**Terms and conditions**

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**These general conditions govern the relations between you, in your capacity as user, and all companies of TX (in particular TX Group SA, Tamedia Basler Zeitung AG, Berner Oberland Medien AG BOM, Tamedia Espace SA, Tamedia Publikationen Deutschschweiz AG, Tamedia Publications romandes SA, Tamedia Verlag Finanz und Wirtschaft AG, Tamedia ZRZ AG; hereinafter collectively "we"), in their capacity as supplier of products and services, in particular print and online offers as well as applications mobile (hereinafter “products” and, in the case of online offers and mobile applications, “digital offers”).**

By using our products, you agree that these general conditions form an integral part of our contractual relationship. You declare that you accept the following provisions as well as the legal provisions concerning our products and any third party services and products that we provide to you.

Please also read our Data Protection Statement, which provides information on how we handle the personal information you make available to us. If you do not agree to the terms below, please do not use our digital offers.

Certain areas of our digital offering are accessible exclusively to registered users. In addition to these conditions, the registration and creation of a user account are subject to the [**terms and conditions**](https://consent.connect.ringier.ch/static/fr/agb.html) and to [**data protection provisions**](https://consent.connect.ringier.ch/static/fr/dsb.html) by Ringier Connect. In the event of any conflict between these terms and the Ringier Connect terms and conditions, these terms shall prevail.

**1. Copyright and other intellectual property rights**

The graphics, brands and logos, as well as all content (text, tables, images, videos, graphics, etc.) to which you have access by using our products are our property or that of our licensors. Subject to our express consent, you are not permitted to use them other than as expressly stated below or as follows from the function of the products. You are also not authorized to grant rights of use on them to third parties. By use is meant in particular the modification, offering, granting of a license, alienation, distribution, publication, reproduction, rental, distribution, making available, as well as manufacturing , transfer and sale of derivative works.

The software used to operate our digital offers is protected by copyright. You are not authorized to use them contrary to the following provisions. In particular, you are prohibited from copying this software, reproducing it, modifying it or using it in any other way.

**2. Use of products**

All products are intended for personal, non-commercial use only. You are authorized to download and display our digital offers on a computer screen or mobile terminal, to print pages (but not to photocopy them) and to save them in electronic format on your computer or mobile terminal for your personal use. and not commercial. Likewise, you are only authorized to use our digital offers on devices intended for this purpose, for your personal and non-commercial use. In particular, any automatic downloading of the products and any distribution of them in other systems is only permitted with our express consent. We reserve the right to revoke this consent at any time.

Our digital offers are in principle available around the clock and are regularly updated. We reserve the right to temporarily or permanently restrict access to them for technical reasons or for any other reason.

**3. Paid products and payment terms**

Paid products can be used at the applicable rates and within the framework provided for on the date of conclusion of the contract. Said contract is concluded as soon as the invoice has been established, the confirmation of payment (possibly by credit card) has taken place or when you first access paid products. All payments (including applicable taxes, in particular VAT) must be made in advance, without deduction and in Swiss francs or, where applicable, in another currency that we will have indicated. Any costs arising from access to digital offers via your computer or one of your mobile devices are entirely your responsibility.

Unless expressly stated otherwise, subscriptions to paid products cannot be interrupted. In the event that your access to paid products is refused, you will receive for the unused contractual period a refund in proportion to any payments already made. Such reimbursement is excluded if this refusal results from a violation of these general conditions which is attributable to you.

If you wish to make use of the possibility of acquiring or subscribing to products or services from our partners or third parties as part of our digital offers, the related contract is concluded exclusively and directly with the partners or third parties concerned - we are not party to such a contract.

With the exception of trial Subscriptions and without notice of termination given in writing with 2 weeks' notice before the end of the Subscription period, the Subscription will be tacitly renewed for the same duration. Trial subscriptions are excluded. When the subscription contract is terminated, your right to use the paid products expires.

**4. Registration as a user and due diligence obligations**

Some of our digital offers are exclusively accessible to users who have registered. The registration and creation of a user account are subject to the[**terms and conditions**](https://consent.connect.ringier.ch/static/fr/agb.html) as well as **[Ringier Connect data protection regulations](https://consent.connect.ringier.ch/static/fr/dsb.html" \t "_blank)**in addition to these provisions. As soon as you register as a user and register your name and / or your e-mail address, you have the obligation to protect your access codes (including password) against access by unauthorized third parties. and must treat them confidentially. You are required to notify us without delay of any loss, theft or non-contractual use of your access codes (password, user name, e-mail address, etc.). By registering for paid products, you assure us that the data recorded is correct and complete and you agree to inform us immediately of any changes. We reserve the right to monitor and record your activity on our digital offerings, including your access to them, to ensure compliance with these terms.

Each registration and each subscription concluded are intended exclusively for your personal use. You are not authorized to make your access codes available to others or to share their use. The same goes for transferring your subscription. Unless expressly stated otherwise, any form of network or multiple access use of access codes is prohibited. In case of violation of these rules, we reserve the right to block your access at any time and to delete your user account, without further obligation on our part.

You can manage your registration and product subscriptions in the Subscription Service section of our digital offers (subscription renewals, address changes, etc.).

**5. Content generated by you on our digital offers**

Our digital offerings may provide interactive functions (forums, blogs, etc.) allowing you to interact with us as well as with other users about products (texts, photos, etc.) and to post comments or comments. 'other messages (hereinafter “contributions”). We do not (systematically) control the content of your contributions. However, we expressly reserve the right to delete, move or edit contributions and to block your access to interactive features at our sole discretion.

You are responsible for the content of your contributions and are required to comply with the rules applicable to the use of interactive functions. In particular, you are prohibited from posting any statements, links or other publications if they:

* contain obscene, racist, homophobic or sexist language, or any other form of hate speech
* infringe the copyrights of third parties
* are slanderous, offensive to honor or in any other way contrary to law and good morals and may give rise to legal proceedings or the violation of provisional measures ordered by a court
* are offensive or contain threats, or constitute, in any other form, a personal attack against our employees
* have no link with the products to which the interactive function in question is linked
* contain any form of advertising for products or services (including spam)
* contain buy or boycott recommendations
* repeat, in the context of interactive functions, previous contributions
* mislead other users as to the identity of the writer, author or sender of a message or give the impression, contrary to reality or misleading, of a connection to a person, organization or a company (especially with us and our employees)
* contain computer viruses or files, software or devices capable of restricting, interrupting or destroying the functionality of our digital offers
* collect and store personal data; and or
* block or restrict the access of other users to our digital offerings.

You are solely responsible for the legal consequences of your contributions. If a third party raises claims against us in connection with your contributions, you agree to bear, if applicable to indemnify us for all the consequences resulting therefrom (attorneys' fees and legal costs included). We also reserve all rights against you in the event of any breaches.

By using an interactive function, you grant us the unlimited in time and space, irrevocable, free and non-exclusive right to - in any form (even future) - record, reproduce, modify, translate, make available and transmit all or part of your contributions. You also authorize us to grant these same rights to third parties.

Contributions from our users are not considered to be our products, but only as statements by our users. We exclude all liability in connection with the contributions of our users. It is not possible for us to monitor the legality or compliance with these terms and conditions of all contributions. If a contribution violates your rights, please let us know immediately using the contact form.

**6. Publications by reader-reporters**

Posts of photos, videos, audio documents and user references on 20minuten.ch, m.20min.ch and on the 20-minute app are generally free. If an image created and posted by a user (photo or screenshot of a video) appears in the 20-minute print edition, the user receives between CHF 50 and CHF 100 for the first post. This does not apply to images printed on the Community-page of the 20 Minutes print edition.

20 Minutes (Tamedia AG) has the right to use images or videos as often as it wishes, to transmit them free of charge to other Tamedia titles and, if necessary, to resell them to third parties. The author receives half of the proceeds from the sale. If the photos and videos sent are transmitted free of charge to third parties, payment is excluded.

By submitting reader-reporter posts, you represent that you own the rights to the image, video or audio material and that you have ensured that all persons depicted agree to that post.

You agree to respect the privacy of others and not to interfere with the work of the police or emergency services. It is important that readers who have witnessed an accident help and notify the police (117) before taking pictures and videos.

**7. Data** protection The protection of your data is guaranteed by strict compliance with the legal data protection standards applicable in Switzerland.

We use the data you provide to us as well as the data we collect in connection with our digital offerings in accordance with our Data Protection Statement.

If you register as a user of one of our digital products and create a user account, the **[Ringier Connect data protection regulations](https://consent.connect.ringier.ch/static/fr/dsb.html" \t "_blank)** also apply.

**8. Liability**

Despite the efforts we make to ensure the quality and availability of our digital offers, we cannot exclude temporary restrictions and breakdowns (service interruptions, repairs, maintenance work, etc.). You access and use the products at your own risk. Therefore, any warranty regarding our products and the software provided by us is expressly excluded.

We also exclude any liability for services provided by third parties. We are also not responsible for the legality, accuracy, completeness or availability of links to content and offers of third parties. Likewise, we are not liable for damage caused by computer viruses and other harmful computer programs, such as, for example, malware or spyware.

Our liability (including for our affiliated companies, our employees, our representatives and our auxiliaries) is in any case limited to intentional or grossly negligent violations of contractual and extra-contractual obligations for which we have to answer and for which it is proven that they are attributable to us. As far as the law allows, our liability is limited to the amount that we have invoiced you for the acquisition of the corresponding paid products. Liability for consequential damages or loss of earnings is excluded.

**9. Other provisions**

If we fail to assert our rights based on these general terms and conditions, this does not constitute a waiver of our asserting these and the claims arising therefrom. Any invalidity or inapplicability of a provision of these general conditions will not affect the validity of the other provisions. In this case, the invalid provision will be replaced by another provision having corresponding economic and legal effects.

We reserve the right to modify the provisions of these terms and conditions at any time and at our sole discretion. Any such changes are immediately posted on our digital offerings. It is your responsibility to regularly check the provisions of the general conditions and of the Data protection policy in force.

**10. Applicable law and place of jurisdiction**

These general conditions as well as all acts related to them are exclusively subject to Swiss substantive law, to the exclusion of the rules of conflict of Swiss norms and the place of your domicile.

Subject to imperative legal provisions, all disputes relating to these general conditions and the Data protection declaration fall under the exclusive jurisdiction of the courts of Lausanne.

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