



## **General terms and conditions of use for the “CHOOSE by Odeka” mobile app**

### **ARTICLE 1**

#### **PURPOSE OF THE GENERAL TERMS AND CONDITIONS OF USE**

The aim of these general terms and conditions (hereinafter referred to as “GTC”) is to define the rights and obligations relating to the “CHOOSE by Odeka” mobile app owned by Odeka Sàrl, a company entered in the commercial register of Geneva, which has its registered office at route de Satigny 42, 1242 Satigny, Geneva, Switzerland.

By installing the app on a device and/or accessing the app, the user unreservedly accepts these GTC in their entirety and undertakes to respect the resulting obligations.

These GTC comprise the entire agreement between the user and the company with regard to use of the app.

Odeka Sàrl reserves the right to amend these GTC at any time by updating them. The applicable version of the GTC is the version in effect when the user connects to and/or uses the app. It will be available to the user online.

## **ARTICLE 2**

### **DEFINITIONS**

- **The app:** the “CHOOSE by Odeka” mobile app.
- **The company:** Odeka Sàrl, company domiciled at Route de Satigny 42, 1242 Satigny, Geneva, Switzerland.
- **The user:** any person accessing or using the app.

## **ARTICLE 3**

### **PURPOSE AND FUNCTIONALITY OF THE APP**

The “CHOOSE by Odeka” app permits the user to connect to a live interpreting service in the language defined by the conference organiser, who utilises Odeka Sàrl to provide the technical service and potentially to provide professional interpreters.

## **ARTICLE 4**

### **USER’S RIGHTS**

Odeka Sàrl grants the user the right to use the app and its content. This right is granted as a private, personal, non-exclusive, revocable, non-assignable, non-transferable and free right solely for use of the app and for no other purpose.

The user is strictly prohibited from accessing and/or using and/or attempting to access or use the source codes or object codes of the app.

The user does not acquire any intellectual property rights to the app or its content, nor any other right apart from the rights granted by these GTC.

## **ARTICLE 5**

### **USER'S OBLIGATIONS**

The user undertakes to respect these GTC when using the app.

By using the app, the user undertakes not to act in a manner that could damage or be prejudicial to the image, interests or rights of Odeka Sàrl, or that could damage the app or prevent it functioning.

## **ARTICLE 6**

### **PERSONAL DATA**

The user may request access to his/her personal data, particularly in order to correct it, by sending an e-mail to the company at [info@odeka.ch](mailto:info@odeka.ch).

In order to transmit audio, only the user's IP address is directly retrieved, in anonymous form.

The company respects the applicable provisions of the GDPR (General Data Protection Regulation).

The user's data are deleted once the user has logged out of the app.

## **ARTICLE 7**

### **INTELLECTUAL PROPERTY**

The entire content of the app is subject to Swiss law.

All rights of reproduction and representation relating to the app are reserved by Odeka Sàrl, including all graphic, iconographic and photographic rights, irrespective of the jurisdiction and of whether such rights have been registered. The reproduction and/or representation of all or part of the app, via any medium, including all commercial names, trademarks, logos, domain names and other distinguishing marks, is formally prohibited and constitutes counterfeiting punishable under intellectual property law.

The words "CHOOSE by Odeka" and all logos are registered trademarks of Odeka Sàrl.

## **ARTICLE 8**

### **AVAILABILITY OF THE APP AND ACCESS**

The app is accessible online 24 hours a day, 7 days a week.

Odeka Sàrl undertakes to put in place all necessary measures to ensure optimal access to the app.

Nevertheless, given the complexity of the Internet and the large number of Internet users at certain times, Odeka Sàrl does not give any guarantee of continuity of service. The company may not be held responsible for any inability, even temporary, to access all or part of the app. No right to compensation is granted in this respect.

Furthermore, Odeka Sàrl shall not be held liable, nor shall it be required *a fortiori* to compensate the user, for any damage resulting directly or indirectly from unavailability of the app.

Odeka Sàrl reserves the right to cease to provide all or part of the service or functionalities of the app, either permanently or temporarily, at its sole discretion, without prior notice and without compensation.

The user is solely responsible for the technical resources used to access the app. Therefore, the user is, in particular, solely responsible for the necessary equipment and the related costs.

The company shall not incur any liability in connection with overloading of the Internet or any malfunctioning on the mobile devices used by the user.

## **ARTICLE 9**

### **LIMITATION OF LIABILITY – DISCLAIMER OF WARRANTIES**

The user bears sole responsibility for his/her user ID. The user undertakes to maintain the confidentiality of the user ID and not to disclose it to third parties. The user must inform Odeka Sàrl immediately if he/she becomes aware of any unauthorised use of his/her account, by writing to the following address: [info@odeka.ch](mailto:info@odeka.ch).

Under no circumstances may the company be held liable for unauthorised use of a user's account.

In general, the user accepts and acknowledges sole and entire responsibility for his/her use of the app, including any information transmitted by the user.

Odeka Sàrl may not be held liable in this connection for any damage resulting from loss, modification or fraudulent use of data, accidental transmission of viruses or other damaging elements, or the attitude or behaviour of third parties.

Moreover, it shall not bear any liability for incorrect use of the app, nor in the event of force majeure or in circumstances beyond its control.

## **ARTICLE 10**

### **NON-WAIVER**

If one of the parties refrains from taking action against the other party for failure to perform one of its obligations under these GTC, this shall not be interpreted, for the future, as a waiver of the respective obligation.

## **ARTICLE 11**

### **APPLICABLE LAW – DISPUTES**

These GTC are subject to Swiss law.

Any dispute relating to the app or the interpretation of these GTC shall be submitted to the competent court at the place of Odeka Sàrl's registered office.

## **ARTICLE 12**

### **CONTACT**

The user may send any questions or comments on these GTC to Odeka Sàrl at [info@odeka.ch](mailto:info@odeka.ch).