

General terms and conditions of ETH Alumni Career Services (company references / company portrait / alumni portraits / executive search / coaching)

A. Preliminary note

1. The present General terms and conditions (GTC) govern the contractual relationships between any company based in Switzerland or abroad (hereafter: the Client) and ETH Alumni Vereinigung (together referred to as the Parties) relating to the publication of company references (logos + URL), company or alumni portraits as well as entries under the „Executive search/Coaching“ sections (company name + URL) on the ETH Alumni Career Services website.

B. Contract conclusion and termination

2. Contract conclusion

- 2.1 Client acceptance of the present GTC as an integral part of the contract is deemed the conclusion of the contract.

3. Client liability

- 3.1 The Client is liable for the contents of the company/alumni portrait, accurate company name and URL entries in the „Executive search/Coaching“ sections, as well as for the company references and any other information provided. The Client is liable for the legality, accurateness and timeliness of their data. When provided, the company portrait must include contact data (e-mail, phone number).

4. Publication fees

- 4.1 Prices and discounts effective at any given time are subject to VAT.
- 4.2 Any changes in prices, discounts or VAT enter into force immediately. The Client is entitled to withdraw from the contract within two weeks from the announcement of the new prices. Following contract termination, the company reference, company/alumni portrait and the „Executive search/Coaching“ entries may be deleted.
- 4.3 Any bills are payable by the Client within 30 days. Clients domiciled abroad (billing address) must settle their bills in advance.

5. Approval of company reference, company portrait and Executive search/Coaching entries

- 5.1 ETH Alumni Vereinigung reserves the right to refuse or require changes to the company reference, company portrait and the „Executive search/Coaching“ entries. The Client examines any proposals for changes within a business week.

6. Terminability of company reference, company portrait, alumni portrait and Executive search/Coaching entries

- 6.1 A publication contract is valid for a period of 12 months and cannot be terminated before the end of this period. The full price is due even in the event that the Client has the company reference, company portrait, alumni portrait or the „Executive search/Coaching“ entries deleted before the ending of the contractual term.
- 6.2 The contract is automatically renewed if the Client does not terminate the contract by the end of the 12 months with a notice period of two months. The contract termination has to be notified in writing.

7. Availability and changes of ETH Alumni Career Services website

- 7.1 The service provided by ETH Alumni Career Services is available during working hours on business days.
- 7.2 The publication of a company reference, company portrait or „Executive search/Coaching“ entries will be carried out in no more than 48 hours (on business days).
- 7.3 ETH Alumni Vereinigung reserves the right to carry out technical adjustments or other adaptations of the Career Services website.
- 7.4 Changes of the ETH Alumni Career Services website do not entitle the Client to a price markdown or to a contract termination. In the event of a discontinuation of the service it provides, ETH Alumni Vereinigung will refund to the Client any service that has already been paid for but not yet delivered.

8. Terms of payment

- 8.1 Payments are due within 30 days, without cash discount.
- 8.2 Payments are due on invoice. At request payments can also be made by credit card.
- 8.3 Clients domiciled abroad (billing address) are required to settle any payments due in advance by credit card; only on reception of the payment will company reference, company/alumni portrait or „Executive search/Coaching“ entries be published.

C. Data protection

- 9. ETH Alumni Vereinigung uses personal data only in execution of the services provided. ETH Alumni Vereinigung will not divulge personal data to third parties.
- 10. To prevent misuse of the ETH Alumni Career Services website, ETH Alumni Vereinigung is entitled to analyse data in order to clarify the situation, and to transmit data to competent authorities or to concerned third parties.

D. Applicable law

- 11. The contract shall be governed by Swiss law exclusively.

E. Validity

- 12. The present GTC enter into force as of 01.07.2018. Should any part of the GTC be or become invalid, this will not affect validity of the contract and the remaining parts of the GTC.
- 13. ETH Alumni Vereinigung reserves the right to amend the GTC at any time. The Parties are bound by the GTC in force at the time of the conclusion of the contract.

F. Place of jurisdiction

- 14. The place of jurisdiction for any disputes related to the GTC shall be Zurich.

G. GTC publication

- 15. As at 07/2018 © ETH Alumni Vereinigung