

# Legal notice and terms of use of the geocatalogue "geocat.ch"

## General

In accordance with its legal duties and tasks as set out in the Federal Act on Geoinformation (GeoIA) and its implementing ordinances, the Federal Office of Topography (swisstopo) provides the public with a geocatalogue, geocat.ch, which enables the access to geometadata relating to all or parts of the Swiss territory. The geocatalogue also allows geometadata to be edited, modified and managed directly in the application or imported from another catalogue by harvesting. The geometadata contained in geocat.ch can then be exported to other data catalogues.

The geocatalogue was developed to document the basic geodata and geoservices of the federal government, the cantons and the municipalities. Within the framework of the National Spatial Data Infrastructure (NSDI), the input of geometadata is also permitted for other users, providing the terms of use mentioned here are complied with.

These general terms of use may be amended or supplemented at any time without prior notice, in response to changes to the website, changes in legislation or for any other reason considered necessary. The user is responsible for being informed about the general terms and conditions of use of the geocatalogue, of which only the current and online accessible version is considered valid.

## User accounts

The geocat.ch website allows users with an account to "log in" to access an environment for entering, managing, validating and publishing their geometadata. They can also manage the user rights within their organisation.

User information is collected by swisstopo to create user accounts. These user accounts are managed by swisstopo. By doing so, the user agrees to the storage of his/her personal data.

The user accounts are secured by passwords.

All new users of geocat.ch are required to attend an introductory training course to acquire basic knowledge of the application.

All new users are automatically subscribed to the "deploy" newsletter mailing list, which informs users about system updates.

## Content generated by users

The user agrees to only store content on this environment for which he owns the rights or for which the rights have been assigned to him.

Reusable objects (ROs) such as formats, spatial extents and contacts can be used by other users.

The user undertakes to ensure that the content to which he/she contributes does not contain any content that is prohibited by law, nor is it explicitly or implicitly linked to websites and/or applications that offer such content (defamatory, misleading, distorted or false information, content that infringes on the privacy of a third party, immoral content, etc.).

If the content entered does not comply with these conditions, swisstopo reserves the right to delete the data entered and, if necessary, to delete the user account. Data and accounts may also be deleted if the user does not update invalid data and does not respond to requests from swisstopo to update or delete data.

The content is provided at the sole responsibility of the user and swisstopo is not responsible in any way for the content hosted by it or for links to other content.

The quality, timeliness and completeness of the geometadata are entirely the responsibility of the metadata owner. Publishers are responsible for keeping their metadata up to date.

The publication of geometadata on geocat.ch is free of charge for the publisher/user.

swisstopo reserves the right to make changes to the geocat.ch website and the content storage service for reasons of maintenance, updating or any other changes that may be necessary.

### **Limitation of liability**

swisstopo undertakes to provide the necessary and reasonable means to ensure continuous access to the geocat.ch website and its contents for the user.

However, swisstopo cannot be held liable to users for any interruptions, downtime or quality defects in the geocat.ch services for whatever reason. swisstopo notifies users in the event of maintenance, servicing or updating work with the "deploy" newsletter.. Updates are also documented on the geocat.ch website.

Data is regularly backed up by swisstopo, but swisstopo cannot be held responsible for any data loss..

swisstopo cannot be held liable for attacks on the computer system or for the temporary or total unavailability of the website.

Only swisstopo can decide on necessary adjustments, further developments or changes to the software. swisstopo will inform users in good time. Third parties are encouraged to make suggestions for the further development of the application. However they have no rights to the catalogue's development. No financial participation can be expected from swisstopo for data adjustments by the user due to software updates or changes.

The information and data contained in the geometadata come from various suppliers who use the geocatalogue and provide it with metadata. swisstopo accepts no liability for the accuracy, completeness or any discrepancies in the information.