

INTERNATIONAL GENEVA WELCOME CENTRE (CAGI)

VISITING DELEGATES APPLICATION

GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

- 1.1. These General Terms and Conditions (“**GTC**”) govern the relationship between you (the “**User**”) and the International Geneva Welcome Centre (“**CAGI**”, or “**us**”), when using the application accessible online or via a mobile application at <https://cagi.kalyss.ch/> (“**Application**”).
- 1.2. Please read these GTC carefully before using the Application. Your access to and use of the Application and the related services is conditional upon your acceptance and adherence to these GTC. Any access by the User to the Application, respectively any use of the Application's services, constitutes a complete and unconditional adherence to the present GTC. If you do not agree to the terms of the GTC, please do not use the Application.
- 1.3. The Visiting Delegates Application Privacy and Cookies Policy (“**Privacy Policy**”) forms integral part of the present GTC.

2. USER ACCOUNT

- 2.1. A User account is created by completing the registration steps provided for it the Application. The creation of an account is effective only upon electronic confirmation from CAGI, in particular after sending the account password confirmation (using a one-time code) to the email address indicated during the registration process.
- 2.2. The User who sets up an account confirms and guarantees the following:
 - He/she is a delegate representing an organization or a government, as described on the CAGI main website ([here](#));
 - He/she is of age and in full capacity to exercise his/her civil rights;
 - He/she undertakes to act in accordance with the law, as well as with the specific rules contained in these GTC, the Privacy Policy and the partner accommodations' internal regulations;

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- He/she undertakes to verify that the data he/she submits, in particular Personal Data, are at all times accurate and truthful; if this is not or is no longer the case, he/she shall rectify them without delay.
- 2.3. The User is responsible for the quality, security and confidentiality of the password he/she chooses for his/her account. The User shall use strong passwords that are a combination of lower case, upper case, numbers and/or special characters. The User must immediately notify CAGI of any use or attempted fraudulent use or usurpation of his or her password and, more generally, of any breach of account security.
- 2.4. Once created, the account may be used to submit accommodation requests as per the booking terms and conditions available [here](#). A group coordinator can also submit a group accommodation request through his account.
- 2.5. Through his/her account, a User may submit an accommodation request for and on behalf of a minor. Said accommodation request is processed by CAGI in accordance with a distinct off-line process meant to protect the minor's rights and data.

3. RESTRICTION OF USE OF THE APPLICATION

Users are required, when accessing and using the Application, to comply with the following requirements:

- not modify or alter the Application, its contents and/or its features in any way whatsoever;
- not contribute to or encourage anyone to modify or alter the Application, its contents and/or its features in any way whatsoever;
- not (i) permit direct or indirect access to or use of the Application in a way that circumvents a contractual usage limit, (ii) attempt to gain unauthorized access to the Application or its related systems or networks, (iii) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying or otherwise data mining any portion of the Application, or (iv) decompile, reverse engineer or disassemble the Application or portion thereof;
- not use the Application in any way which threatens the security, integrity or availability of the Application; the User shall in particular not use the Application to (i) store or transmit infringing, libelous or otherwise unlawful or tortious material, (ii) store or transmit material in violation of third-party privacy rights, (iii) store or transmit malicious code, (iv) interfere with or disrupt the integrity or performance of the Application or third-party data contained therein;

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- not load or impede the network traffic and/or data transit from, on and/or to the Application in a manner that is inadequate or greater than that required for ordinary, personal and non-commercial use of the Application, particularly beyond what is required for the display of the content and/or execution of the functionalities of the Application;
- not send or cause to be sent spam or unsolicited letters and/or emails to any other Application User, nor to us, including our agents, governing bodies and employees;
- use the Application strictly in accordance with fair competition and the intellectual property regime applicable to the content of the Application;
- not contribute to, or encourage, anyone to use the Application in a manner contrary to fair competition and intellectual property principles;
- ensure the technical and legal compatibility, including updates of software and devices that are used, directly or indirectly, in connection with, or in operation of, the Application, particularly to display the content and/or execute the functionalities of the Application.

4. INTELLECTUAL PROPERTY

- 4.1. We reserve all of our rights, titles and interests in relation to the Application, including all related intellectual property rights. No rights are granted to the User under these GTC.
- 4.2. The Application and its original content, features and functionalities are and will remain the exclusive property of CAGI and/or its licensors. In particular, the name, logos, photographs, texts and domain names mentioned on the Application are the sole property of CAGI and may not be used without our prior written authorization.
- 4.3. Any reproduction, representation, provision, communication, adaptation, modification, translation, transformation, distribution, integration into another website or application, commercial exploitation and/or reuse in any way whatsoever of all or part of the elements of the Application is prohibited, except with the explicit and prior agreement of CAGI.
- 4.4. The User grants CAGI a perpetual, irrevocable, worldwide and free of charge license to use any information, suggestion, request for improvement, recommendation, correction, as well as any post or feedback provided by the User in relation to our Application or in any form available on our Application.

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5. DATA PROTECTION

- 5.1. The processing of the User's personal data in relation to the use of our Application and its services is detailed in our Privacy Policy, which forms integral part of the present GTC.

6. LIMITATION OF LIABILITY

- 6.1. The User uses the Application at his own risk. The Application is made available to the User on an "as is" and "as available" basis.
- 6.2. The Application's features are provided to the User without warranty of any kind, either express or implied, including, but not limited to, warranty of fitness for a particular purpose or warranty of third-party rights. In particular, CAGI shall not be liable for the acts of a third party itself, any external supplier or service provider or any auxiliary.
- 6.3. In case of failure, inoperability or any other deficiency of the Application, CAGI shall not be liable for any consequences resulting therefrom.
- 6.4. Liability Regarding Partner Accommodations:
The User acknowledges and agrees that CAGI acts exclusively as an intermediary in the introduction and reservation of accommodations with its partner establishments.

The accommodation contract is concluded directly and exclusively between the User and the relevant partner establishment. CAGI is neither a party to such contract nor a provider of the accommodation services.

Accordingly, CAGI shall not be held liable and disclaims any liability in connection with the performance, non-performance or improper performance of the accommodation services provided by partner establishments, including, without limitation, in the event of:

- accidents, injuries, material or economic losses, damage to property, or other harm, whether direct or indirect, suffered by the User or by third parties within partner establishments;
- the conduct or acts of the partner establishment's staff, other guests, or any third parties present on the premises;
- any breach by partner establishments of their contractual obligations, internal rules, or applicable safety, hygiene or operational standards.

Partner establishments act independently and are neither auxiliaries nor representatives of CAGI, in particular within the meaning of Article 101 of the Swiss Code of Obligations.

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The User undertakes to comply with all internal rules, safety guidelines, and instructions applicable within each partner establishment. Any claim or complaint concerning a stay or a partner establishment must be addressed to the relevant establishment.

7. EFFECTIVENESS, ENFORCEABILITY AND SEVERABILITY

7.1 These GTC, together with the Privacy Policy, supersede all prior terms and agreements relating to the contractual relationship with CAGI, and are effective immediately upon posting on the Application.

7.2 CAGI may amend these GTC or the Privacy Policy at any time. The promulgation of new versions of these documents is announced online on the Application. New versions of these GTC or the Privacy Policy are effective immediately for any User upon the date of posting and shall govern the use of the Application as from that date.

7.3 If any provision of this GTC is held invalid or unenforceable by a court, the remaining provisions of this GTC will remain in effect. In such a case, CAGI and the counterparty shall agree on one or more provisions to replace it or them; failing that, the contractual relationship shall be completed according to their hypothetical will.

8. TERMINATION SUSPENSION OR CLOSING OF ACCOUNT

8.1 CAGI may block, close or suspend a User's account, as well as prohibit use of the services in the following cases:

- Any cessation or delay of payment of the User's contribution to the cost of his/her stay pursuant to booking terms and conditions available [here](#);
- Any violation of the present GTC, the Privacy Policy, the booking terms and conditions available [here](#) and/or the partner accommodations' internal regulations;
- Any violation of Swiss law or applicable international law by the User;
- In any other case deemed necessary by CAGI.

8.2 Blocking, closing or suspending a User's account may lead to CAGI cancelling the partner accommodation reservation. In such a case, the User's contribution to his/her stay remains due.

8.3 The User may request the CAGI to delete his/her account by sending an email to delegates.cagi@etat.ge.ch. The deletion request of an account may result in the cancellation by the CAGI of the accommodation(s) request(s).

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8.4. Upon blocking, closing, suspending or deleting a User's account, the User's personal data is processed in accordance with the Privacy Policy.

9. APPLICABLE LAW AND PLACE OF JURISDICTION

9.1 The present GTC are governed and construed in accordance with the laws of Switzerland.

9.2 The exclusive place of jurisdiction is the Canton of Geneva, Switzerland, the competence of the Swiss Federal Tribunal being reserved.

10. QUESTIONS?

10.1 Should you have questions or complaints regarding these GTC, please contact us by email at delegates.cagi@etat.ge.ch or by phone using the number +41.22.546.23.00.

10.2 You can also reach us by post at La Pastorale 106, route de Ferney 1202 Genève.
