# **CERN Alumni Programme**

# Terms and conditions of participation in the Programme and access to the CERN Alumni website

Thank you for your interest in the CERN Alumni Programme ("the Programme").

The Programme and the CERN Alumni website ("the site") are provided by the European Organization for Nuclear Research ("CERN") and are administered by the CERN Office of Alumni Relations ("OAR"). CERN uses community management software, Hivebrite, which is provided and supported by Kit United.

These terms and conditions apply to all members of the Programme and visitors to the site ("you"). By participating in the Programme and/or by accessing the site, you agree to be bound by them; in the event that they are revised, your on-going consent will be sought.

# Information about you and your visits to the site

CERN processes information about you, including personal data, in accordance with the <u>CERN Alumni Service Privacy Notice</u>, which forms an integral part of these terms and conditions.

To the extent that Kit United processes your personal data, their contractual relationship with CERN requires them to comply with all applicable laws and use industry standard security measures.

# Participation in the Programme and access to the site

You may participate in the Programme and use the site only within its intended and lawful purposes.

CERN Alumni communities and groups are intended to enable lively, civil informational interactions, whether in person or through the site. In furtherance of this objective, participation is governed by the CERN <u>Code of Conduct</u> as well as applicable internal and national legislation. Accordingly, content that is abusive, off-topic, uses foul language, or includes *ad hominem* attacks will not be tolerated. At its sole discretion, CERN may refuse or remove any content at any time, for any reason.

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Whilst CERN aims to update information concerning the Programme and the site regularly, such content may, at any given time, be inaccurate or out of date.

CERN may amend the services provided through the Programme or on the site at any time. It shall endeavour, but is not obliged, to provide reasonable notice of such changes.

You must keep your login information and password confidential and must not disclose them to any third party. Neither the CERN Office of Alumni Relations nor CERN's IT services will ever ask you for your password. It is your responsibility to update this information as necessary.

You are responsible for the use of your account and all data that you provide must be true and accurate.

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  - iii. is not insulting, inappropriate or offensive nor engages in any activity that exploits, harms, or threatens to harm anyone;
  - iv. does not contain spyware, adware, viruses, worms, or other potentially damaging programs or files and does not jeopardize computer security at CERN;
  - v. does not violate any applicable law;
  - vi. is not known by you to contain false, inaccurate, or misleading information;
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<u>As set out above</u>, CERN shall take appropriate measures to protect the personal data you submit as part of your registration in the Programme. However, CERN is not responsible for any personal data that you choose to make visible in your profile or choose to share in other contexts through the Programme or the site (e.g. at alumni events or through site postings).

In the event that you become aware of any errors, inappropriate content or malicious software or activity on the site, please contact <u>CERN Office of Alumni</u> <u>Relations</u> so that we can take the necessary action.

# Breach

If CERN determines that you have breached any of these terms and conditions, it may take such action at any time as it deems appropriate, including suspending or disabling your account. You agree to indemnify CERN and its suppliers for all claims brought by third parties arising out of or in connection with any such breach.

If you breach these terms and conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation of breach.

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Solely insofar as these terms and conditions are silent, ambiguous or unclear, then, in those circumstances only and solely in respect of those circumstances and not in respect of the agreement as a whole, reference shall be made to Swiss substantive law.

Any disputes under this agreement shall, to the extent possible, be settled amicably. That failing, you agree to arbitrate any such dispute in accordance with the procedure set out in the <u>CERN General Conditions of Contract</u>.

#### General

Nothing in these terms and conditions is intended to nor shall confer any benefit on any third party.

If any of these terms and conditions is deemed invalid, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

#### **Questions or concerns - contact details**

If you have any questions about our site, these terms and conditions, or any concerns about material which appears on our site, or if you wish to make any use of material on our site other than that as set out in these terms and conditions, please contact CERN at <u>alumni.relations@cern.ch</u>.

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