

Terms of Use of the Site buyeco.ch

These terms and conditions have been translated from French. In case of doubt, the French version shall prevail.

1. PURPOSE

These General Terms of Use of the Site buyeco.ch (hereinafter: the "Terms of Use") define the legal relations between the User (i.e., the buyer and/or seller) and BUYECO Sàrl (hereinafter: "BUYECO"), owner of the site buyeco.ch (hereinafter: the "Site") in connection with the use of said Site.

The use of services offered by third parties or third-party websites to which the Site refers through hyperlinks is subject to the Terms of Use of their respective operators.

By using the Site, accessing the published content therein, or availing oneself of the services offered by BUYECO, the User expressly agrees to these Terms of Use.

BUYECO will provide its services on the express condition that the User complies with these Terms of Use. If the User does not accept or comply with these Terms of Use, BUYECO reserves the right to prohibit the User's access to the Site at any time. BUYECO also reserves the right to take legal action against any User who violates these Terms of Use and to seek redress in court for any damages caused by such use.

2. BUYECO SERVICES

2.1. General

The following services and offerings are available to the User on buyeco.ch:

- Purchase and sale of Guarantees of Origin (hereinafter: "GO") for renewable energy:
- The listing platform, with fixed-price listings inserted by sellers
- The call for tenders platform, with tenders from buyers
- Advisory service for sellers and buyers, before, during, and after the sale.

To be able to buy or sell on BUYECO, the User must first validate their user account. All contractual terms for these services and offerings are defined and governed by the General Terms and Conditions of Sale.

If the User does not wish to buy or sell, these Terms of Use refer to and cover their rights and obligations.

2.2. Modifications

BUYECO may modify the content and format of its services, remove certain services, adapt its equipment to technical requirements, or change its range of offerings at any time and without notice.

BUYECO may also engage third parties at any time to provide its services.

The User acknowledges and waives any potential claims for compensation from BUYECO as a result of these modifications.



2.3. Commitment of BUYECO

BUYECO undertakes to provide its services diligently and professionally. BUYECO strives to keep the Site accessible at all times. However, the Site may be temporarily inaccessible due to maintenance work, technical disruptions, or any other reason. BUYECO is not liable for these inconveniences and does not guarantee the availability of the Site and its published content.

BUYECO endeavors to allow only current and correct data to be published on the Site. However, BUYECO does not guarantee the accuracy or completeness of all data accessible on the Site. BUYECO is in no way responsible for the content published on the Site by Users.

2.4. Private Use

No data from the Site may be exploited or disseminated (electronically or in print or by any other means) for commercial purposes without the prior written authorization of BUYECO.

3. REGISTRATION WITH BUYECO

3.1. General

Registration with BUYECO is necessary for the User to benefit from the services and offerings provided through the Site. To buy and/or sell Guarantees of Origin, BUYECO must validate the User's account.

3.2. Personal Information and Confidentiality

All personal information transmitted to BUYECO by the User during registration is processed solely by BUYECO, which further commits to respecting the confidentiality and security of the data provided by the User.

BUYECO will use the User's personal information solely for the purpose of enabling satisfactory access to its services. They will not be disclosed to any third parties. The User alone is responsible for the accuracy of the personal information transmitted to BUYECO. The User therefore undertakes to provide BUYECO with the required information exhaustively and in accordance with reality, and to immediately update any changes to their personal information.

During a purchase or sale facilitated through BUYECO, contact details are exchanged with the other party, as defined in the General Terms and Conditions of Sale. However, the parties are obliged to keep this information confidential, unless specifically agreed otherwise.

3.3. Access Data

The User is responsible for managing their access data (username/password) carefully, confidentially, and with caution. BUYECO is not responsible for the misuse of access data or damages resulting from unauthorized access by third parties.



The User agrees to immediately inform BUYECO of any unauthorized use of their access data and of any misuse observed on the Site.

BUYECO continually strives to protect the Site with appropriate measures against unauthorized access and illicit use by third parties. However, BUYECO disclaims all liability in case of abusive use of the User's personal information by third parties.

3.4. Publication of Content on the Site

The User undertakes that all data inserted on the Site corresponds to the purpose of this platform, namely the exclusive purchase and sale of Guarantees of Origin for renewable energy.

BUYECO may (but is not obligated to) block, delete, or refuse the publication of Guarantees of Origin proposed by the User if they are deemed non-compliant with these Terms of Use or do not align with the purpose of the Site. BUYECO decides at its discretion without the possibility of recourse or compensation.

4. JURISDICTION AND APPLICABLE LAW

These terms are subject to Swiss substantive law. In case of dispute, the exclusive legal venue is in Lausanne.