**Terms of Use**

These terms of use (the “Terms of Use”) govern the use of (including access to) the website <https://baobab.iapc.group/> operated by International Association for Popular Cooperation, with registered address at c/o Meyerlustenberger Lachenal Froriep SA, Rue du Rhone 65, 1204 Geneve, Switzerland (hereinafter referred to as “IAPC”, “we” or “us”) including the content made available through this website (the “Website”).

These Terms of Use may be varied from time to time, and your use of this Website is subject to the current Terms of Use as of the date of your use of the website. Please check these Terms of Use regularly to ensure you agree to them. If you do not agree to them, please refrain from using the Website.

**Object and Acceptance**

Any person who accesses the Website (“you”) hereby accepts these Terms of Use in force at the time of your visit to the Website and agrees to abide by such Terms of Use.

The content we make available to you through the Website (the “Content”) may be governed by special conditions (“Special Conditions”) which you accept each time you access such Content. In the event of a conflict or inconsistency between these Terms of Use and any Special Conditions, the Special Conditions will prevail over these Terms of Use. Each time you access the Website and its Content, you accept these Terms of Use and any Special Conditions applicable to that Content.

The Website does not constitute or purport to constitute a source of advice or a means to establish a business relationship of any kind between you and us. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Content we provide on the Website without notice. If you continue to use the IAPC website, you will be deemed to have accepted the changes. From time to time, we may restrict access to some parts of the Website, or the entire Website.

We are not under any duty to make the Website available and will not be liable if for any reason the Website is unavailable, totally or partially, at any time or for any period.

**Use of the Website**

1. **General information**

You acknowledge and voluntarily and expressly accept that your use of the Website is made under your sole and exclusive responsibility.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and any applicable Special Conditions (if any), and that they comply with them.

1. **User account**

You can create a password-protected customer account by entering your e-mail address and a password. In your customer account you can adjust your contact details, manage your billing or delivery address(es) in an address book and change your password. Each user may only create one customer account. The customer account is strictly personal. You must treat such information as confidential, and you must not disclose it to any third party. You warrant that the data entered when creating the customer account is accurate and complete. You undertake to keep this data up to date at all times and to update it in the event of changes to your customer account. At the request of IAPC, the correctness of the deposited data must be proven. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

By opening a customer account, you agree to the validity of these terms of use. The contractual relationship thereby established for the use of our website shall run for an indefinite period of time.

1. **Reputational damage**

By accessing the Website, you agree that you will not perform any acts that may damage our image, interests, or rights or those of any of our affiliates, or that may damage, render useless or overload the Website, or that may impede, in any way, the normal use of the Website by other visitors.

1. **Security measures**

We implement reasonable security measures which are adequate to detect the existence of viruses. Nevertheless, you must be aware that the existing security measures for computer systems on the internet are not entirely trustworthy and that, therefore, we cannot guarantee the non-existence of viruses or any other elements that may cause alterations to your computer systems (hardware and software) or to your data and files contained in your systems.

**Intellectual Property Rights**

All Content on the Website is either owned by us or granted license to us. Everything you see or read on the Website (such as images, photographs, illustrations, texts, video clips and other materials) is protected worldwide by copyright, design, trademark and other intellectual property laws. Images, texts, graphics, computer software etc. contained, presented or downloadable from this website may not be copied, downloaded or used in any other way unless otherwise stated.

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**Links and Linking**

The establishment of links to pages of this website requires the prior written consent of IAPC. Framing of pages of this website (i.e. embedding in another website) is not permitted.

IAPC cannot be held responsible for any website linked or referred to from this website nor the content or information contained therein. If any damage occurs by the use of information presented there, only the owner and/or the author of the respective pages might be liable, not the one who has linked to these pages.

**Personal Information**

The collection and the use of your personal information are governed by our Privacy Policy which is incorporated into these Terms of Use.

**Limitation of Liability**

By accessing this Website, you are stating that you agree to all of the following terms and conditions:

* In no event shall IAPC be liable to you or any other party on any legal theory, for any special, incidental, consequential, punitive, exemplary or any damages whatsoever arising out of or in connection with the use of any content in this Website, whether or not advised of the possibility of damage.
* The content of this Website is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, reliability, up-to-dateness or absence of errors. We reserve the right to alter or remove the content, in full or in part, without prior notice.
* Statements or methods presented in the contents are those of the authors and do not constitute an endorsement by IAPC. Nothing on this Website shall be deemed to be a recommendation of, endorsement of, or a representation as to a third party's qualifications, services, products, offerings, or any other information or claim.
* You agree to indemnify and hold IAPC harmless from any claim or demand, including legal and accounting fees, made by you or any third party due to or arising out of your use of this website, or your violation of these Terms of Use.

**Governing Law and Jurisdiction**

These Terms of Use and all issues regarding this Website (including enquiries, offers, orders, etc. resulting from the use of this website) are governed by substantive Swiss law, excluding its conflict of law provisions.

The exclusive place of jurisdiction for all disputes in connection with the above provisions and the use of this website (including enquiries, offers, orders, etc. resulting from the use of this website) are the courts of the city of Geneva, Switzerland. However, IAPC has the right to proceed before any other competent court.

**Amendments**

These Terms of Use may be varied from time to time and your use of this Website is subject to the then-current terms each time you access the Website and its Content. Please check these Terms of Use regularly to ensure you are familiar with them.

**Contact**

Questions, comments and requests regarding this Website are welcomed and should be addressed to IAPC, c/o Meyerlustenberger Lachenal Froriep SA, Rue du Rhone 65, 1204 Geneve, or via secretariat@iapc.group.