

## **CERN Alumni Programme**

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

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

The Programme, together with the CERN Alumni website (“the site”) and the CERN Alumni application (“the app”) (together, “the platform”), 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 platform (“you”). By participating in the Programme and/or by accessing the platform, 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 platform**

CERN processes information about you, including personal data, in accordance with the [CERN Alumni Service Privacy Notice](#), 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 platform**

You may participate in the Programme and use the platform 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 platform. In furtherance of this objective, participation is governed by the CERN [Code of Conduct](#) 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.

Programme members shall not act in a manner that misrepresents their association with CERN; could cause prejudice to the Organization; or, implies its endorsement of them, their activities or the content of their User submission or communication.

Participation in the Programme and access to the platform are provided at the discretion of CERN, and may be restricted or withdrawn at any time. CERN will, on a best-efforts basis, seek to maintain the platform, but is not responsible for its continuing availability or functionality. Therefore, all or part of the platform may be periodically unavailable during maintenance, upgrades or service interruptions.

## **Programme and platform content/services**

Whilst CERN aims to update information concerning the Programme and the platform 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 platform 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.

Unless expressly permitted, you may not publish or reproduce CERN or third-party content that appears anywhere on the platform. Use of CERN audio-visual media must comply with CERN's [Terms of Use](#).

## **Child Safety Standards Policy**

### *Child Safety Standards*

Any explicit content or child sexual abuse and exploitation (CSAE) is strongly prohibited on the platform.

### *Compliance with Child Safety laws & reporting*

The platform complies with applicable child safety laws and regulations. CERN will remove all content shared within the app that is inappropriate for a mixed audience, including children to access.

In particular, any CSAM (Child Safety Abuse Material) or other inappropriate content will be systematically removed from the platform when flagged or reported through our moderation features, or if CERN is directly contacted for this purpose. CSAM consists of any visual depiction, including but not limited to photos, videos and computer-generated imagery, involving the use of a minor engaging in sexually explicit conduct. CERN will systematically take action to

report confirmed CSAM content to the relevant authorities.

*Child safety point of contact*

You can contact [alumni.relations@alumni.cern](mailto:alumni.relations@alumni.cern) if you detect or suspect that CSAM content is accessible on the platform.

*Privacy and Data Protection*

CERN is committed to protecting user data, especially for children under 13, in compliance with applicable regulations. The relevant privacy policy is displayed clearly and is accessible from the platform. All data shared through the platform is encrypted during transmission and stored securely.

*Ads and Monetization*

The app does not include ads or monetised content.

*Transparency and Disclosures*

Data safety: Detailed information is provided as per Google Play's Data safety form.

Content ratings: IARC 3+, L, E, 3, 3, USK 0

*Validation and updates*

Regular internal testing is conducted by Hivebrite to ensure compliance with Google Play's child safety standards, including functionality reviews and content audits. In light of this testing, CERN's policies are reviewed quarterly or as required to align with updated child safety standards.

## **User submissions and communication**

Certain functionalities of the platform permit you to submit or upload user-generated content ("User Submission") or to communicate with other participants.

In respect of your User Submission, you grant CERN copyright and all related rights to:

- a) use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submission (or any modification thereof), in whole or in part, in any format or medium now known or later developed; and
- b) use (and permit others to use) your User Submission in any manner and for any purpose that CERN deems appropriate in its sole discretion.

CERN is not required to host, display, or distribute any User Submission on or through the platform, or to facilitate communication. CERN may refuse or remove any User Submission, or restrict communication, at any time or for any reason.

CERN is not responsible for any loss, theft, or damage to your User Submission or communication. You agree that your User Submission and communication will be considered non-confidential and non-proprietary.

You are solely responsible for the content of your User Submission and its communication, and you release CERN and its suppliers from any liability related thereto. In particular, you represent and warrant that:

1. you own all rights in your User Submission and communication (including, without limitation, all rights to the audio, video, or digital recording and the performance contained therein) or, alternatively, you have lawfully acquired all necessary rights to grant CERN such rights;
2. you are responsible for license fees, clearance fees, and other financial obligations of any kind arising from the use of your User Submission or communication;
3. you were not and will not be compensated or granted any consideration by any third party for submitting your User Submission or communication;
4. you are the individual who appears in your User Submission or communication, or, alternatively, you have obtained appropriate permissions from or in respect of each person who appears in your User Submission or communication to grant the rights to CERN as described herein;
5. your User Submission or communication:
  - i. does not constitute political, commercial and/or profit-making activity;
  - ii. does not violate the rights of others, in particular their intellectual property (e.g., through sharing copyrighted music, video, text or images) and/or privacy rights;
  - 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;
  - vii. does not include any personal data (other than your own); and
  - viii. does not contain any information that could reasonably be considered to be confidential or proprietary.

## **Intellectual property rights**

The content of Programme publications and of the platform is protected by copyright. The copyright is owned by CERN or is otherwise licensed to CERN by third parties for use by CERN. CERN reserves all rights that are not specifically granted.

For User Submissions that are covered by intellectual property rights, e.g. videos and photos, you grant CERN a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use such media. This license terminates upon deletion of the content or your CERN Alumni account unless such content has been shared with others and cannot reasonably be deleted.

You may view or download content for private purposes, but are not permitted, without CERN's express authorisation, to otherwise store, print, reproduce, copy, modify or transmit the content, or any part thereof, in any way, for any purpose or in any medium.

### **Linking to our site**

You may link to the site, provided that you do so in a way that is fair and legal and does not damage CERN's reputation or take advantage of it. You cannot imply any form of association with, or approval or endorsement by CERN. The CERN Alumni site must not be framed or embedded on any other site.

### **Linking from our platform**

Where the platform contains links to third party websites or resources, these are provided for your information and convenience only and their inclusion does not imply any endorsement or approval by CERN of the third party or the materials therein. Nor does CERN accept any responsibility or liability in respect thereof.

### **Protected marks**

The name, logo and acronym of CERN are protected marks under international law. They, together with the CERN Alumni logo, and the phrases "The CERN High Energy Network" and "Le CERN Réseau des Hautes Énergies" may not be used without the prior express written permission of CERN.

### **Disclaimer**

Although CERN has taken care to set up the Programme and the platform, and offers it in good faith, it is made available to you on an "as is" basis, without warranty, representations, or undertakings as to:

- its content, including, without limitation, the quality, accuracy, completeness or fitness for any particular purpose of such content;

- the information, software, referrals or hyperlinks which are accessible via the platform being free of viruses or similar damage-causing components. CERN strongly recommends that you check for such viruses before engaging with or downloading the platform or content therefrom; or,
- content uploaded by third parties or any third-party websites linked through the platform. In particular, CERN accepts no liability in respect of the accuracy or veracity of any career opportunity advertised by third parties via the CERN Alumni website.

As set out above, 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 platform (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 platform, please contact [CERN Office of Alumni Relations](#) 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.

## **Jurisdiction**

Pursuant to CERN's status as an Intergovernmental Organization, these terms and conditions shall be interpreted in accordance with their true meaning and effect and independently of any national or local law.

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 [CERN General Conditions of Contract](#).

## **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 the Programme or the platform, or these terms and conditions, or any concerns about material which appears on our platform, or if you wish to make any use of material on our platform other than that as set out in these terms and conditions, please contact CERN at [alumni.relations@cern.ch](mailto:alumni.relations@cern.ch) .

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