



# Research Grant Application Portal (GAP)

## Terms & Conditions

### 1. Terms of Service

- 1.1. Your relationship with the Swiss Cancer League and or Cancer Research Switzerland's (hereinafter referred to as "SCL / SCR") regarding the Research Grant Application Portal (hereinafter referred to as the "System") is subject to the terms of a legal agreement. SCL / SCR's principal place of business is at Effingerstrasse 40, PO Box 8219, CH - 3001 Bern. The following terms and conditions (hereinafter referred to as the "Terms") govern the abovementioned relationship and in particular your use of the System.
- 1.2. Your use of SCL / SCR's services and website (hereinafter referred to as the "Services" and excluding any services provided to you by SCL / SCR under a separate written agreement) is subject to the terms of a legal agreement between you and SCL / SCR.

### 2. Accepting the Terms

- 2.1. In order to use the Services, you must firstly agree to the Terms. You are not entitled to use the Services if you do not accept the Terms.
- 2.2. Unless otherwise agreed in writing with SCL / SCR, your agreement will always include the terms and conditions set out below. You will accept the Terms either by:
  - 2.2.1. clicking to accept the Terms, where this option is made available to you in the user interface; or
  - 2.2.2. by actually using the Services. In this case, your use of the Services will be treated as a tacit acceptance of the Terms from that point onwards.
- 2.3. You may not use the Services if:
  - (a) you are not of legal age to form a binding contract, or
  - (b) you are a person barred from receiving the Services under the laws of Switzerland or other countries including the country in which you are resident or from which you use the Services.

### 3. Language of the Terms

- 3.1. The English language version of the Terms will govern your relationship with SCL / SCR. Any translation of the English language version of the Terms shall be provided to you by SCL / SCR for your convenience only.
- 3.2. In case of conflict between the English language version of the Terms and the translation, the English language version shall take precedence.

### 4. Provision of the Services by SCL / SCR

- 4.1. You acknowledge and agree that the form and nature of the Services which SCL / SCR provides to you will be adapted continuously without prior notice to you.
- 4.2. As part of this continuing innovation, you acknowledge and agree that SCL / SCR may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at SCL / SCR's sole discretion, without prior notice to you.
- 4.3. You acknowledge and agree that if SCL / SCR disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.



## **5. Use of the Services**

- 5.1. In order to access certain Services, you will be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to SCL / SCR will be accurate, correct and up to date at all times.
- 5.2. You assure to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 5.3. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by SCL / SCR, unless you have been specifically allowed to do so in a separate agreement with SCL / SCR.
- 5.4. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 5.5. Unless you have been specifically permitted to do so in a separate agreement with SCL / SCR, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- 5.6. You agree that you are solely responsible for (and that SCL / SCR has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which SCL / SCR may suffer) of any such breach.

## **6. Use of data**

- 6.1. SCL / SCR is registered under the Swiss Federal Act on Data Protection 1992 and complies with the provisions of the Act. Potential applicants are therefore reminded that in order for assessment procedures to be completed the SCL / SCR will process, circulate and store information provided by them. Data will be held securely and lawfully processed and not retained for longer than necessary. Data may also be used to compile published lists of award holders, which may be available on the Internet.
- 6.2. Electronically recorded application data on the website of SCL / SCR, will be automatically stored temporarily and can be retrieved up to one year after submission. These data do not count as having been submitted until the submission process has been completed.
- 6.3. You are entitled to give permission to a third person to edit your data. All users must be registered in the system in order to have access.
- 6.4. For the correct processing of the data, only documents within the maximal data size prescribed by the SCL / SCR can be accepted. If necessary, additional documents may be submitted in paper form. The SCL / SCR reserve the right to modify the maximal data size at any time.

## **7. Passwords and account security**

- 7.1. You agree and understand that it is your sole responsibility to maintain the confidentiality of passwords associated with any account you use to access the Services.
- 7.2. You will be solely responsible to SCL / SCR for all activities that occur under your account.
- 7.3. If you become aware of any unauthorised use of your password or of your account, you agree to notify SCL / SCR within 24 hours.

## **8. Proprietary rights**

- 8.1. You acknowledge and agree that SCL / SCR own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services



(whether those rights happen to be registered or not, and wherever in the world those rights may exist).

- 8.2. Unless you have agreed otherwise in writing with SCL / SCR, nothing in the Terms entitles you to use any of SCL / SCR's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- 8.3. In case you have been given an explicit right to use any of these brand features in a separate written agreement with SCL / SCR, you shall use such features in strict compliance with that agreement and any applicable provisions of the Terms.
- 8.4. SCL / SCR acknowledges and agrees that it obtains no right, title or interest from you under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 8.5. Unless you have agreed otherwise in writing with SCL / SCR, you shall be responsible for protecting and enforcing those rights. SCL / SCR shall have no obligation to do so on your behalf.
- 8.6. You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 8.7. Unless you have been expressly authorised to do so in writing by SCL / SCR, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

## **9. Technical Support**

- 9.1. The SCL / SCR provide the required support to ensure round the clock reception of electronic applications with the submission deadline. Service disruptions and malfunctioning will be communicated on the website (<https://gap.swisscancer.ch>) as soon as possible. Technical inquiries may be e-mailed to [scientific-office@swisscancer.ch](mailto:scientific-office@swisscancer.ch).

## **10. Termination**

- 10.1. The Terms shall continue to apply until terminated by either you or SCL / SCR as set out below.
- 10.2. If you want to terminate your legal agreement with SCL / SCR, you may do so by (a) notifying SCL / SCR at any time and (b) closing your accounts for all of the Services which you use, where SCL / SCR has made this option available to you. Your notice should be sent, in writing, to SCL / SCR's address which is set out at the beginning of these Terms.
- 10.3. SCL / SCR may at any time, terminate its legal agreement with you with immediate effect in case:
  - 10.3.1. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
  - 10.3.2. SCL / SCR is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
  - 10.3.3. The partner with whom SCL / SCR offered the Services to you has terminated its relationship with SCL / SCR or ceased to offer the Services to you; or
  - 10.3.4. SCL / SCR is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service.
- 10.4. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and SCL / SCR have benefited from, been subject to (or which have accrued over time



whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## **11. Exclusion of Warranties**

- 11.1. The Services are provided "as is" and SCL / SCR and give you no warranty with respect to them.
- 11.2. In particular, SCL / SCR do not represent or warrant to you that:
- 11.2.1. your use of the Services will meet your requirements,
  - 11.2.2. your use of the Services will be uninterrupted, timely, secure or free from error,
  - 11.2.3. any information obtained by you as a result of your use of the Services will be accurate or reliable, and
  - 11.2.4. that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.
- 11.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.
- 11.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

## **12. Limitation of Liability**

- 12.1. Nothing in these Terms shall exclude or limit SCL / SCR's liability for losses which may not be lawfully excluded or limited by applicable law.
- 12.2. SCL / SCR and shall not be liable to you for:
- 12.2.1. any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
  - 12.2.2. any loss or damage which may be incurred by you as a result of:
    - 12.2.2.1. any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;
    - 12.2.2.2. any changes which SCL / SCR may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
    - 12.2.2.3. the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;
    - 12.2.2.4. your failure to provide SCL / SCR with accurate account information; your failure to keep your password or account details secure and confidential.
- 12.3. The limitations on SCL / SCR's liability to you in paragraph 12.2 above shall apply whether or not SCL / SCR has been advised of or should have been aware of the possibility of any such losses arising.

## **13. Changes to the Terms**

- 13.1. SCL / SCR shall be entitled to make changes to the Terms at any time. SCL / SCR will make the Terms available at <http://www.swisscancer.ch/research>.
- 13.2. You understand and agree that if you use the Services after the date on which the Terms have been revised, your use will be treated as a tacit acceptance of the updated Terms.



#### **14. General legal terms**

- 14.1. The Terms constitute the whole legal agreement between you and SCL / SCR and govern your use of the Services (but excluding any services which SCL / SCR may provide to you under a separate written agreement), and completely replace any prior agreements between you and SCL / SCR in relation to the Services.
- 14.2. You agree that SCL / SCR may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- 14.3. You agree that if SCL / SCR does not exercise or enforce any legal right or remedy which is contained in the Terms (or which SCL / SCR has the benefit of under any applicable law), this will not be taken to be a formal waiver of SCL / SCR's rights and that those rights or remedies will still be available to SCL / SCR.
- 14.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 14.5. The Terms, and your relationship with SCL / SCR under the Terms, shall be governed by Swiss law. Exclusive place of jurisdiction shall be Bern, Switzerland.