

The SHF Research Portal is a web platform designed for the online interaction between Applicants, Reviewers, and the Research Committee of the Swiss Heart Foundation.

The Swiss Heart Foundation considers for funding only those grant requests that are submitted via the SHF Research Portal.

## **SHF Research Portal Terms & Conditions**

The following SHF Research Portal Terms & Conditions (hereinafter referred to as the “**Terms**”) govern the use of the SHF Research Portal, which the Swiss Heart Foundation, Dufourstrasse 30, CH-3005 Berne (hereinafter referred to as “**SHF**”) makes available to you for use. The SHF Research Portal is hereinafter referred to as “**Portal**” and the making available of the Portal and related services (if any) or activities of SHF are hereinafter referred to as “**Services**”.

You may not use the Services if you are not eligible to receive grants (compare [Regulations for Research Grants](#)).

### **1 Accepting the Terms**

- 1.1** 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.
- 1.2** You will accept the Terms by clicking to accept the Terms in the user interface of the Portal.
- 1.3** By clicking to accept the Terms, you expressly confirm that you have viewed and read the Terms, are bound by them and will comply with them at all times. If you register on the Portal not as an individual but on behalf of an institution, “you” encompasses both you as individual and the institution and you bind as well the institution to these Terms.
- 1.4** Before you continue, you should print off or save a local copy of the Terms for your records.

### **2 Provision of the Services by SHF**

- 2.1** You acknowledge and agree that the form and nature of the Services which SHF provides may change from time to time without prior notice to you.
- 2.2** As part of this continuing innovation, you acknowledge and agree that SHF may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at SHF’s sole discretion, without prior notice to you.
- 2.3** You acknowledge and agree that if SHF 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
- 2.4** The Portal may include information and materials uploaded by other users. Such information and materials have not been verified or approved by SHF. The views expressed by other users on the Portal do not represent views or values of SHF.



### 3 Use of the Services

- 3.1 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 Services, or as part of your continued use of the Services. You agree that any registration information you give to SHF will be accurate, correct and up to date at all times.
- 3.2 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.
- 3.3 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 SHF.
- 3.4 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).
- 3.5 You agree that you will not reproduce, duplicate, copy, sell, trade, or resell the Services for any purpose.
- 3.6 You agree that you are solely responsible for (and that SHF 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 SHF may suffer) of any such breach.
- 3.7 SHF has the right to remove any material you add on the Portal if, in SHF's opinion, the content is unlawful, defamatory, obscene, offensive, hateful, promoting violence or threatening. You are solely responsible for securing and backing up your content.

### 4 Use of your Data

- 4.1 SHF complies with the provisions of the Swiss Data Protection Act.
- 4.2 You are therefore reminded that in order for assessment procedures to be completed SHF will process, circulate and store personal data provided by you in accordance with SHF's Privacy Policies.
- 4.3 In order for users of the Portal to utilise its function of awarding grants, CC Technology Limited, Pegasus House, 375 West George Street, UK-Glasgow G2 4LW (company number SC109363) will process your data on behalf of SHF, which acts as the data controller.
- 4.4 If you are applying for a grant your data will be processed on the basis of consent during the application process. If your application is successful, your data will be processed on the basis of 'necessary for the performance of a contract'. If you fall outside the scope of an 'applicant' your data will be processed with your consent. Your data will be shared between CC Technology Limited, SHF and its approved grant reviewers. Your information will be stored on servers inside Europe. Data may also be used to compile published lists of award holders, which will be available publicly.
- 4.5 If you are a reviewer, you shall treat all information on the Portal as confidential and will not share information unless permission has been granted by SHF.
- 4.6 Your information will follow SHF's Retention Policy. Unsuccessful applications and associated correspondence will be retained for 10 years from the date of application. Successful applications and associated correspondence will be retained at least 10 years from the date of the expiry of the research agreement and, if needed, may be retained indefinitely. Account information for the Portal will be retained for the lifetime of registration plus 10 years.



**4.7** You are entitled to ask for details of the personal data we hold about you and how we process it and to receive a copy of your personal data. You may also have your data rectified or deleted, restrict our processing of that information, and object to the processing of your personal data. You may also choose to withdraw your consent. Please note that even after you have chosen to withdraw your consent, we may be able to continue to process your personal data to the extent required or permitted by law. You may also lodge a complaint in relation to our processing of your personal data with the Federal Data Protection and Information Commissioner.

**4.8** We are the controller of your personal data. You may contact us at any time if you want to:

- In writing: Swiss Heart Foundation, Research Committee, Dufourstrasse 30, P.O. Box, CH-3000 Bern 14
- By email to: [research@swissheart.ch](mailto:research@swissheart.ch)

## **5 Passwords and Account Security**

**5.1** 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.

**5.2** You will be solely responsible to SHF for all activities that occur under your account.

**5.3** If you become aware of any unauthorised use of your password or of your account, you agree to notify SHF within 24 hours.

## **6 Proprietary Rights**

**6.1** You acknowledge and agree that SHF or its licensors own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services.

**6.2** Nothing in these Terms entitles you to use any of SHF's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

## **7 Technical Support**

**7.1** Services disruptions and malfunctioning will be communicated to the extent possible on the website <https://swissheart.ccgrantracker.com>.

**7.2** Technical inquiries may be e-mailed to [research@swissheart.ch](mailto:research@swissheart.ch).

## **8 Suspension and Termination**

**8.1** SHF reserves the right to block your access to the Services permanently or temporarily at any time without prior notice and without a need for giving any reasons.

**8.2** The Terms shall continue to apply until terminated by either you or SHF as set out below.

**8.3** If you want to terminate your agreement with SHF, you may do so by (a) notifying SHF at any time and (b) closing your accounts for all of the Services.



- 8.4** SHF may at any time terminate its agreement with you with immediate effect in case:
- 8.4.1** 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
  - 8.4.2** SHF is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
  - 8.4.3** the provision of the Services by SHF is, in SHF's opinion, no longer viable.

## **9 Exclusion of Warranties**

- 9.1** The Services are provided "as is" and "with all faults" and SHF disclaims all warranties with respect to them.
- 9.2** In particular without limitation, SHF does not warrant to you that:
- 9.2.1** your use of the Services will meet your requirements,
  - 9.2.2** your use of the Services will be uninterrupted, timely, secure or free from error,
  - 9.2.3** any information obtained by you as a result of your use of the Services will be accurate or reliable, and
  - 9.2.4** that defects in the operation or functionality of any part of the Services will be corrected.
- 9.3** 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.

## **10 Exclusion of Liability**

- 10.1** SHF's liability for losses or damages is excluded to the maximum extent permitted by law.
- 10.2** Notwithstanding the generality of this exclusion, SHF shall not be liable to you for:
- 10.2.1** any reliance on information or data contained in the Portal under any circumstances;
  - 10.2.2** any changes which SHF may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
  - 10.2.3** 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;
  - 10.2.4** any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business or loss of goodwill, business or reputation, costs of delay, claims of third parties, or
  - 10.2.5** any actual, direct, special, indirect, incidental or consequential damages.
- 10.3** The above limitations on SHF's liability to you shall apply whether or not SHF has been advised of or should have been aware of the possibility of any such losses or damages arising.

## **11 Changes to the Terms**

- 11.1** SHF is entitled to make changes to the Terms at any time. SHF will make the Terms available at <http://swissheart.ccgranttracker.com>.
- 11.2** 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 acceptance of the updated Terms.



## 12 General Legal Terms

- 12.1** The Terms constitute the whole legal agreement between you and SHF and govern your use of the Services (but excluding any services which SHF may provide to you under a separate written agreement), and completely replace any prior agreements between you and SHF in relation to the Services.
- 12.2** You agree that SHF may provide you with notices by email, regular mail, or postings on the Services.
- 12.3** The Terms, and your relationship with SHF under the Terms, **shall be governed by Swiss law. Exclusive place of jurisdiction shall be Berne, Switzerland.**