



**Bern, 01.01.2021**

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# Terms of use for products in electronic format

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## General

The General Terms and Conditions (GTC) of the foreign trade statistics (FTS) of the Federal Customs Administration (FCA) apply to orders for services and products in electronic format.

1. The GTC rule the conclusion, content and handling of contracts of the purchase of products in electronic format and the provision of services by the FTS.
2. These provisions will be considered as accepted unconditionally by customers once they place an order using the electronic form, by post or e-mail.
3. The products are sold without a guarantee. Defects or malfunctions in the services sold by the FTS must be reported immediately following detection. Customers are obliged to check a product sold by the FTS for any defects within three weeks of its dispatch and to inform the FTS in writing of the defects detected by this deadline. Otherwise, the purchased product will be considered as approved.
4. Customers will be held liable for all incorrect and/or incomplete information (particularly regarding the delivery address) they submit to the FTS.
5. The FTS does not accept any liability in case of breach of contract. The FTS's liability is limited to the reimbursement of any payments already made for defective services, subject to clause 3.
6. Customers agree that their personal information may be stored by the FTS for the period of time required for the processing of the order, correct accounting and internal analyses by the FTS. The forwarding of customer personal information by the FTS to third parties is excluded.
7. Customers of an annual subscription of FTS data agree to their subscription being renewed tacitly for one year.  
However, the annual subscription may be cancelled within 30 days from receipt of the invoice.
8. Access to the "expert version" of the Swiss-Impex database is subject to a fee. In case of misuse, the account will be blocked without prior notice.
9. Customers may pay the amount due only by means of a postal order or bank transfer. Credit cards are not accepted.

10. Customers who wish to receive an electronic invoice (eBill) must send a written request to the following address: [info-finanzen@ezv.admin.ch](mailto:info-finanzen@ezv.admin.ch) .  
The relevant General Terms and Conditions for electronic invoices can be found on the internet at: <https://www.ezv.admin.ch/ezv/en/home/information-companies/declaring-goods/e-bill.html>.
11. The use and reproduction of information from a product in electronic format is only permitted if the following source is indicated: "Source: Federal Customs Administration".

## **Copyright**

Use and reproduction of information

The © copyright for the electronically delivered products is owned by the FCA.

1. The user may not make partial or full copies of the products or reproduce them in any other manner in order to pass them on to third parties free of charge or in return for payment.
2. The above-mentioned reproduction of the information contained in the product for commercial purposes requires a written authorisation, which must be obtained in advance from the Federal Customs Administration at the following e-mail address: [stat@ezv.admin.ch](mailto:stat@ezv.admin.ch) or at the following postal address: Federal Customs Administration, Data Services Division, Taubenstrasse 16, 3003 Bern
3. This authorisation is only valid if it was issued in writing in advance by the FCA; any possible indemnification may be set down in a written contract.

## **Data protection**

The provisions of the Federal Act of 19 June 1992 on Data Protection ([SR 235.1](#)) apply.

## **Antivirus**

The recipient is responsible for checking that the data is not infected with viruses. The FCA cannot be held liable for infected data carriers and possible consequential damages.

## **Liability**

The FCA does not accept any liability for ensuring the information is accurate and up to date. The FCA will in no way be held liable for any damage caused.

## **Place of jurisdiction**

The place of jurisdiction is Bern.

## **Amendments**

The FCA expressly reserves the right to amend the products in electronic format or the prices.