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General Terms and Conditions

All navigation on the www.execal.ch website and the use of online services reserved for certain EXECAL members (hereinafter: "the Platform") shall be subject to these general terms and conditions. Please take the time to read these terms and conditions carefully. You may navigate freely around the site but when you enter personal data, you are responsible for providing complete and accurate information. Please note that the EXECAL Association is entitled to update these general terms and conditions and reserves the right to modify both content and format. We recommend that you refer to them regularly for any changes.

EXECAL Association of Former
Students and Friends of ECAL
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www.execal.ch

The purpose of EXECAL, the Association of Former Students and Friends of ECAL, is not only to create and maintain links between students, Alumni and Friends of ECAL, but also to forge a genuine network in Switzerland and throughout the world.

It offers specific services, benefits and contacts to its members, both Alumni and Friends. Indeed, Alumni can use the Platform to:

- consult the Alumni directory;
- consult the Alumni map;
- publish their own advertisements for other members;
- keep their own personal data up to date;
- receive invitations to events;
- find out about ECAL activities and the EXECAL Association;
- join private groups reserved for Alumni on social networks.

Access to the Platform is reserved for EXECAL members (hereinafter: "the Alumni", "the Friends", "the users"). While access to the Alumni Directory is available for all Alumni, an annual financial contribution (membership fee) is required from members who want to use the online *Small Ads and Jobs & Competitions* services.

Creation of a user account

Any request to join EXECAL is normally made using a form for online registration which is then subject to validation. Any person who has graduated with a certificate from ECAL, or ECBA *Ecole cantonale des beaux arts de Lausanne* (prior to 1986) may be accepted as an Alumni member. Other member profiles fall under the Friends category (individuals, institutions, companies, employees, former non-graduate or exchange students).

User access codes comprise an ID and a password which must remain strictly personal and confidential. Their use can, under no circumstances, be transferred to third parties. Users alone are responsible for their confidentiality and undertake not to disclose them, or to use those of another user. If users forget their passwords, they can request an access code on the homepage to enable them to change their password in their personal *My Profile* space. However, the private email address used as an ID may only be changed by the administrator to whom the user must send an email request.

Personal data protection

EXECAL undertakes to observe all current provisions relating to data protection. It guarantees its members that it will:

- use their personal data strictly to process their registration correctly and send them communication about the Association's activities;
- not exploit for commercial purposes any data entered onto the Platform;
- not disclose personal data to third parties without their prior consent.

Members rights and duties

All members of the EXECAL Association undertake to use the Platform in accordance with the objectives as defined in the preamble. The pursuit of commercial activity, political propaganda, religious proselytising, defamation, incitement to discrimination and hatred, personal harassment via the Platform is strictly prohibited.

All members are sole administrators and responsible for entering and updating their personal information in their personal *My Profile* space. They undertake to keep their profiles up-to-date and, particularly, to communicate any change in their private email address used as ID.

All Alumni members are hereby informed that by activating their profiles all or part of their personal data becomes available to other Alumni members.

Nevertheless, they are free at all times to choose which information will be displayed on the Platform directory and mapping, by choosing not to complete the following optional fields:

- position on the map;
- website, social networks;

ECAL newsletters and printed invitations are only sent to members on request. If members no longer wish to receive them, they can at all times unsubscribe.

All members can change their minds and reverse previous decisions. They should therefore ensure that they change their *Preferences* (receive newsletters and/or printed invitations) in their profiles.

All members are bound to observe these terms and conditions at all times when connecting to and using the Platform. They also undertake to notify the administrator immediately of any anomalies detected in the use of their personal access codes.

Moderation

Members agreed to their advertisements under *News, Small Ads and Jobs & Competitions* being checked and moderated by the administrator.

Rights and duties of the EXECAL Association

The Association undertakes to guarantee the confidentiality of member data (see paragraph above, **Personal Data Protection**).

It reserves the right to refuse to create an account for legitimate reasons. At all times and without prior notice, it reserves the right to block and even withdraw access to the Platform from a member who makes improper, malicious or abusive use thereof (for example, infringements of intellectual property rights, posting of illegal or immoral content, hacking, mass emailing of other members, etc.).

EXECAL reserves the right to prosecute anyone who infringes the regulation (particularly in the case of data protection), interferes with the smooth running of the Platform or harms its members.

Limitation of liability

The Association cannot be held responsible for the behaviour of a user on the Platform or at an event. Users alone are responsible for any improper use or manipulation of the Platform.

EXECAL limits itself to putting users in contact and cannot be held responsible for the nature of relationships created between members via the Platform.

Similarly, it limits itself to placing Alumni and potential employers in contact; this does not mean that any working agreement will be reached.

Although the EXECAL secretariat is careful to ensure that information disseminated on the Platform is relevant and truthful (see paragraph above entitled **Moderation**), it cannot be held responsible for the accuracy, reliability and currency of this information. Users alone are responsible for the information they publish on the Platform and are aware that they are entitled to modify it at all times.

The Platform contains references and links to other websites. EXECAL accepts no responsibility for the contents, services provided or security of these sites to which users may be redirected, which is the responsibility of their authors alone.

EXECAL undertakes to provide a quality service, which is as reliable as possible, but cannot guarantee that its information and services are available at all times. Nevertheless, should the system malfunction, it will take all possible measures to restore it as soon as possible.

Intellectual property

This site is fully based on Swiss legislation regarding copyright and intellectual property. All rights of reproduction are reserved. This includes all website contents including text, illustrations, photographs and videos. All reproduction is strictly prohibited, without the express written authorisation of ECAL or the EXECAL Association.

Applicable law and jurisdiction

These general terms and conditions are governed by Swiss law. In the event of a dispute, the general terms and conditions applicable at the time of purchase shall be used as the legal basis. The place of jurisdiction is Lausanne, Switzerland.

In order to facilitate the reading of certain texts, we may, on occasion, have failed to use gender-neutral language. In such cases, we are clearly referring to both women and men.

These General Terms and Conditions came into force on 10 October 2019.