General terms and conditions of ETH Alumni job platform

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 online advertising of job offers on the ETH Alumni job platform as well as on the ETH Alumni social media groups (groups on LinkedIn and Xing).

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 an online advertising contract.

3. Client liability
3.1 The Client is liable for the contents of online advertising as well as for any other information provided. The Client is liable for the legality, accurateness and timeliness of their data.
3.2 The Client will use the ETH Alumni job platform as well as the ETH Alumni social media groups exclusively to advertise serious job offers or applications. The Client will communicate their identity and address data (company name, reference person, street, postcode, place) upon the publication of online advertising. ETH Alumni Vereinigung reserves the right to require a proof of identity.
3.3 One advertisement shall be published for each job offer. If several jobs are offered, they will be dispatched on the same number of advertisements. Mass advertisements for multiple job shall not be published.

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, any online advertisements will be deleted.
4.3 The payment of a flat-rate fee entitles to the publication of 20 job offers per year, respectively 3 job offers over any period of 8 weeks.
4.4 Any bills are payable by the Client within 30 days. Clients domiciled abroad (billing address) must settle their bills in advance.

5. Approval of advertisements
5.1 ETH Alumni Vereinigung reserves the right to refuse or require changes to online advertisements. The Client examines any proposals for changes within a business day.

6. Terminability of online advertising
6.1 Any contract for online advertising is valid for 8 weeks (the contract for the (combined) light offer is valid for 4 weeks) and not terminable before the end of this period. The full price is due even in the event that the Client deletes online advertisements before the contractual term.
6.2 Renewal of the contract (standard and combined offer) is valid for 4 weeks and cannot be terminated before the end of this period. The full price is due even in the event that the Client deletes online advertisement before the contractual term. A maximum of two renewals of the contract for the standard and combined offer are allowed.
6.3 A renewal of the contract for the light offer as well as the combined light offer is not allowed.

7. **Combined (light) offer (job platform and social media)**

7.1 The Client may publish online advertisement both on ETH Alumni job platform and on social media (closed LinkedIn and Xing ETH Alumni groups). This offer is available as a combined offer only; the sole publication on ETH Alumni social media groups is not available.

7.2 An online advertisement will be posted once on both social media channels for the duration of two weeks (or for the duration of one week if the combined light offer is booked). The full price is due even in the event the Client deletes online advertisements before the contractual term.

7.3 During the contractual period of the ETH Alumni job platform contract, the combined offer contract may be renewed for four weeks, during which this online advertisement will again be posted once for the duration of one week on both channels. The full price is due even in the event the Client deletes online advertisements before the contractual term.

7.4 A renewal of the contract for the combined light offer is not allowed.

8. **ETH Alumni job offers mailing**

8.1 Twice per month an ETH Alumni job offers mailing will be sent out to ETH alumni who have subscribed to this mailing. The exact number of subscribers is available on request.

8.2 The ETH Alumni job offers mailing contains all the online advertisements published on the ETH Alumni job platform on the day of the mailing.

9. **Availability and changes of ETH Alumni job platform**

9.1 The service provided by ETH Alumni job platform is available during working hours on business days.

9.2 The publication of an online advertisement will be carried out in no more than 24 hours (on business days).

9.3 ETH Alumni Vereinigung reserves the right to carry out technical adjustments or other adaptations of the ETH Alumni job platform website.

9.4 Changes of the ETH Alumni job platform 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.

10. **Terms of payment**

10.1 Payments are due within 30 days, without cash discount.

10.2 Payments are due on invoice. On request payments may also be made by credit card.

10.3 Clients domiciled abroad (billing address) are required to settle any due payments in advance by credit card; only on reception of the payment will online advertisements be published.

**C. Data protection**

11. ETH Alumni Vereinigung uses personal data only in execution of the services provided. ETH Alumni Vereinigung will not divulge personal data to third parties.

12. To prevent misuse of the ETH Alumni job platform, 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
13. The contract shall be governed by Swiss law exclusively.

E. Validity
14. 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.
15. 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
16. The place of jurisdiction for any disputes related to the GTC shall be Zurich.

G. GTC publication
17. As of 07/2020 © ETH Alumni Vereinigung