

# Terms and Conditions

Terms and conditions for use of the website of the INSEAD Alumni Association Switzerland. These must be accepted by all visitors to use the website.

## Preamble

The INSEAD Alumni Association Switzerland (hereinafter "IAA CH" or "the Association") maintains a website through which its members can network, obtain information on IAA CH and its clubs and pay the annual membership of the Association.

The IAA CH website offers registered users, among others, information around its events and the IAA CH clubs, discussion forums and on future developments of the IAA CH blog or new services.

Access to the IAA CH blog is limited to paying members of IAA CH. Data from the IAA CH site or blog may not be disclosed to third parties or used for purposes expressly that are inconsistent with the objectives of IAA CH according to its statutes.

By registering as a user of IAA CH or paying the membership fee of the association, the user accepts the following terms and conditions for the use of the website of IAA CH (hereinafter referred to as the "T&C" or "Terms and Conditions").

These Terms and Conditions govern the contractual relationship between the user and IAA CH, regardless of whether the user is registered with IAA CH or not.

The user can print, download or save these T&C at any time, even after conclusion of any contract by clicking on the link that appears on all IAA CH sites under 'Terms and Conditions'.

## 1. Subject

- 1.1 Any use of the services and content offered on the IAA CH sites with the exception of those provided by IAA CH may not be used without the prior written consent of IAA CH.
- 1.2 IAA CH can post data and / or information provided by the user to other users, to the extent that such data and / or information does not violate any laws or these Terms and Conditions. IAA CH is entitled to remove illegal content without notice from its website.
- 1.3 IAA CH offers users a platform to interact with other users, and only provides those technical applications that allow general users to contact each other. IAA CH may not contribute to the content of communications between users. If users of the IAA CH sites undertake contracts with one another, IAA CH is not involved and is therefore not a party to such contracts. Users alone are responsible for the execution and performance of contracts concluded among themselves. IAA CH is not liable for breaches of duty of its users related to contracts concluded between the users.

## 2. Access to the IAA CH blog

- 2.1 Access to the IAA CH blog is open exclusively to paying members of IAA CH. Members who have not paid their fees can only contact IAA CH to update their profile information and can pay their membership dues online. Membership may be requested at any time in writing to IAA CH from any person who fulfils the conditions according to the statutes.
- 2.2 The access shall terminate when membership of IAA CH is terminated and on the effective date in which the termination takes effect.
- 2.3 The selected password during registration is confidential and must not be disclosed to third parties. Staff and Committee members of IAA CH will never ask the user at any time for the password. It is forbidden for users to allow third parties to use the IAA CH network. Users are obligated to immediately inform IAA CH if there is reason to suspect that someone else knows their password, has access to and / or has misused an account.

### **3. Obligations of the User**

#### 3.1 The user undertakes:

3.1.1 To provide only true and non-misleading information in their profile and in communications with other users, to correct any false or misleading information immediately in the settings of their account. These corrections may be made at any time on the INSEAD Alumni database or by email to IAA CH.

3.1.2 To upload only content (e.g. photos of people, events, texts) to the site of IAA CH, of which public reproduction is permitted.

3.1.3 To comply with the applicable laws and all rights of third parties in the use of the content and services on the IAA CH site. It is forbidden for the user in particular:

- to use the information for purposes that are inconsistent with the objectives and the statutes of IAACH;
- to upload offensive or defamatory content and / or use, regardless of whether such content relates to other users, IAA CH staff or committee members or other persons or entities;
- to upload, promote offer or distribute pornographic content or products or content that contravenes youth protection laws,
- to unreasonably harass other users (especially through spam), for commercial, political and religious or other purposes;
- to use legally protected content (e.g. by copyright, trademark, patent, design or utility model law), without being authorized to do so, or to promote, offer or sell legally protected goods or services;
- to engage in practices considered to be unfair competition or to promote them, including progressive customer acquisition (such as chain or pyramid schemes).

3.1.4 To refrain from the following annoying actions, even if they do not concretely violate any laws:

- mass mailing of chain letters, spam, advertising messages or information which are not related to INSEAD and IAA CH;
- Performing advertising and sales promotion measures (such as multi-level marketing or multi-level network marketing) or
- offensive or sexually oriented communication (explicit or implicit)
- unauthorized IAA CH mass mailings
- collect or copy contact data of other users for the purpose of sending massive amounts of data (digital or written)

3.2 The following actions are expressly prohibited to any user:

- use of mechanisms, software or scripts in connection with the use of IAA CH sites. The user may however use the interfaces or software that are provided to him as part of the services offered on the website of IAA CH
- blocking, overwriting, modifying and copying content, unless this is necessary for the proper use of the services of the IAA CH sites. Copying by means of "robot / crawler" search engine technology is expressly prohibited
- public distribution and communication of the contents of IAA CH websites or content provided by other users
- any action that is likely to affect the functionality of the IAA CH infrastructure, particularly by burdening them excessively.

### **4. Responsibility for contents, data and / or information of the user**

4.1 The IAA CH is solely responsible for the content created by it, with the express exception of information provided to it by third parties (including member profiles and posts and of the IAA CH clubs and their events).

4.2 IAA CH accepts no responsibility for the information, content and data provided by IAA CH website users and / or information or content of linked external websites. IAA CH in particular does not ensure that these contents are true, fulfil a specific purpose or can serve such a purpose. These provisions also apply to the blog.

4.3 Should a user become aware of an illegal or incorrect use or use contrary to the statutes of the IAA CH website, he can report this via the contact form provided on the IAA CH site.

## **5. Content and functions of IAA CH blog**

### **5.1 Member Profiles**

Part of the profile data (such as name and programs attended at INSEAD) cannot be changed by the user. He can request changes at any time in writing or by-mail with a justification.

5.2 IAA CH cannot technically determine with certainty whether a registered user of the IAA CH sites is in fact the person he claims to be. IAA CH therefore does not guarantee the true identity of a user.

### **5.3 Events**

Events can only be uploaded by IAA CH and by those responsible for organizing the respective IAA CH events (notably the clubs and chapters). It is possible to restrict event participation to selected members or groups of members.

### **5.4 Payments**

Membership fees can be made on the IAA CH site. Amounts shown are usually gross, i.e. taxes, if applicable, are included in the amounts shown.

## **6. Events**

- In case of cancellation or cancellation up to 5 days before an event, no refunds will be made. Until then, unpaid amounts shall be paid. The transfer of registration to another person who satisfies the criteria for the event is possible.
- In case of cancellation 5 days before the event, a handling charge of 20 of the registration fee or a minimum of CHF 20 is charged to the participant.
- The participation fee is due for payment immediately after receiving the confirmation e-mail and must be paid prior to the event. The definitive confirmation of participation takes place only after receipt of payment.
- If an event is cancelled or rescheduled, the participation fee already paid will be fully refunded by the organizer.
- For larger events (e.g. IAA CH Conferences), other terms and conditions may apply. When you sign up for such a special occasion your attention will be drawn to the special terms and conditions.

## **7. Data Protection and privacy**

7.1 User privacy is a top priority at IAA CH. The personal data of users are treated very carefully and comply with the provisions of the Swiss data protection and telecommunications law. This information will not be shared or sold to third parties. Exceptions include the dissemination of information to IAA CH clubs and chapters or any third parties involved (see section 7.2).

7.2 The information you provide is stored on servers in Switzerland and protected from access by third parties. Access to your data is restricted to those persons who need to have access, to perform their tasks. IAA CH uses any personal information only,

- to provide you with the use of internet services from IAA CH by online means
- to provide services for members, such as sending invitations and newsletters, compilation of who's who and other publications for members. If it is necessary, third parties are involved for these services. These parties undertake in writing, to not use the data otherwise and to delete it immediately after use.

## **8. Changes to the Services on IAA CH websites**

8.1 IAA CH reserves the right to change the services offered on the IAA CH websites or to offer different services, unless this is unreasonable for the user.

8.2 The User acknowledges that 100 availability of the IAA CH websites is not technically possible. In particular, maintenance, security or capacity issues and events that are not in the sphere of

influence of IAA CH (such as disruptions in public communication networks, power failures etc.), may result in brief malfunctions or temporary interruptions of the services on the IAA CH websites.

## **9. Termination of the contract, refund of fees paid in advance**

9.1 The User may terminate IAA CH membership at any time informally without giving a reason.

9.2 IAA CH may block access of a user to the IAA CH websites for good causes. Such causes may include the following:

- failure to pay the membership fee
- illegal activities of the user
- violation by the user of his contractual obligations, in particular under Section 4 of these T&C
- exclusion of the user from the Association
- the user advertises for or supports organizations or communities - or their methods or activities - which are under observation of security or child protection agencies
- the user damages one or more other users or
- the user is a member of a sect or a controversial religious community in Switzerland or the European Union.

9.3 If there are good causes in accordance with clause 9.2, IAA CH can impose the following sanctions against the user, irrespective of whether a termination under Clause 9.1 is in effect:

- delete any and all content that the user entered,
- block access to the services of the IAA CH sites.

## **10. Customer Service / Support**

10.1 For questions regarding the IAA CH site, the user can always contact the office of IAA CH. Contact details can be found on the website. If you have specific questions (about the content) provided by the chapters and clubs, the responsible persons listed for each can be contacted directly.

## **11. Liability of IAA CH**

11.1 IAA CH bears no responsibility for any type of negligence.

11.2 This restriction does not apply if any damage is covered by IAA CH's public liability insurance and the insurer has paid such damage to IAA CH. IAA CH is committed to maintain any cover extant at the time the user enters into a contract with IAA CH.

11.3 Any rights for personal injury and property damage under the Product Liability Act are exempted from this clause

## **12. Exemptions**

12.1 The User shall hold IAA CH harmless from all claims, including claims for damages asserted by other users or third parties against IAA CH, resulting from an infringement of their rights by the contents posted by the user on the IAA CH sites. The user shall also hold IAA CH harmless from all claims, including claims for damages asserted by other users or third parties against IAA CH, due to the infringement of their rights by the use of the services of the IAA CH websites by the user. The user assumes all reasonable costs incurred by IAA CH due to an infringement, including those incurred for its legal representation. All further rights and claims for damages of IAA CH remain unaffected.

The foregoing obligations of the user do not apply if the user is not responsible for the infringement.

12.2 Where rights of third parties are violated by content posted by the user, the user will give IAA CH, at its sole discretion, the right to use or adapt the content at his cost so that the rights of third parties are no longer violated. Where the rights of third parties are violated by the user's un-contractual and/or illegal use of the services of the IAA CH websites, the user shall immediately rectify such breach upon the request of IAA CH.

## **13. Final Provisions**

- 13.1 IAA CH reserves the right to modify these terms at any time without giving reasons, unless this is unreasonable for the user. IAA CH will notify the user of changes to the T&C in advance. If the user does not object to the new T&C within two (2) weeks after this notification, the amended T&C are deemed to be accepted by the user. IAA CH will draw the user's attention in the notification to his objection rights and their importance as well as to the duration of the objection period.
- 13.2 Unless otherwise agreed, the user can submit all notices to IAA CH by-mail, fax or letter addressed to IAA CH. IAA CH may send notices to the User by-mail or by fax or letter to the addresses that the user has specified as current contact data in his user account.
- 13.3 If any provision of these Terms and Conditions are or become invalid, the validity of the remaining provisions shall not be affected. The contracting parties undertake to replace an invalid provision with a valid provision that reflects the legal and economic sense and purpose of the invalid provision as closely as possible. This also applies to contractual omissions.
- 13.4 The use of the masculine throughout these T&C also construes the feminine.
- 13.5 The place of performance is the current domicile of IAA CH as specified in the articles of association.
- 13.6 The place of jurisdiction is to the extent legally permissible, the current domicile of IAA CH.
- 13.7 Swiss law applies.

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