

Berne, 19 April 2017

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## **Licensing and use agreement**

### **App «Swiss Banknotes»**

#### **1. Subject matter, scope of agreement**

1.1 The Swiss National Bank (hereafter “SNB”) offers the present software (the SNB Swiss Banknotes app, hereafter “app”) and the information and functionalities contained therein exclusively for the private use of end users.

1.2 By downloading, installing or using the app you accept the applicability of this licensing and use agreement (hereafter “Agreement”) and that the statutory representative has given consent if you have not reached the age of adulthood under the applicable law. The SNB may supplement this Agreement at any time by way of further conditions, modify it or replace it without any individual communication to the end user being necessary. By continuing to use the app, you agree to the relevant version of the Agreement. If you do not agree to future amendments of the conditions of licensing and use, you undertake to cease further use.

#### **2. Services, data protection**

2.1 The SNB offers by way of the present app, certain information relating to design features and security features of Swiss banknotes, as well as, as the case may be, further information relating to the monetary and currency policy of Switzerland.

2.2 The services of the app are provided exclusively for information purposes. Information from and the functional scope of the app do not constitute advice and do not offer any technical control functions for the examination or verification of banknotes or cash. In particular, the app offers no guarantee of the authenticity of Swiss banknotes. If you use the information or functions offered for your private information purposes, you do so at your own risk.

2.3 The SNB is entitled at any time, at its own discretion and without any communication to end users, to cease the operation of the app entirely or in part or to remove items of content from the app.

2.4 The SNB does not process any personal data (e.g. names, addresses, telephone numbers, email addresses or complete IP addresses) via the app. The rights to uses of data pursuant to the sales platform via which you have acquired this app are reserved.

### **3. Rights of use**

3.1 The SNB grants you a non-exclusive, non-sublicensable and non-assignable right to install and use the app on a mobile device which you own or which you are legally entitled to dispose over and which is supported by the application. The app is licensed, not sold, to you for use under the terms and conditions of this Agreement.

3.2 The present conditions of use are also applicable to any updates if and insofar as the update is not governed by a standalone agreement.

3.3 You may neither circulate the app nor make it available to third parties or duplicate the app either in its entirety or in part. Amending or editing images and information is not permitted. In addition, the offering of services using the app is prohibited.

### **4. Copyright**

4.1 The SNB makes information and data available on its app. All rights over such information and data shall remain with the SNB. This information and data may – for non-commercial purposes – be stored, translated, communicated or used further in any other manner in accordance with its intended purposes, with the source being indicated.

Furthermore, links to the app may be established; however, when doing so, you must (i) under all circumstances avoid any incorrect and misleading impression that a commercial or other relationship exists between you and the SNB (ii) and provide a clearly recognisable indication of source.

4.2 The information, the software and the documentation are protected by copyright laws, by international copyright treaties and by other laws and treaties relating to intellectual property. You are obliged to respect these rights, and in particular you must not remove codes, trademarks and copyright notices or technical protective measures either from the information or from the software or from the documentation or from copies thereof.

4.3 The SNB respects all rights of third parties, namely those over copyright-protected works (information or data presentations, formulations and representations insofar as they have individual character). Where information and data contained in the app visibly originate from third-party sources, you are obliged to respect any copyrights over them and to obtain corresponding usage authorisations from these third-party sources yourself.

## **5. Hyperlinks**

5.1 The app may contain hyperlinks to third-party websites. The SNB takes no responsibility for the contents of such websites and does not claim these websites and their contents as its own. No checking of the content of such third-party websites is undertaken by the SNB. Websites linked with the app are used at your own risk.

## **6. Availability, exclusion of liability, warranties**

6.1 The SNB endeavours to offer a high availability of the app and regular updating of the information that can be accessed. The SNB makes the app available “as is” (tel quel) free of charge and makes no representation or warranty that the app is always available without interruptions or faults or the information is always correct or complete. The SNB hereby disclaims all warranties, representations and conditions with respect to the app and any information provided, either express, implied or statutory, including but not limited to the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third-party rights.

6.2 Any liability for losses or damage which may arise on account of use of and making of queries to the app or on account of links to other websites is excluded insofar as is legally permissible. The exclusion of liability shall apply in particular in respect of the quality, up-to-dateness, correctness, validity, completeness and availability of the content provided and functions offered on the app. In no event shall the SNB, its affiliates or agents be liable for any incidental, special, direct, indirect, punitive, exemplary or consequential damages of any kind, including without limitation, lost profits, lost revenues, lost opportunity, loss of goodwill or reputation, or losses of any kind, in connection with or arising out of this Agreement or in any way related to your use, or inability to use, the app or any provided information, however caused, regardless of the theory of liability. Any liability of the SNB for damage to hard- and software resulting from the use of the app is likewise excluded insofar as is legally permissible. Before downloading and using information, software and documentation, you are obliged to use appropriate security measures and a virus scanner for your own protection and in order to prevent viruses or other malware.

## **7. Indemnification**

7.1 Should third parties make claims against the SNB which are connected by a use of the app by you, you shall indemnify and hold harmless the SNB in respect of any liability, expenses, damage and losses which arise from the making of these claims being made. These shall also include, in particular, attorneys’ fees and court costs which arise from defending such claims.

## **8. Contact**

8.1 Questions or comments regarding the app should be directed to Swiss National Bank, Cash Division, Administration, Bundesplatz 1, CH-3003 Berne, bargeld@snb.ch.

## **9. Termination**

9.1 If you breach these conditions of use or your conduct infringes the law, third-party rights or standards of morality, the rights of use under Section 3.1 will automatically terminate, and the SNB may temporarily or permanently discontinue your access to the app.

## **10. Severability clause**

10.1 Should a provision of these conditions of use be or become ineffective or contain a lacuna, the legal effectiveness of the remaining provisions shall not be affected by this. In the place of the missing or ineffective provision, a provision is deemed to be agreed which comes closest to the originally intended economic purpose.

## **11. Place of jurisdiction and applicable law**

11.1 It is agreed that the courts in Zurich 1 have exclusive jurisdiction in respect of all disputes relating to this Agreement or arising out of or in connection with the use of the app. This Agreement is subject to Swiss substantive law, with the United Nations Convention on Contracts for the International Sale of Goods (UN sales law) being excluded.

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