

General Terms and Conditions and Privacy Policy for Zurich Neuromotor Assessment (ZNA2)

1. Basic Principles

(a) The Zurich Neuromotor Assessment 2 (ZNA 2) is a research instrument that enables a standardized assessment of the neuromotor development of children and adolescents aged between 3 and 18 years by testing motor abilities with pure motor tasks and motor skills (with adaptive tasks). Performance and movement quality are measured.

(b) The assessment of children and adolescents is conducted using standardized test material. The results are evaluated using a web-based application (www.znm2019.ch).

(c) These General Terms and Conditions («GTC») govern the contractual relationship worldwide between a user («client») and «Für das Kind Giedion Risch AG», Falkenstrasse 26, 8008 Zurich («Giedion Risch AG») regarding the purchase of Zurich Neuromotor Assessment 2 («ZNA2») test material and the access and use of the ZNA2 online application of Giedion Risch AG via the website <https://www.znm2019.ch>.

(d) With the initial registration on the ZNM or the purchase of the test material, the customer expressly declares that he has read, understood and accepted the following General Terms and Conditions. The customer is requested to download, save and print out the GTC. If a customer does not agree with these GTC, he may not use the ZNM. Deviating provisions of the customer will not be accepted, unless «Giedion Risch AG» expressly accepts them in writing.

(e) «Für das Kind Giedion Risch AG» recommends its 2-day neuromotor courses to users. Registration can be made at: <https://shop.e-guma.ch/fuerdaskind/de/events/c/kurse-zuercher-neuromotorik-2-3713878>

2. Contract Formation

(a) The webshop offers of the test materials (<https://shop.e-guma.ch/fuerdaskind/de/tickets>), the courses (<https://shop.e-guma.ch/fuerdaskind/de/events/c/kurse-zuercher-neuromotorik-2-3713878>) and the ZNA2 online application available at <https://www.znm2019.ch> do not constitute a binding offer on the part of Giedion Risch AG.

(b) The tender for the test material and the online application ZNM at <https://www.znm2019.ch> does not constitute a binding offer on the part of «Giedion Risch AG».

3. ZNA2 Online Application

3.1. Terms of Use

(a) When registering on the online application ZNM, the client receives his or her own user account, on which he or she can access the services of Giedion Risch AG in accordance with the section 3.2.

(b) When registering, the client enters a user name and password («access data») and receives automatic confirmation of the registration. The access data is valid for the client personally and must be kept safe and confidential. If the client becomes aware that unauthorized third parties have obtained access to the ZNA2 using his or her access data, he or she must inform Giedion Risch AG (at the e-mail address info@znm2019.ch). The customer is solely responsible for all activities under his or her access data.

(c) Access to and use of the ZNA2 is restricted to self-employed specialists and to specialists in institutions dealing with the motor development of children and adolescents. Persons who do not belong to these groups are not permitted to access or use the ZNA2.

(d) The client undertakes to use the ZNA2 (including the tests offered therein against payment) exclusively in accordance with these GTC, any instructions for use, applicable law, and any private regulations applicable to his or her profession. He or she shall use the data generated on ZNA2 only for professional purposes and within the scope of his or her instructions vis-à-vis the tested person.

(e) The client is obliged to ensure that he or she enters the data of his or her test persons into the ZNA2 in such a way that Giedion Risch AG cannot identify the tested persons from this. In particular, the client is expressly prohibited from entering the first and last names or other directly identifying details of the tested persons in the ZNA2 online application. In order to be able to assign the assessments to the corresponding tested persons, the client can enter substitute numbers or a pseudonym (Client-ID).

(f) The client is responsible for ensuring that he or she is entitled to use the ZNA2. In particular, he or she must ensure that he or she only processes the tested persons' personal data lawfully. This includes in particular that he or she uses the ZNA2 only on the basis of the consent of the tested person or his or her legal guardian, if such consent is necessary.

(g) In the event of suspicion of improper use, Giedion Risch AG may block the client's access data for an indefinite period at any time without prior notice and without giving reasons, or remove the client's content. Giedion Risch AG excludes any liability for any legal or other damages incurred by the client in this connection.

3.2. Services on the ZNA2 Online Application

(a) The client can create test person profiles on his personal user account, obtain test evaluations, enter data, and create evaluation sheets.

(b) The client may purchase one or more test evaluations in his or her user account under the heading «Profile» by clicking on the link «Buy more tests» under the conditions set out in Section 4 below. If the client's credit balance is sufficient to pay the purchase price, Giedion Risch AG deducts the corresponding amount from the credit balance and activates the ordered tests on the client's user account.

(c) The results of the test procedure at the ZNA2 do not serve to diagnose any neurological or motor disorder in a tested person but support the specialist in assessing the stage of development of the motor functions.

4. Payment, Prices and Terms of Payment

4.1. Prices

(a) Registration on and use of the ZNA2 online application is free of charge. On registration, the client receives the right to use the services of the ZNA2 online application without charge for the duration of the contract.

(b) This does not apply to the test material or additional ZNA2 services (such as test evaluations, training documents etc.), which can be offered separately by the ZNA2 and purchased for a one-off fee. Delivery costs shall be borne by the client.

(c) The prices stated on the ZNA2 include VAT and any administration fee for payment processing and are an integral part of the contractual relationship. Giedion Risch AG may unilaterally adjust prices at any time.

4.2. Terms of payment

(a) Payment is made by credit card for the services offered by the ZNA-webshop (such as test evaluations, training documents, courses etc.) or the test evaluation by the online application ZNAapp.

(b) After the termination of the contract, the client shall be paid any remaining credit balance after deduction of any outstanding claims of Giedion Risch AG to a Swiss bank account designated by the client. If the client does not designate a bank account within 12 months of termination of the contract, the remaining credit shall be permanently forfeited to «Giedion Risch AG».

5. Intellectual property

(a) «Giedion Risch AG» holds all rights to the test material, to the online application, and to the contents of the ZNA2, in particular all individual parts, information, instructions, test sheets, manuscripts, formulae, images, layouts, tasks, data, and texts.

(b) The client has the non-exclusive, non-transferable and non-sublicensable right to use the ZNA2 online application and all content published on it, such as information, instructions, search sheets, manuals, formulas, images, layouts, tasks, data, and texts, within the scope of his or her professional activity and in accordance with his or her instructions vis-à-vis the test person, in accordance with the conditions of these GTC and the applicable statutory provisions. No further rights are granted. In particular, he or she may not continue to use content on the ZNA2 online application, such as texts, images, graphics and formulas, outside of the contract with the test person.

6. Liability, Warranty, Indemnification

6.1. Warranty

(a) If the delivered test material is defective at the time of delivery through manufacturing or other defect or is delivered incorrectly, «Giedion Risch AG» will provide a replacement if the client notifies us of the defect in writing within 14 days.

(b) «Giedion Risch AG» makes no further guarantee of the correctness, accuracy, reliability, currentness, completeness, or suitability for use of the test material or of the ZNA2 online application or the contents published on it.

(c) «Giedion Risch AG» does not guarantee the correctness, accuracy, or reliability of the evaluations on the ZNA2 online application. The test results do not replace a careful examination of the neurological and motor abilities of the tested persons.

«Giedion Risch AG» is not responsible for the success of any result but only seeks careful provision of the ZNA2 online application.

6.2. Liability

(a) To the extent permitted by law, «Giedion Risch AG» expressly excludes all liability for direct and/or indirect damage (such as consequential loss, loss of profit or loss of trust) suffered by the client or by third parties in connection with access to or use of the ZNA2 or the use of test material or additional services.

In particular, any liability for damages resulting from server interruptions, data loss, incorrect content, evaluations, or instructions, links, programming and/or calculation errors is excluded.

6.3. Indemnification

The client undertakes to indemnify «Giedion Risch AG» against any and all claims, demands, damages, losses, or demands arising from his or her registration and/or use of the ZNA2.

7. Duration and termination of contract

(a) The contract for the purchase of the test material shall be deemed to be fulfilled upon delivery.

(b) The duration of the contract on the use of the ZNA2 online application is unlimited. Both parties have the right to terminate the contractual relationship with immediate effect. Unless the customer instructs otherwise, Giedion Risch AG may delete all data on the customer's user profile upon termination of the contract. The repayment of any remaining credit balance of the customer shall be made in accordance with the section 4.2.(b).

8. Conclusion

8.1. contract adjustments

«Giedion Risch AG» reserves the right to amend these GTC at any time. Adjustments to the contract will be communicated to the customer at the time of registration renewal with the declaration of consent.

8.2. Severability clause

Should one or more of the provisions of these GTC be void or ineffective, the remaining provisions shall remain unaffected. In the event that a clause is null and void or ineffective, it shall be deemed to have been that that comes closest to the original will of the parties.

8.3. Applicable law / place of jurisdiction

The use of the ZNA2 and the resulting contractual relationship shall be subject to Swiss substantive law. The exclusive place of jurisdiction for all disputes in relation to the use of the ZNA2 and the resulting contractual relationship is Zurich.

This translation is provided for information purposes only and has no legal force. The German-language version of the contract is legally binding.

Für das Kind Giedion Risch AG, 16.9.2019