General terms and conditions of ETH Alumni Target Mailings services

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 Target Mailings services.

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 a Target Mailing contract.

2.2 The Client is required to define a limited scope for the alumni group to be targeted by Target Mailing. Based on the Client's scope definition, ETH Alumni Vereinigung will process the number of alumni falling within this scope. Upon receipt of that number, the Client shall have one opportunity to adjust the alumni group scope definition. Based on the second and last alumni group scope definition, ETH Alumni Vereinigung again informs the Client of the number of alumni falling within this scope. Thereupon, the Client may place a target mailing order for the first or the second alumni group scope definition. The full Target Mailing process is published on the ETH Alumni Vereinigung website.

3. Client liability

3.1 The Client is liable for the contents of the Target Mailing. The Client is liable for the legality, accuracy and timeliness of their data.

3.2 The Client will use the ETH Alumni Target Mailing services exclusively to search for ETH alumni candidates for serious job offers. 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 Target Mailing. If several jobs are offered, they will be dispatched on the same number of Target Mailings. Target Mailings with mass advertisements for multiple job shall not be sent.

3.4 Any bills are payable by the Client within 30 days. Clients domiciled abroad (billing address) must settle their bills in advance.

4. Target Mailings fees

4.1 Prices at any given time are subject to VAT.

4.2 Any changes in prices or VAT enter into force immediately. The Client is entitled to withdraw from the contract from the announcement of the new prices before the Target Mailings is sent. Following contract termination, the Target Mailing will not be sent out. If the Target Mailing has already been sent out the new price is in force.

5. Approval of the text for Target Mailing

5.1 ETH Alumni Vereinigung reserves the right to refuse or require changes to the text for the target mailing. The Client examines any proposals for changes within one business day. If the Client does not react after second inquiry within one business week, the contract is terminated.
5.2 Prior to the sending of Target Mailing to the targeted alumni group, a test e-mail will be sent to the 
Client for approval within two business days. Upon approval by the Client, the Target Mailing is sent 
out within one business day. If the Client fails to approve the test e-mail within the two business 
days, the Target Mailing will not be sent out.

6. Terms of payment

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

6.2 50% of the total price due will be charged to the Client in the event a Target Mailing was not sent 
out following failure by the Client to approve the test e-mail as per s. 5.2.

6.3 Payments are due on invoice. Upon request, payments may also be made by credit card.

6.4 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/Target Mailings be pub-
lished.

C. Data protection

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

8. To prevent misuse of the ETH Alumni Services, 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

9. The contract shall be governed by Swiss law exclusively.

E. Validity

10. The present GTC enter into force as of 01.07.2018. Should any part of the GTC be or become inva-
    lid, this will not affect validity of the contract and the remaining parts of the GTC.

11. 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

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

G. GTC publication

13. As of 07/2018 © ETH Alumni Vereinigung