

Terms of Use for the Delivery of Data

1 Purpose

These Terms of Use govern the electronic acquisition of Swiss patent, trade mark and design information. By providing this information, the Swiss Federal Institute of Intellectual Property (hereinafter the “IPI”) aims to make it available to a wider public in order to better disseminate knowledge about intellectual property.

2 Access to data

In order to access the data, the User must register with the IPI and acknowledge that he or she complies with these Terms of Use by signing and sending them to the following address: Swiss Federal Institute of Intellectual Property, Contact Centre, Stauffacherstrasse 65/59g, 3003 Bern.

It is prohibited to pass on any access details to third parties.

3 Terms of use

It is prohibited to use the data provided by the IPI if it contradicts the purpose for which the data was provided (Clause 1 of these Terms of Use). It is specifically forbidden to use the data for mailings.

The User must oblige third parties to whom he or she makes the raw data available, whether in whole or in part, to also comply with Clause 3 of these Terms of Use.

Where the data provided by the IPI is used in advertising, on packaging, on a data carrier, or in an electronic medium, it may not give the impression that it is official data.

The IPI reserves the right to change, restrict or block access to the data or parts thereof at any time without providing reasons. These Terms of Use can be changed at any time without providing reasons. The IPI will provide advance notice of any substantial changes to services and data formats.

In the event of a violation of these Terms of Use, the IPI may immediately and indefinitely block access to the database. In such an event, the IPI reserves the right to take legal action.

4 Liability provisions

The data or parts thereof shall be provided as it is stored at the IPI.

The IPI shall only be liable in cases of gross negligence and intent. In particular but not exclusively, no guarantee can be given for the correctness, completeness or scope of the retrieved data or for any damage caused by it (for example, by computer viruses).

In order to protect the confidentiality of requests, the IPI provides an encrypted and secure connection. There are no other measures to ensure confidentiality beyond this.

5 Place of jurisdiction and applicable law

For disputes arising from these provisions, the courts at the seat of the IPI in Bern shall have exclusive jurisdiction. Swiss law shall apply.

With his or her signature, the User acknowledges that he or she has taken note of these Terms of Use and that he or she accepts them as binding. The IPI will release the User's technical access for the delivery of data on receipt of this document.

Company:

Last name, first name:

Address:

Email:

Place, date:

Signature:
