authentication details at all times.

Art. 5.2

cinfo will consider anybody who authenticates himself pursuant to section 5.1 as authorised to use the respective services of Network cinfo. cinfo may refuse to render services and to provide information and disclose details and insist on authentication of the authorised person in another form (signature or personal presence).

Art. 6

Diligence Duties of the Network User

In his capacity as user, the member shall ensure that all authentication details (see Art. 5.1) are kept secret by the authorised persons and are protected from misuse by unauthorised parties. The member shall bear all consequences resulting from the use or misuse of the authentication details.

Art. 7

Security, Exclusion of Liability of cinfo

Art. 7.1

Security during Online Use

Despite all state-of-the-art security precautions, absolute security cannot be guaranteed either on the cinfo side or on the user side. The terminal device of the authorised person is part of the system and is beyond the control of cinfo. In particular, the user acknowledges the following risks:

- Insufficient knowledge of the system and inadequate security precautions on terminal devices can facilitate unauthorised access
- Latent risk that a third party could stealthily intrude the terminal device during the use
- Risk of virus contamination of the terminal device when using a network (e.g. Internet)

Art. 7.2

Exclusion of Liability

cinfo does not assume any liability for the correctness and completeness of the information and data to which the user is granted access. In particular, details and generally accessible information such as reports, checklists, memorandums, downloads, etc. are provided without any obligation. Any liability of cinfo for damage that the user might incur

due to **transmission errors, technical defects, overload, interruptions, malfunction, illegal manipulation, and malicious damage is excluded.**

Art. 8

Membership Fee

Membership in Network cinfo takes place on the basis of an annual membership fee. Premature withdrawal from the agreement does not establish any claim to reimbursement of the membership fee.

The annual membership fee is as follows:

IC Organisations

- Normal fee: CHF 2'000.- (excl. VAT)
- Reduced fee: CHF 1'000.- (excl. VAT)
The reduced fee applies to organisations with a balance sheet total of less than CHF 1 million and fewer than 5 permanent employees.

Educational institutions

CHF 500.- (excl. VAT)

Art. 9

Exclusion and Blocking

cinfo may, at its own discretion, cancel the membership with immediate effect for good cause and withdraw the access of one or all authorised persons or block all services at all times and without specifying reasons and without prior notice of termination if it deems this to be necessary for specific reasons. The decision to exclude a member shall be made by the Foundation Board of cinfo and cannot be disputed.

Art. 10

Amendments to the Agreement

cinfo reserves the right to amend these Terms and Conditions and the service offer at all times. Such amendments will be communicated to the user in writing or in another suitable way and will be deemed approved unless objected to within one month from the announcement, but at any rate as of the next use of the services of Network cinfo.

Art. 11

Termination

Both parties may at all times terminate the membership and the agreement for use of Network cinfo online platform by written notice. Unless terminated, the membership will automatically be renewed.

Art. 12

Reservation concerning Statutory Provisions

Any statutory provisions governing the operation and use of telecommunication systems and networks are reserved and shall also apply to the use of the online service of Network cinfo from the date of their coming into force.

Art. 13

Adjustment of the Fees

cinfo reserves the right to introduce and adjust new membership fees and charges for the use of services within the scope of Network cinfo.

Art. 14

Choice of Law and Jurisdiction

The agreement for membership in and use of Network cinfo is governed by Swiss law. The place of fulfilment and jurisdiction for all types of proceedings is Biel, Switzerland.



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