

Terms and conditions of use for registered users of the websites of the CSC (version 1.0 of 28.08.2023)

1 Object and scope

- 1.1 These terms and conditions of use shall regulate the use of the websites of the CSC by registered users (hereinafter: users).
- 1.2 These terms and conditions of use shall apply to the following websites of the CSC:
 - a. <https://hsgcareer.ch>
 - b. <https://my.hsgcareer.ch>
 - c. <https://karriereberatung.hsgcareer.ch>
 - d. <https://hsgtalents.hsgcareer.ch>
 - e. <https://hsgcareerdays.hsgcareer.ch>
 - f. <https://hsgbankingdays.hsgcareer.ch>
 - g. <https://careerprofiler.karriereberatung-hsg.ch>
 - h. <https://hsgcareerprofiler.ch/de/career-profiler-umfrage>
 - i. <https://hsgtalentprofiler.ch>
- 1.3 These terms and conditions of use shall apply to all users of the websites of the CSC. Users of the websites of the CSC shall be understood primarily as the following categories:
 - a. students, i.e. enrolled students of the University of St.Gallen;
 - b. alumni, i.e. former students of the University of St.Gallen;
 - c. legal persons, subdivided into the following categories:
 - i. companies, i.e. a profit-oriented company with over 250 employees worldwide;
 - ii. SMEs, i.e. a company with a maximum of 250 employees worldwide;
 - iii. startups (max. up to 36 months after foundation), NGOs, NPOs, associations and clubs
 - iv. public institutions, i.e. universities, universities of applied sciences, municipal administrations, cantonal authorities and federal authorities of the Swiss Confederation.
- 1.4 The currently applicable and valid general terms and conditions of business shall apply in supplement with regard to the use of individual services of the CSC. In the event of contradictions, see section 12 below of these terms and conditions of use on the order of precedence.

2 Contractual beginning and contractual termination

- 2.1 A profile shall be created by registration of the users on the CSC platform. A contract on the use of the platform comes about between the CSC and the users as a result of registration.
- 2.2 In the event of lengthy inactivity of users, i.e. in the event of inactivity over a period of 24 months, the CSC shall reserve the right to delete the profile of the user.
- 2.3 The CSC shall be authorised at all times to delete the profile of users if they breach these terms and conditions of use.
- 2.4 Users shall be authorised to delete their profile at any time.

3 Amendments

- 3.1 The CSC shall be entitled to amend these terms and conditions of use at any time.
- 3.2 The currently up-to-date and valid terms and conditions of use shall apply to users of the CSC platform.

4 Profile

- 4.1 Users shall pledge that all data stated by them are true and complete. Users shall be obliged to keep the data regarding all applications they used during the entire contractual term up-to-date and complete.
- 4.2 If the correctness of the information provided changes in the course of use, the users alone shall be responsible for updating the information. This obligation shall in particular apply with regard to contact data and in the case of companies for the classification of the company category, which is decisive for the pricing of the bookable services of the CSC.
- 4.3 In cases where users are working for legal persons in the context of particular applications, the users shall pledge they are authorised to work accordingly in the name of the legal persons. On request, the users shall submit corresponding proof to the CSC.
- 4.4 Legal persons shall bear the sole responsibility for the authorisations and access rights that their employees exercise and set up regarding the CSC platform. In particular when employees leave the legal person, the legal person shall be solely responsible for ensuring that the access rights to the CSC platform are correspondingly adjusted or transferred.
- 4.5 The users shall be obliged to select a secure password and keep their password secret and confidential.

5 Deletion of articles

- 5.1 Users shall be prohibited from using the platform for illegal contents, esp. for
 - a. the distribution of pornographic contents;
 - b. the distribution of contents glorifying violence and instructions for violence or crimes;
 - c. the distribution of racist or discriminatory contents of all kinds;
 - d. the distribution of contents contra bonos mores;
 - e. the distribution of contents infringing intellectual property rights of third parties;
 - f. provision of illegal gambling;
 - g. linking to pages of third party providers which have prohibited contents.
- 5.2 The CSC shall not be obliged but entitled to check articles by users on the platform.

6 Cooperation and reporting obligations

- 6.1 If users identify defects, damage or disruptions during use of the platform, they shall take all reasonable measures that facilitate or accelerate identification of the defects or damage and elimination of the disruption by the CSC.

7 Copyrights or other rights to the intellectual property of third parties

- 7.1 Reproduction in full or in excerpts, or making accessible in particular of copyright-protected contents to third parties shall not be permitted by users and third parties.
- 7.2 Users shall pledge that all contents provided by them do not infringe third party rights.

8 Liability

- 8.1 The CSC recommends that users preserve a backup copy of contents created or recorded by them (user contents). The CSC shall exclude all liability to the extent legally possible for the deletion, loss or unauthorised change of all user contents.
- 8.2 In the event of indications of contents or materials that are suspected of not complying with these terms and conditions of use, the CSC can check this suspicion at its own discretion and remove these contents or call on the users involved to remove them immediately. The CSC shall not be liable vis-a-vis users or responsible for the implementation or non-implementation of these activities.

9 Exclusion of guarantee

- 9.1 The CSC shall not assume any guarantee for contents, data and/or information of the platform provided for the platform by users and for contents on linked external websites.
- 9.2 The CSC shall provide the option of networking on the platform. The CSC shall not assume any responsibility for the monitoring and censure of profiles or users contents on the CSC websites. The CSC shall not be involved in actual communication between users. As a result, the CSC shall not have any control over the correctness, reliability, completeness or up-to-date nature of profiles and user contents submitted to the CSC websites. The CSC shall not assume any guarantee for profiles or user contents on the CSC websites.
- 9.3 The CSC websites and contents can include inaccuracies and typing errors. The CSC shall not assume any guarantee for the correctness, reliability, completeness or up-to-date nature of the websites or their contents. Use of the CSC contents and contents shall occur at the users' own risk. The CSC makes regular changes to the websites. The CSC cannot provide any guarantees or pledges on special results from use of all websites of the CSC.

10 Limitation of liability

- 10.1 The CSC shall rule out liability for losses arising from or in connection with the use of the websites of the CSC or the use of contents of the CSC to the extent legally permissible.

11 Contact

11.1 University of St.Gallen (HSG)
Career & Corporate Services
Dufourstrasse 50
9000 St.Gallen
Switzerland

Students and alumni: +41 71 224 31 00; csc@unisg.ch
Legal persons: +41 71 224 39 00; corporate-services@unisg.ch

12 Objections

12.1 The following order of precedence shall apply in the case of objections:

- a. contract, i.e. the booking confirmation regarding service(s) offered;
- b. GTC agreed as part of the contract pursuant to a) above.
- c. Terms and conditions of use

13 Severability

13.1 Should one or more provisions of these terms and conditions of use be invalid, void or unenforceable, this shall not affect the existence of the remaining provisions. The contractual parties shall replace such provisions by other provisions that are valid and enforceable and come closest to the intention of the contractual parties.

13.2 In the event of any conflict or inconsistency between the German version and other linguistic versions of these terms and conditions of use, the German original version shall prevail.

14 Applicable law and place of jurisdiction

14.1 Swiss law shall apply exclusively to contracts concluded with the CSC to the exclusion of conflict of laws provisions.

14.2 The exclusive place of jurisdiction shall be St.Gallen, Switzerland.