

# General Terms and Conditions of Sign Language Assessment Services Haug

Effective as of 1 September 2014

Terms to denote persons refer to men and women as well as several persons.

## 1. Usage possibilities

### A. The company Sign Language Assessment Services Haug and the website [www.signlang-portal.com](http://www.signlang-portal.com)

- 1.1 Sign Language Assessment Services Haug ("**SLAS**") is a business operating in the field of sign language. The activities of SLAS include the website [www.signlang-portal.com](http://www.signlang-portal.com) (referred to as "**website**" or "**portal**"). The present general terms and conditions ("**GTC**") apply to the use of the website and the software, programs and sign language tests available thereon.
- 1.2 The website is a sign language test portal and offers users the possibility to create their own electronic sign language tests ("**tests**" or "**test**") and make them available on the website to other users. This portal provides the technical infrastructure for the tests. SLAS also makes available customisable templates for tests on the website. The content and material of the tests (images, videos, texts, etc.) are, however, provided by the user. Hereafter, users who upload and make available tests (referred to as "**provider**" or "**providers**") and users who utilise tests (referred to as "**participant**" or "**participants**") are distinguished; providers and participants are collectively referred to as "**portal users**").
- 1.3 In addition to the website, SLAS also provides further services. SLAS offers, among others, consulting for the development of tests. Upon request, SLAS also supports providers for the upload and configuration of tests or independently implements a test on behalf of a provider. Furthermore, SLAS may also conclude specific contracts within the framework of research programs with persons, companies or other institutions. For services which go beyond the mere use of the website and the tests, special agreements with SLAS are made.
- 1.4 The portal is available to natural and legal persons. For legal persons, each natural person involved must also individually register. SLAS determines whether the licence agreements are concluded with the legal person or each individual natural person.

### B. Access restrictions

- 1.5 **The entire content of the website is copyright protected.** When software or other data is downloaded from the website or otherwise reproduced, all copyrights, property rights and other rights remain with SLAS or the respective owner (as applicable). The complete or partial reproduction, transmission or use of the website for any public or commercial purpose is prohibited without the prior written consent of SLAS or the respective owner – unless otherwise specified in these GTC or otherwise agreed upon in writing. Individual parts of the website may be downloaded or printed, provided that neither copyright notices nor other legally protected designations are removed.
- 1.6 No element on the website may be interpreted as a concession of a licence or right of use of any image, brand or logo.
- 1.7 **At present, the website and tests may only be used or provided by persons and businesses with permanent residence/registered office in Switzerland or the European Union.** The tests may not be accessed or provided by other persons or businesses. Persons or businesses with permanent residence or registered office respectively in the European Union who upload and make available tests must be subject to EU value added tax ("**VAT**"). In order to ensure that the tests are only used and provided in legally permitted cases, portal users must state their country of permanent residence/registered

office upon registration and test providers with permanent residence or registered office respectively in the European Union must indicate, whether they are subject to EU VAT or not.

## 2. Access to the Portal

### 2.1 By visiting the website or using or providing a test, the GTC have been accepted.

2.2 In order to use tests or make them available on the website, portal users must register. For this purpose, the following basic information is compulsory:

- Name or trade name
- Complete home address/registered address
- Telephone number
- Email address
- For natural persons: date of birth
- Persons or businesses with permanent residence or registered office respectively in the European Union must indicate, whether they are subject to EU VAT or not and, if so, indicate their EU VAT Registration number.
- Preferred means of payment (bank transfer, Paypal)
- Information stating whether the portal user is a participant, provider or both
- For participants: Information stating whether the person is a test developer, tester, evaluator/rater, researcher or test participant

2.3 Depending on how the portal is used, portal users may have to provide additional information. Participants may be required to provide information e.g. on their place of work, whether they have a hearing impairment and on their sign language skills. Furthermore, providers may request participants who use their tests to provide information on whether they attend a special school for the hearing impaired, the severity/degree of their hearing loss and if any of their family members are hearing impaired as well. Providers may also request additional information relevant for their tests. Participants should only provide information about relatives or third parties with their express consent.

2.4 All portal users are bound to disclose and use their real name or institution/trade name. All information provided shall be complete and true. Portal users must notify SLAS about any changes of personal data.

2.5 If a participant is a minor, under legal guardianship or has restricted legal capacity for any other reason, the required information shall be provided by the participant as well as the authorised or eligible representative. In addition, the authorised or jointly authorised representative shall confirm that the participant may conclude a user agreement.

2.6 **SLAS is authorised, to the extent required and permitted by law, to obtain information about portal users from third parties, in order to verify personal information and data of portal users.**

2.7 With the registration, the portal user applies for the conclusion of a contract with SLAS. This contract becomes effective upon express acceptance by SLAS. The conclusion of the contract is confirmed to the portal user by email. The terms of the contract (the "**licence agreement**") are governed by the present GTC and special agreements, if any. Other information on the website, e.g. service descriptions, does not constitute an offer and shall not become part of the contract.

2.8 SLAS reserves its rights to reject the registration of portal users without any reasons and to refuse the conclusion of a licence agreement.

## 3. Sign language tests

### A. Terms for providers

- 3.1 A provider opts for a service package upon conclusion of a licence agreement. The available packages are listed in the document "packages and features of the sign language test portal", which can be found on the portal. The chosen package determines the quantity and content of the tests which a provider is permitted to make available on the website.
- 3.2 Tests can only be made available on the website if they conform to the SLAS standards and are based on the infrastructure and software provided by SLAS. The tests may not be based on the provider's proprietary software.
- 3.3 Each provider is responsible to ascertain, that neither the provision nor the use of the tests made available by it (i) infringes any third party rights, in particular copyrights or other intellectual property rights, and (ii) that no claims, in particular for unfair competition or damages, are asserted by third parties. If necessary, the provider must obtain, at its own expense, all licenses required by third parties concerned. At the request of SLAS, the provider shall prove, prior, upon or after conclusion of the licence agreement, that the requirements of clause 3.3 are met. If the provider violates clause 3.3, SLAS may follow the procedures set out, in particular, in clause 3.11 or 4.5.
- 3.4 All intellectual property rights and, in particular, copyrights covering a test remain exclusively with the provider or authorized third parties (as applicable). This also applies to all components of a test, such as images, videos, etc. SLAS merely provides the providers with a web-based infrastructure by means of which the tests can be made available.
- 3.5 Each provider is bound to comply with all applicable Swiss and EU data protection laws and specific data protection provisions applicable to it. In addition, each provider is bound to comply with the privacy statement available on the SLAS website.
- 3.6 Each provider must independently determine which persons or companies may obtain access to the tests. The provider may register participants as test developers, testers, evaluators/raters, researchers or as test participants. The provider may not, however, reject a participant without a compelling reason. They shall clearly and expressly state if a test is to be used only by a particular circle of persons.
- 3.7 Each provider must immediately report cases of abuse (e.g. use of false identity by a participant) to SLAS.
- 3.8 Providers may not apply any terms and conditions of use for their tests which are contradictory to the present GTC or the privacy statement available on the SLAS website.
- 3.9 Providers are generally free to provide, remove or modify tests on the portal. However, in doing so, they must take into consideration the participants' interests. In particular, tests must not be removed from the portal without reason if they are regularly used by participants.
- 3.10 Providers may charge a fee for the use of their tests. At the request of SLAS, providers must inform SLAS about the fees charged (disclosure of services subject to such fees, of their amount, etc.)
- 3.11 SLAS may examine the tests and their content before they are made available on the website or at any time thereafter. If an infringement of the licence agreement, the GTC, data protection provisions of SLAS, applicable laws or other official regulations is detected or there exist reasonable grounds to suspect such an infringement and in case of other good reasons, SLAS may immediately in full or in part block tests without prior notice or remove them from the website. In duly justified cases, SLAS may block several tests by a provider or remove them from the website, even if only one test was problematic. SLAS shall notify the provider about the measures taken.
- 3.12 Providers shall give test participants clear information about their identity and contact details.
- 3.13 **The tests and all related data including data of the participants are stored on the servers provided by SLAS. SLAS may examine and, where necessary, correct or delete data.** The provider will be notified by SLAS about any necessary corrections or deletions. However, SLAS shall only examine test results if necessary. **Providers must not create copies of used or collected data. Furthermore, providers may without express permission not disclose data to third parties.** Upon request, pro-

viders shall provide SLAS with information as to which personal data of participants was collected or modified and to whom it has been forwarded.

## **B. Terms for participants**

- 3.14 Upon conclusion of a licence agreement with SLAS, the participant may, in principle, use all tests. If special requirements apply or additional fees arise for certain tests, this is explicitly stated on the website.

## **4. Obligations of portal users**

- 4.1 Every portal user must fulfil the requirements necessary for internet access at its own expense.
- 4.2 After registration, the portal user receives a user name and password. These are personal and not transferable. The portal user is liable to ascertain, that its user name and password are for its personal use only. The portal user may change its password at any time, however, it must ensure that any new password chosen is not easily identifiable, e.g. no dates of birth or names of family members should be used. Portal users must immediately inform SLAS about any loss of their user name or password or any suspicion of unauthorized access or abuse and must immediately change their password in such cases. The portal user is liable to SLAS for any abuse of its name or password.
- 4.3 Any unlawful or abusive use of the portal, as well as any use of the portal which may infringe the rights of third parties, is prohibited. Every portal user and, especially, every provider shall ensure in particular, that its use of the portal does not violate any data protection laws of its employer/institution and/or country. This applies in particular to the registration of minors as portal users.
- 4.4 Portal users are prohibited from sending advertisement or spam to other portal users. For such purpose, likewise no data on other portal users may be used or made available to third parties.
- 4.5 If the display or use of a test on the website infringes intellectual property rights or other rights of third parties or if a third party turns against SLAS on the account of this, the provider responsible for the tests is liable to indemnify SLAS in full. The provider is bound to indemnify SLAS upon first demand for all expenses and resulting losses as well as for all court costs and legal fees. At the request of SLAS, the provider must secure a bond for the respective amount. SLAS may request the provider to engage in a litigation case instead of or together with SLAS and the provider shall bear all costs thereby incurred. The provider shall provide SLAS with the necessary support and, in particular, with all relevant information.

## **5. Terms of payment**

- 5.1 Visiting the website is free of charge. Tests, however, may only be used against payment of a fee. Prices published on the website are applicable.
- 5.2 Portal users may sign up for a two week trial period with limited technical features. Using the portal during this period is free of charge.
- 5.3 The fees due must be paid in advance. The package access is activated for portal users after receipt of payment.
- 5.4 The user may pay the fee by means of bank transfer or Paypal. All amounts due must be credited to the SLAS account in full, without any deductions such as transfer fees, Paypal fees or other fees/charges. The portal user must bear all the above-mentioned costs.
- 5.5 The portal user may choose between a payment of the fees in CHF, EUR or USD.
- 5.6 SLAS is currently exempt from Swiss value added tax. If SLAS should become subject to Swiss or foreign value added tax or if certain services provided by SLAS should become subject to Swiss or foreign value added tax or a comparable levy, SLAS will add the statutory charges to all fee charges. The fees under existing licence agreements will also increase.

- 5.7 For tests which are available for a fee only, the provider is alone responsible for the billing of its customers. SLAS offers cost processing on behalf of and for the account of the provider against a process fee of 1.5% of the amount due. Additional fees (such as transfer fees, Paypal fees or other fees/charges) and possible currency fluctuations shall also be borne by the provider.
- 5.8 The services by SLAS under clause 1.3 must be paid separately. The services may be honoured, , as agreed in each case, either based on the time spent for the work involved or by a lump sum fee.

## 6. Services and warranties by SLAS

- 6.1 SLAS guarantees the careful execution of the agreed services and is bound to execute them according to current state of the art.
- 6.2 SLAS offers the portal users basic support for fundamental topics such as website access or the registration for tests for free. Support requests can be sent to support@signlang-portal.com. SLAS may limit or discontinue this basic support at any time without stating any reasons.
- 6.3 SLAS is eager to facilitate continuous improvement of its services. If portal users discover an error or have any suggestions for improvements, they are welcome to contact SLAS.
- 6.4 Data protection is an important issue for SLAS. SLAS strictly adheres to the privacy statement available on the website.
- 6.5 To increase the security within the portal, SLAS implements a SSL certificate as a standardised feature.

## 7. Warranty and liability disclaimer

- 7.1 If SLAS grossly negligently or intentionally infringes the licence agreement or the present GTC, SLAS shall indemnify the respective portal user for all actual damages. SLAS is not liable for damages resulting from minor faults and excludes all liability for auxiliaries. To the extent permitted by any applicable law, SLAS excludes all its liability for
- damages caused by force majeure;
  - indirect damages, consequential damages, damages caused by operation interruptions and purely pecuniary losses;
  - losses of profits;
  - damages, deficiencies and malfunctions, for which SLAS is not responsible, in particular, for safety deficiencies and service interruptions of providers and other third parties, with whom SLAS cooperates or upon whom the SLAS services are depending (such as e.g. server providers);
  - damages resulting from actions or omissions of portal users or third parties;
  - damages resulting from an excessive use of the website;
  - losses of data.

To the extent permitted by any applicable law (i), the liability of SLAS to portal users is limited to the amount of fees paid by the respective portal user and (ii) SLAS is liable for damages under a licence agreement only if this is expressly agreed upon in the licence agreement or in these GTC.

- 7.2 **Tests are configured and made available by the providers. SLAS excludes all responsibility for the tests.** This applies, in particular, to all damage and problems stated in clause 7.1 which are caused by a test. In particular, SLAS does not guarantee participants access to a test or the achievement of sustainable learning results through their use of the tests.
- 7.3 The Internet is open and accessible to everyone and, therefore, an environment which is not entirely safe as a matter of principle. During data transmission, data may be de-routed out of Switzerland to or through a foreign country in which lower data protection standards exist. This may also occur if both the

sender and the recipient are located in Switzerland. SLAS excludes any liability for data safety during transmission via the Internet.

- 7.4 SLAS strives to keep the website free of interferences and up and running online at all times. However, SLAS does not represent and warrant the availability of the website at all times and excludes all liability for planned or non-planned system interruptions. SLAS does not assume any liability for the availability of the tests on the website to be entirely free of interruptions and faults, nor for the rectification of faults, nor for the website and respective servers to be free of viruses or harmful components.
- 7.5 Whenever possible, SLAS will plan system interruptions, such as e.g. planned maintenance intervals, outside normal office hours. However, SLAS may interrupt the operation of the website whenever necessary, e.g. in the case of malfunctions or risk of abuse. Whenever possible, planned system interruptions will be pre-announced on the website. SLAS may also inform portal users via email.
- 7.6 SLAS has not verified websites linked to the website and assumes no responsibility for their content.
- 7.7 Portal users within the EU undertake to fully indemnify and hold harmless SLAS for all VAT claims of EU tax authorities against SLAS which result from services rendered by SLAS to portal users within the EU not subject to EU VAT as a result of false information provided by such portal users to SLAS under Section 2.2 hereof.

## **8. Duration and termination of the licence agreement**

- 8.1 The portal user may purchase the selected service package or portal access for one month, six months or one year. The licence agreement is concluded for the respective terms. The licence agreement comes into effect upon payment of the fees due.
- 8.2 If the portal user does not terminate the licence agreement 10 days prior to expiry, it is automatically renewed for another term corresponding to its original duration. Notice of termination may be given in writing or via email. The fee for the contract renewal term must be paid in advance. If the fee is not paid, the licence agreement is terminated.
- 8.3 The portal user has a 10-day right to unilaterally revoke the contract upon conclusion. If the portal user makes use of its right to revoke, the fee paid is refunded in full. This right to unilaterally revoke does not apply to contract renewals.
- 8.4 On reasonable grounds, SLAS may terminate the licence agreement at any time. Reasonable grounds for termination by SLAS include the violation of third party intellectual property rights by the portal user, if reasonable suspicion of such violation exists and cannot be disproved by the portal user, if a portal user seriously violates the present GTC or its licence agreement, or if a portal user fails to pay the fees due. Fees that have been paid in advance are not refundable. The portal user is liable towards SLAS for all expenses and damages resulting from the violation of its obligations.
- 8.5 On reasonable grounds, the portal user may terminate the licence agreement at any time. In case of contract termination through fault of SLAS, fees already paid by the portal user are proportionally refunded. As permitted by law, further claims by portal users are excluded.

## **9. Final provisions**

- 9.1 If there is reasonable suspicion of password or user name abuse, as stated in clause 8.4, or if other important grounds exist, SLAS may temporarily or partially block a portal user's access. In such a case, SLAS shall inform the portal user.
- 9.2 SLAS takes great care to ensure that the data, information and views on the website are accurate at the time of publication. However, SLAS is not liable for their content, accuracy, reliability or completeness. Data, information and views published on the website may be modified at any time without prior notice.
- 9.3 SLAS may modify the GTC and data protection agreement at any time. Modifications are announced, except in cases of urgency, in advance, in a suitable manner and with reference to the date of effec-

tiveness. Modifications are regarded as approved if the portal user does not terminate his or her licence agreement within one month upon notification.

9.4 **The acceptance of the present GTC includes the SLAS data protection statement available on the website. The portal user agrees that SLAS and the providers may collect, save and use his or her personal data in accordance with the present GTC and the data protection statement.**

9.5 The present GTC, all licence agreements and all legal relations between SLAS and portal users or all persons visiting the website are, to the extent permitted by law, subject to Swiss law with the exclusion of conflict of laws and international agreements. The exclusive place of jurisdiction for all disputes arising from or in connection with the present GTC, a licence agreement or the legal relations between SLAS and a portal user are, subject to mandatorily applicable statutory provisions, the courts at the domicile of SLAS.

Zurich, 1 September 2014