



Terms of Use for the Swiss Feed Database www.feedbase.ch

Business address:

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1. Access and terms of use for www.feedbase.ch

By accessing this website and its links, you confirm that you understand and accept the following terms of use and legal notices associated with this website (and the elements therein).

2. Scope and specification

These Terms of Use apply to the websites www.feedbase.ch, [Feed Recommendations](#) and [Calculation Programs](#). The business address mentioned above is to be used for any correspondence. As used herein, “**Database**” shall refer to the above-mentioned website, its means of access and data contained therein, either separately or as a whole, as well as any data accessible via one of the database’s means of access.

The database contains information about the composition and nutritional value of feed available in Switzerland. It is possible for everybody to search the database for averaged feed data of all individual feeds and roughage. The results of the roughage survey are also publicly available (single value query).

All further functions are password-protected and offered based on a paid subscription. Persons who have received a password must sign in to get access to the enhanced functions.

The subscription contains the following services:

- All on-screen mean value and individual value queries.
- Additionally, feed data may be downloaded as an Excel spread sheet and used further personally. Averaged feed data may be exported in full and individual feed data (on request) may be exported to a limited extent.
- Ability to create personal query favourites
- Free access to the online version of the Feeding Recommendations for Ruminants (The Green Book) and Pigs (The Yellow Book) → *only in German and French*
- Use of various calculation programs → *only in German and French*

Two Google products, i.e. “Google Maps” and “Google Visualization Api”, are integrated in the feed database. The following Terms of Use of Google shall apply:

<https://developers.google.com/maps/terms?hl=de> and <https://developers.google.com/chart/terms>

3. Subject matter

The subject matter of these Terms of Use is the use of an online database as part of an application service provided, where the customer acquires the right to use the above-mentioned database provided by Agroscope and the data contained therein for his or her business purposes.

The password-protected area of the database requiring a license may be used only after prior registration and payment of a fee. The service is purchased by payment of a user fee. The user's access code becomes valid after confirmation of registration. Agroscope shall be entitled to block access if the use period has expired or there is a default in payment.

4. User fee/Term

Access authorisation is valid for a term of 1 year from the first receipt of payment from the user and may not be terminated early. User fees are due annually in advance. Agroscope will issue a corresponding invoice annually. Prior to expiry of the term the user has the occasion to extend the term.

5. Obligations of the user

The user may use the database only for its intended purpose. In particular, he or she will:

- a. refrain from using authorised access to the service in an unlawful manner, in particular in a way contradictory to the legal principles¹ of the Confederation;
- b. comply with accepted principles of data security in order to protect the data;
- c. if applicable, review e-mails and/or queries to Agroscope for viruses with the greatest possible degree of care;
- d. comply with applicable legal requirements and administrative and technical regulations;
- e. keep secret his username, login name and password and neither transmit them nor enable or tolerate disclosure of them. He or she shall also take necessary measures to ensure confidentiality and inform Agroscope about suspected or actual cases of abuse or loss of data;
- f. use the contents of the database and/or downloads and exported lists exclusively for his or her own use and refrain from making the contents of the database accessible to third parties;
- g. inform Agroscope about indications of improper use of the database.

In cases of suspected improper use or of fundamental breaches of contract, Agroscope reserves the right to investigate such cases, to take appropriate precautions and, if the suspicion is substantiated, to block the user's access to the contents if necessary, at least until the user proves such suspicion to be untrue. If the violation is very serious, Agroscope shall also be entitled to terminate the contract without notice where necessary. Access will be unblocked in the event the user is able to dispel the suspicion. In cases described above, the user must reimburse Agroscope for the damage resulting from such contractual breaches.

¹ Swiss Confederation: http://www.disclaimer.admin.ch/terms_and_conditions.html

6. Warranty

Agroscope endeavours to keep the contents of the database up-to-date, complete and correct. However, as this information may be subject to change on short notice, Agroscope cannot guarantee its currency, correctness or completeness. The information contained in the database neither represent a binding decision-making tool nor binding answers to requests for advice, nor should it be used as basis for making employment law related or other decisions. Any action taken on the basis of the information obtained from the database is made at the user's sole risk.

7. Links

The database contains links to third-party websites. Agroscope provides no form of warranty as regards correctness, completeness or lawfulness of such websites as their contents are beyond Agroscope's scope of influence.

8. Defaults

The user must give Agroscope notice if use of the database is impaired by conditions that are in Agroscope's area of responsibility. The user may withdraw from the contract if the database still does not work in a manner conforming to the contract after expiration of a reasonable period of time after the legitimate notice of defect. In such cases, the user will be credited any amount already paid.

Agroscope retains the right to restrict access to the database should this be necessary to maintain the security of network operations, to preserve the integrity of the network and, in particular, to prevent disruption of the network, data transfer and/or corruption of stored data. Claims for damages due to disruptions in availability are expressly excluded.

9. Disclaimer

The current state of the art does not allow software to be developed in such a way that it works error-free for all forms of application and in all combinations. Accordingly, the subject matter of this contract is a database that is generally usable as described in the program description and user manual.

Agroscope makes no warranties for the correctness of the database and does not assume liability for any damage caused by it except for those damages Agroscope caused in a grossly negligent or wilful way. Agroscope makes no guarantee that the database meets the customer's requirements and serves the customer's purposes. It is the customer's sole responsibility to make proper use of the database and bear the consequences of the actions taken based on its contents. Customers may inform themselves about the database's scope of service in the public version before purchasing a subscription.

10. Data protection

Agroscope advises the customer explicitly that data protection for data transfers in a public network such as the Internet cannot be completely guaranteed based on the current state of the art. The customer is aware that Agroscope has technical access to data saved on the web server at any time. Under certain circumstances, other Internet users may also have the ability to impair network security on an unauthorised basis and control the flow of information. The customer is responsible for protecting his or her computer and/or access data from unauthorised access.

By accessing and using „Google Maps API(s)“ you agree to the Privacy Policy of Google:
<http://www.google.com/intl/en/policies/privacy/>

11. Service changes

Agroscope reserves the right to develop the database further or to modify it at its own discretion. It will inform users of this personally. Agroscope is entitled to modify the user fee following expiry of the subscription term.

12. Copyright and other intellectual property rights

The entire contents of the database are subject to copyright protection. All rights are reserved. Accessing the database, downloading or copying data, does not grant the user any form of rights to the contents or to any elements of the database. Any form of modification, reproduction or use of the database, the Agroscope logo or parts thereof for a public or commercial purpose is strictly prohibited without the prior, written consent of Agroscope.

13. Legal disputes

Disputes arising under this agreement should be settled by the parties by mutual agreement. If the parties are unable to reach agreement, the sole place of jurisdiction is the City of Bern, Switzerland. By using the database, the user consents to all terms and conditions set out in these Terms of Use.

Should the English translation differ from the German original, the German version is legally binding.