

General terms and conditions of business (GTC) for contracts between the Career & Corporate Services of the University of St. Gallen and legal persons (version 1.0 of 28.08.2023)

I. General provisions

1 Object and scope

- 1.1 These GTC shall apply to contracts between the Career & Corporate Services of the University of St. Gallen (hereinafter: CSC) and legal persons (hereinafter: the contractual partners).
- 1.2 Contractual partners shall be subdivided into the following categories:
 - a. companies, i.e. a profit-oriented company with over 250 employees worldwide;
 - b. SMEs, i.e. a company with a maximum of 250 employees worldwide;
 - c. startups (max. up to 36 months after foundation), NGOs, NPOs, associations and clubs;
 - d. public institutions, i.e. universities, universities of applied sciences, municipal administrations, cantonal authorities and federal authorities of the Swiss Confederation.
- 1.3 Employment agencies shall be excluded from the service offer of the CSC.
- 1.4 These GTC shall apply to all services described on the following websites of the CSC (hereinafter: platform), which can be used and booked via the platform or otherwise, esp. via e-mail:
 - a. <https://hsgcareer.ch>
 - b. <https://my.hsgcareer.ch>
 - c. <https://hsgtalents.hsgcareer.ch>
 - d. <https://hsgcareerdays.hsgcareer.ch>
 - e. <https://hsgbankingdays.hsgcareer.ch>

2 Services

- 2.1 The services of the CSC shall cover all the services described which can be used and booked on the platform of the CSC.
- 2.2 The current services and their conditions are in each case to be found on the platform of the CSC.
- 2.3 The contractual partner shall undertake to observe the boundaries of the applicable law with regard to all services. In particular, but not exclusively, it shall undertake to respect and observe copyrights, business secrets, trademarks rules on unfair competition, etc.
- 2.4 The contractual partner shall in addition undertake not to distribute any services that offend against good taste or are contra bonos mores.

3 Contractual beginning | right of objection | contractual termination

- 3.1 The services listed on the platform of the CSC shall not constitute any offer but are rather only a call to submit an offer. By completing the booking process, the contractual partners make an offer for the conclusion of a contract on the service of the CSC. The CSC shall be at liberty to accept this offer or to reject it without statement of grounds.
- 3.2 The acceptance or rejection by CSC shall be made in writing.
- 3.3 Upon acceptance of the offer by the CSC, the contract shall be concluded with the GTC applicable at the time of the conclusion of the contract and the terms and conditions of use applicable at the conclusion of the contract. The general terms and conditions of the contractual partner shall be contractually excluded.
- 3.4 The contractual partner shall be obliged to check the correctness and completeness of the written confirmation of the CSC within five working days. Divergences must be collected by the contractual partner within the period mentioned in the form of a written objection to the CSC. If no objection occurs within the period mentioned, the contract shall come about in accordance with the written confirmation of the CSC.
- 3.5 The CSC shall reserve the right to rescind contracts without compensation and without a period of notice. This shall in particular apply to cases of unforeseen internal requirements, strikes, force majeure and the risk of public disorder, threats to security or damage to the reputation of the University of St.Gallen.
- 3.6 Moreover, the CSC shall be entitled to rescind the contract at any time without notice if the contractual partner infringes the rights of third parties, applicable law, the terms and conditions of use, the data protection guideline or the GTC of the CSC. The same shall apply if contractual partners fail to meet their payment obligations or if bankruptcy or probate proceedings were opened against them.
- 3.7 The contractual partners shall be entitled to rescind the contract at any time without notice if the continuation of the contract with the CSC becomes unreasonable for them.
- 3.8 In the event of contractual rescissions without notice by the CSC or contractual partners, the CSC shall be entitled to charge the effort already incurred for the services.

4 Amendments

- 4.1 The CSC shall be entitled to amend these GTC at any time.
- 4.2 The currently up-to-date and valid GTC shall apply.
- 4.3 The CSC shall in addition reserve the right to amend or expand the content and structure of its websites and the service offered there at any time. This may not affect the fulfilment of the purpose of the agreements concluded against payment with the contractual partners or only slightly.

5 Written form

- 5.1 Written form shall be understood to refer to communication via letter or e-mail, as well as communication via the platform.

6 Remuneration

- 6.1 The contractual partners shall undertake to make punctual payment of the remuneration agreed or listed upon the booking of the service in the case of services against payment of the CSC.
- 6.2 The remuneration shall not include the currently valid VAT.
- 6.3 The remuneration must be paid by the contractual partner within thirty (30) days of the invoice date. Upon expiry of the term of payment, the contractual partner shall be in default.
- 6.4 The CSC shall be entitled:
 - a. In the case of remuneration due of up to CHF 1,000.00, a fee of CHF 20.00 must be levied upon the second reminder. A fee of CHF 50.00 shall be levied from the third reminder.
 - b. In the case of remuneration above CHF 1,000.00, a fee of CHF 50.00 must be levied upon the second reminder.
- 6.5 Should contractual partners enter into default with settling invoices, the CSC shall be entitled to cease performance of the service until complete receipt of the remuneration and to refuse future services.
- 6.6 Cessation of the performance of the service pursuant to section 6.5 GTC on the part of the CSC shall not result in any additional amendment of the existing contractual relationship. This shall remain subject to section 3.6 of these GTC.

II. Special provisions

7 Job advert platform of the CSC

- 7.1 The contractual partner can publish job adverts against payment on the platform of the CSC; in particular cases, the CSC can also offer this service free of charge.
- 7.2 Every job advert must refer to a position that actually has to be filled.
- 7.3 The contractual partner can apply to the CSC for early deletion of the job advert. The complete remuneration shall remain due in this case. As a result, a claim to reimbursement pro rata temporis shall be ruled out.

8 Job advert HSG alumni

- 8.1 The contractual partner can publish job adverts against payment on the website of the HSG alumni; in particular cases, the CSC can also offer this service free of charge.
- 8.2 Every job advert must refer to a position that actually has to be filled.
- 8.3 The contractual partner can apply to the CSC for early deletion of the job advert. The complete remuneration shall remain due in this case. As a result, a claim to reimbursement pro rata temporis shall be ruled out.
- 8.4 The CSC shall not assume any liability for job adverts published on the website of the HSG alumni.

9 Events of the contractual partners

- 9.1 The contractual partner can publish event adverts against payment on the platform of the CSC; in particular cases, the CSC can also offer this service free of charge.
- 9.2 The contractual partners can apply to the CSC for the early deletion of the event advert or delete the event advert directly on the platform. The complete remuneration shall remain due in this case. As a result, a claim to reimbursement pro rata temporis shall be ruled out.

10 Events of the CSC

- 10.1 The contractual partner can take part in events of the CSC that either take place on the campus of the University of St.Gallen or are carried out at a third party provider.
- 10.2 The contractual partner must observe the house rules of the University of St.Gallen during events on the campus of the University of St.Gallen. The CSC shall provide the house rules to the contractual partners upon conclusion of the contract.
- 10.3 For events that the CSC carry out at a third party provider, its terms and conditions of participation apply under certain circumstances. The CSC shall inform the contractual partner in good time of corresponding details, but at the latest upon conclusion of the contract.
- 10.4 The distribution or issue of flyers or other printed matter by the contractual partners on the campus of the University of St.Gallen or the location of service provision shall in general not be permitted. The CSC can in exceptional cases permit the issue of flyers or other printed matter. However, prior written approval of the CSC must be obtained by the contractual partner for this. The approval of the CSC shall include information about the timeframe, the scope and location where the flyers and printed matter may be distributed or issued.
- 10.5 The contractual partners shall owe the CSC the following remuneration for the cancellation of participation in events of the CSC:

0-30 days before the event	100 per cent of the remuneration
31-60 days before the event	80 per cent of the remuneration
61-90 days before the event	50 per cent of the remuneration
91-120 days before the event	25 per cent of the remuneration
- 10.6 The contractual partner shall be solely responsible for adequate insurance coverage.

III. Final provisions

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

- 11.1 Reproduction in full or in excerpts or making accessible in particular of copyright-protected contents to third parties shall not be permitted.
- 11.2 The contractual partner shall pledge that all contents provided by it do not infringe third party rights.

12 Trademarks

- 12.1 The contractual partner shall not be permitted to use the trademarks (including logo) of the CSC or the University of St.Gallen without their express prior written approval.
- 12.2 The contractual partner may publish its trademark or in particular its logo on the platform of the CSC. The CSC shall not assume any liability for the trademarks used used by the contractual on the platform.

13 Confidentiality

- 13.1 The contractual parties shall undertake to keep facts and data secret that become known to them in connection with the use of the services in the meaning of these GTC and that are neither obvious nor generally accessible. This obligation must also be imposed on third parties. In the event of doubt, facts and data must be treated confidentially. The confidentiality obligations shall already exist before conclusion of the contract and also still apply after termination of the contractual relationship.
- 13.2 The contractual partner shall acknowledge that the CSC as part of the University of St.Gallen may be required to disclose confidential information to the extent that it is required to do so by law, or on another sufficient legal basis. This is the case in particular with regard to reporting to bodies and sponsors of the University of St.Gallen (e.g. University Council, Canton of St.Gallen, government) and on the basis of the Public Relations Act of the Canton of St.Gallen.

14 Data protection

- 14.1 Natural persons who create profiles on behalf of the contractual partner shall act for this purpose as explicit proxies of the contractual partner. They cannot assert any data protection rights vis-a-vis the CSC or University of St.Gallen. Any obligations assigned in this regard (information, justificatory foundations, etc.) shall be solely in sphere of responsibility of the corresponding contractual partner.
- 14.2 The contractual partner shall undertake to treat personal data of users accessible to it according to the data protection law applicable to it.
- 14.3 The CSC shall not be responsible for any interaction between the contractual partner and a natural person with data protection concerns. The contractual partner shall be solely responsible in this regard for the grant of corresponding rights and observance of associated obligations.

15 Liability

- 15.1 The CSC shall not assume any liability for contents, data and/or information of the platform provided by the contractual partner and for contents on linked external websites.
- 15.2 The CSC shall not assume any guarantee for the quality, security or legality of the positions or curricula vitae published, for the truth or accuracy of offers, the ability of employers to offer candidates a position or the ability of a candidate to fill an open position.
- 15.3 Should the CSC be unable to perform the contractually agreed service as agreed for technical reasons, the CSC shall undertake everything to correct the disruption. The CSC shall not assume any liability for losses due to technical factors.

16 Exclusion of guarantee

- 16.1 The CSC shall not assume any guarantee regarding whether the contractual partner achieves the goal it set in connection with conclusion of the contract. In particular, the CSC shall not assume any guarantee for an employment relationship coming about between a contractual partner and an applicant or for the achievement of a minimum number or minimum quality of applications for the job or event advert offered by the contractual partner.
- 16.2 The CSC shall not assume any guarantee for students observing agreements with the contractual partner.

17 Force majeure

- 17.1 The contractual partners shall not be responsible for the consequences of force majeure. Force majeure shall be regarded as the occurrence of an event that permanently or temporarily prevents a contractual partner from meeting one or more of its obligations from the contract provided the contractual party proves
- a. that such an event is beyond its reasonable control; and
 - b. that at the time of conclusion of the contract it was not reasonably foreseeable; and
 - c. that the effects of the obstacle could not have reasonably been avoided or overcome by the contractual party affected.
- 17.2 If a contractual party is (probably) prevented by force majeure from contractual performance, it shall notify the other contractual party of the corresponding circumstances and the effects to be expected of the contractual performance. Notification must occur as quickly as possible.
- 17.3 If one contractual party invokes force majeure, the other contractual party can
- a. refuse or delay the counterperformance due by it to the same extent; or
 - b. withdraw from the contract subject to compensation of what has already been performed and any costs incurred; this shall not as a result establish an obligation to damages.
- 17.4 If a contractual partner has rendered partial performance, there shall be no right of rescission if the portion still to be performed is insignificant in proportion to the overall performance unless the other contractual party demonstrably has no reasonable interest in partial performance.

18 Contact

- 18.1 University of St.Gallen (HSG)
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corporate-services@unsig.ch

19 Objections

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

- a. contract, i.e. the booking confirmation regarding a specific service;
- b. GTC agreed as part of the contract pursuant to a) above.
- c. terms and conditions of use for websites of the CSC (version I of 28.08.2023).

20 Severability

20.1 Should one or more provisions of these GTC 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.

20.2 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.

21 Applicable law and place of jurisdiction

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

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