

Terms of Use ("Terms")

Please read these Terms of Use ("Terms") carefully before using the Portal <www.forever.montana-zug.ch> ("Montana Club"). Montana Club is owned and operated by the Institute Montana Zugerberg AG and the Foundation Institute Montana Zugerberg ("the Company"), acting by and through Hivebrite Solution Software.

User's access to Montana Club is conditioned on User's acceptance of and compliance with these Terms. These Terms and conditions set out below provide for the rights and obligations and apply to all Users of the Platform.

By accessing or using Montana Club, the User agrees to be bound by these Terms. If the User disagrees with any part of these Terms, then the User may not access this Platform.

The User can access, download or print these Terms at any moment from the website <www.forever.montana-zug.ch>.



Preamble

The Montana Club is committed to build and maintain an alive and lively community through projects, activities and exchanges, creates opportunities and contributes to the development of the Institute Montana Zugerberg, its alumni, students, staff and our society.

Article 1

Scope

Montana Club is a Platform, through which alumni of the Institute Montana Zugerberg and other members of its community can connect across borders for mutual support and strategic partnerships, create local groups and communities of practice, stay in touch through social activities (e.g. reunions and chapters) and finally find necessary information with regard to the company. This Platform offers registered Users and others an access to the online directory of the members, to events, discussion-forum and other services.

Article 2

Registration / Users

The User has to register in order to use the Platform.

Each visitor to the Platform will be able to view a certain amount of contents from the Platform without having to register. What can be viewed publicly is solely decided by the host of the Platform.

In order to access the Platform and all of its contents a registration with the Platform is mandatory. The User has to give its compulsory consent authorization located in the request-to-join form.

Registration with the Platform is limited to alumni fellows, to staff members of the Institute Montana Zugerberg as well as to its partners. Where the host accepts the application for registration, the registered User will receive a corresponding confirmation via email.

During registration as a User, the User agrees to provide the Montana Club with true, accurate and complete information about itself, and to maintain and promptly update such data and to keep it accurate.

Article 3

Privacy Policy

The Montana Club uses an IT solution called “Hivebrite”, which enables the import and export of User lists and data, the management of content and events, the organization of emailing campaigns and opportunity research and sharing as well as the management of funds and contributions of any kind.

Personal data that you provide are saved and carefully stored on the server at firstframe and are protected from accesses of third parties. Your personal data will only be accessed by firstframe and the responsible IT-Supporter required to do so in order to carry out their tasks.

In this regard, as data controller, the Company is particularly aware and sensitive with regard to the respect of the User’s privacy and personal data protection. The Company commits to ensure the compliance of the processing it carries out as data controller in accordance with the applicable provisions of the “*Loi n°78-17 dated January 6, 1978, relative à l’informatique, aux fichiers et aux libertés*” and the EU General Data Protection Regulation (GDPR, enforcement date: 25 May 2018).



Collected personal data from Users

When subscribing on Montana Club, the User is informed that its following personal data is collected:

- [email-address];
- [contact details];
- [banking details];
- [Information regarding university education, professional experience and CV].

The User commits to only provide accurate, exhaustive, and regularly updated data regarding its identity, the content and any information in general. Under no circumstances shall the Company be liable for any data that is illegal contrary to public order provisions.

In the event the User does not consent to the collection of the above-mentioned data, it shall be informed that it cannot have access to the Platform.

We are committed to protecting the User's privacy. All personal data that we collect from the User will be processed in accordance with the legal provisions in force, in particular in line with those from the Federal Act on Data Protection. All personal data and information from the User are to be treated strictly confidentially.

Personal data that the User provides are saved and carefully stored on the server of firstframe and are protected from accesses of third parties. User personal data will only be accessed by staff required to do so in order to carry out their tasks.

Cookie data

The Company informs the User that Hivebrite, as well as its subcontractors, uses a tracking technology on its terminal such as cookies whenever the User navigates on the Platform.

A cookie is a message that, subject to the User's settings, is sent to a terminal when the User navigates on Montana Club. The aim is to collect data regarding the internet navigation of the User to send tailor-made services to its terminal (computer, mobile phone or tablet).

The purpose of the process of the data collected through the cookies and the settings of such processing is detailed under number 0 of the present privacy policy.

The purpose of the data processing

The Company and its subcontractors collect, process and host personal data that are freely transferred by the User when accessing the services proposed by the Platform.

Processed Data	Purpose of the processing
----------------	---------------------------

When activating an account or requesting to join the Platform:

- | | |
|--|---|
| <ul style="list-style-type: none">- [First Name];- [Last Name];- [Maiden Name];- [E-mail];- [Joined the network on]. | <ul style="list-style-type: none">■ Identification;■ Authentication;■ Contact;■ Management of requests to access, amend, delete, limit and oppose;■ Access to the Platform;■ Access to all functionalities of the Platform, meaning: [Live feed, Events, Groups, Media Center, Forum, News, Jobs and Careers, Entrepreneurs, Companies, Shop]; |
|--|---|



Processed Data	Purpose of the processing
When creating a user account:	
<ul style="list-style-type: none">- [Photo];- [Birth date];	<ul style="list-style-type: none">■ Creation of a user account;■ Help confirm identity■ For users to present themselves to the network
<ul style="list-style-type: none">- [Gender];- [Nationalities];- [Live Location]; (any you chose to show);	<ul style="list-style-type: none">■ For statistics■ For statistics■ For statistics and to locate users on the map (any location user chooses)■ For search filter
<ul style="list-style-type: none">- [Primary E-mail];- [Secondary and complementary E-mails];- [Personal Address];- [Professional Address];- [Private mobile and landline];	<ul style="list-style-type: none">■ Contact and management of requests to access, amend, delete, limit and oppose;■ For shipment of the “Montana Blatt” (Alumni Magazine) to home/work address
<ul style="list-style-type: none">- [Summary];- [Industries];- [Skills];- [Education];- [Work Experience];- [Resume, Skills, Achievements];	<ul style="list-style-type: none">■ For users to share their education, work experience and achievements■ For search filter:<ul style="list-style-type: none">■ to find other users interested in similar topics■ to find professional support■ to find possible partnerships
<ul style="list-style-type: none">- [Web link];- [Social media accounts];	<ul style="list-style-type: none">■ For users to share their web and social media presence
<ul style="list-style-type: none">- [Community Involvement];	<ul style="list-style-type: none">■ For search filter:<ul style="list-style-type: none">■ to let Institut Montana Zugerberg or other users know if and how a user is willing to be actively involved to support the current community■ to let Institut Montana Zugerberg or other users know if and how a user is willing to be actively involved with the alumni community
<ul style="list-style-type: none">- [Hobbies and Interests: Sport & Outdoor, Art & Creativity, Thought and Strategy].	<ul style="list-style-type: none">■ For search filter:<ul style="list-style-type: none">■ to let Institut Montana Zugerberg or other users know users' interests for the purpose of organising events, tournaments, workshops and other activities■ to find other users with same interests



Processed Data	Purpose of the processing
When using the Platform:	
<ul style="list-style-type: none">- [Photo];- [Live Location];- [E-mail];- [Events (Registrations and attendances)];- [Trips/Check In];- [Ventures and Companies]; <ul style="list-style-type: none">- Cookies, trackers:- Add to calendar- Keep active session- The user/admin ID- User's first connexion- [Stripe #1, #2 – if applicable]- [PayPal, 13 cookies – if applicable]- Identify the User's session- Admin ID- User's search- Google analytics #1, #2, #3.- LinkedIn	<ul style="list-style-type: none">■ The use and feeding of the Platform;■ Sending invitations for events organized by the Company or other Users, if the User has accepted to receive such invitations;■ For management of payments and contributions through the Platform;■ Sending offers [jobs/ commercial offers] from the Company or its partners if the User has accepted to receive such offers.■ Statistics and User engagement scores <ul style="list-style-type: none">■ Improve the quality of the services proposed by the Platform;■ Improve the usage functionalities of the Platform;■ Create statistics regarding the effective use of the Platform;■ Enable the User not to have to reconnect to the Platform for every new navigation on the Platform;■ Invite the User to events organized by the Platform;■ Create statistics regarding the different levels of activity on the Platform. The cookies cannot allow to identify the User;■ Enable the synchronization of the User's LinkedIn profile;■ Manage banking transactions.

The Company only collects and processes the User's personal data for the purpose for the optimal implementation and use of the Platform that is put at its disposal.

User's consent to the collection of data

The Company informs the User that no personal data within the meaning of applicable legislation and regulations shall be collected without the prior explicit consent of the User.

The User expresses its consent upon its subscription on the Platform, and after having been able to consult the present Terms and conditions.

The Company and its subcontractors commit to a lawful and fair collection of the User's data, in full transparency and in compliance with the rights conferred to the User pursuant to applicable legislation and regulations.

Length of data retention

The Company informs the User that the data is collected only during the length of the User's subscription on the Platform.



Following the termination of said subscription (view 0), the data collected will be kept until the user expressly requests the erasure or expressly withdraws his consent. The user's posts upon the subscription will still remain visible, but only under the name "unkown user".

In accordance with application legislation, cookie data will be automatically deleted twelve (12) months following their placing on the User's terminal.

Finally, the data regarding the identification of the Users in case of exercise of their rights shall be retained for (i) one (1) year in case of exercise of their access or rectification rights and (ii) three (3) years in case of exercise of their opposition right.

Obligations of the Company

As data controller and in accordance with applicable legislation and regulations, the Company commits to:

- Only collect the Users' data for the strict purpose as described under number 0 of the present privacy policy;
- Keep a processing register;
- Put in place all necessary technical and organizational appropriate measures in order to ensure the security, confidentiality, integrity, availability and the resilience of the process systems and services;
- Limit the access to the Users' data to the persons duly authorized to this effect;
- Increase awareness and train staff members regarding the processing of personal data;
- Guarantee to the Users their rights regarding the access, portability, erasure, rectification and opposition in relation to the collection and processing of their data;
- Notify the competent supervisory authority of any security breach presenting a serious risk regarding the rights and liberties of the Users within 72 hours of the occurrence of such a breach;
- Proceed with the deletion of the Users' data in the event of an absence of any contact with the Company for a period of three (3) years;
- Only subcontract the processing of the Users' data to Hivebrite which, as subcontractor, has put all necessary technical and organizational measures in order to guarantee the security, confidentiality, integrity, availability and resilience of the processing systems and services.

For any additional information on Hivebrite, you can consult the webpage available at the following address: www.hivebrite.com.

Exercise of the User's rights

The User is duly informed that it disposes at any time, meaning prior to, during or following the processing of data, to a right to access, copy, rectify, oppose, port, limit and delete its data.

The User can exercise its rights by sending an email to the following address [alumni@montana-zug.ch] or by mail at the following address [Stiftung Institut Montana Zugerberg, Schönfels 5, 6300 Zug, Switzerland] provided that the User justifies its identity.

In addition, in the event the User considers that its rights have not been respected, the User of which the personal data is collected can file a reclamation before the competent supervisory authority. For any additional information, you can review your rights on the websites of the competent authorities.

The competent supervisory authorities are listed on the following website:

http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm.



Hosting of the User's personal data

The personal data collected by the Company is hosted by the following service providers:

Host	Nature of the hosting
Microsoft Azure Cloud Privacy policy: https://www.microsoft.com/en-us/TrustCenter/Privacy/gdpr/default.aspx	Hosting of all data and content produced / provided by the User, as well as images, profile pictures and backups
AmazonAWS Privacy policy: https://aws.amazon.com/compliance/gdpr-center/	

Data breach

In case of breach of its systems, or theft, deletion, loss, alteration, disclosure, unauthorized access, or any other malicious act, the Company commits, in the event the said breach presents a serious risk regarding the rights and freedoms of the User, to notify the User within a period of seventy two (72) hours as of the occurrence of the breach, of (i) the nature of the breach, (ii) the probable consequences of the malicious act, (iii) the appropriate measures proposed to remedy the malicious act.

The malicious act presenting a serious risk regarding the rights and freedoms of the User shall be notified to the competent supervisory authority.

The User is duly informed that the Company shall not be liable in case of breach of IT security, which can cause damages to computer equipment, as well as in case of breach or malicious act by a third party targeting the system or the Platform.

Cookie management configuration and other data

The User's consent is requested through a banner at the bottom of the Montana Club homepage.

In case of consent, the User's internet navigator shall automatically transmit to the Company the data collected and detailed under number 0 of the privacy policy.

The User is informed that the cookies and trackers will be automatically deleted following a period of twelve (12) months.

The User may at all times configure its navigator in order to prevent the creation of cookie files.

However, certain functionalities of the services proposed by the Platform may not function properly without cookies. In addition, even if most navigators are configured by default and accept the creation of cookie files, the User has the possibility to choose to accept the creation of all cookies other than the functional cookies or to systematically decline them or to choose the cookies it accepts depending on the issuer by configuring the following settings:

Internet Explorer:

- Click on the settings menu, followed by "Internet Options";
- Under the "General" tab on the upper-left hand side, scroll down to "Browsing history";
- Check the "Temporary Internet files and website files," "Cookies and website data," "History," and "Download History" boxes;
- Click on "Delete";
- Close out of Internet Explorer and reopen it for changes to take effect.



Firefox:

- Click on your Tools bar;
- Click on “Preferences”;
- On the menu to the right, select "Privacy";
- Under the “history option”, there is a shortcut titled "clear your recent history", click on that;
- Select only the top four options and hit clear now.

Safari:

- Click on “Safari” in the top left corner of the finer bar;
- Click on “Preferences”;
- Click on the “Privacy” tab;
- Click on “Manage Website Data”;
- Click on “Remove All”;
- Click “Remove Now”.

Google Chrome:

- Click the Tools menu;
- Click on “More tools”;
- Clear browsing data;
- At the top, choose a time range.
- To delete everything, select “All time”;
- Next to "Cookies and other site data" and "Cached images and files", check the boxes;
- Click on “Clear data”.

In order to configure the data settings, please find below the recommendations of the Company:

Data collected for the following purposes:	Settings:
General data enabling the proper functioning of the Platform and the improvement of the services proposed by the Platform.	Data that is essential for the provision of services by the Company, non-configurable.
Data regarding the management of payment services proposed by the Platform, delinquencies and litigation.	Data that is essential for the provision of services by the Company, non-configurable.
Data enabling the creation of User files; Mailing of commercial offers, advertisements or newsletters of the Company and/or its commercial partners if this has been accepted by the User.	Management by the User in its login area; Unsubscribing to newsletters / commercial offers by clicking on the appropriate link; Request for deletion of the data base of the Company by writing to the following address [Stiftung Institut Montana Zugerberg, Schönfels 5, Zug, 6300 Zugerberg, Switzerland] and subject to providing a proof of identity.



Data collected for the following purposes:	Settings:
Compilation of statistics with the purpose of improving the functioning of the Platform notably by analysing the traffic of the Platform (modules which are more or less consulted, preferred routes, level of activity depending on the day of the week et hour of the day, etc.) and by adapting the Platform according to the needs and tastes of the Users (recognition of the User when it accesses the Platform).	Clearance of cookie history in the navigator pursuant to the above instructions; Using the “incognito mode” whilst navigating; Request for deletion of the data base of the Company by writing to the following address [Stiftung Institut Montana Zugerberg, Schönfels 5, Zug, 6300 Zugerberg, Switzerland] and subject to providing a proof of identity.
Management of requests to access, rectify, delete, limit and oppose.	Request for deletion of the data base of the Company by writing to the following address [Stiftung Institut Montana Zugerberg, Schönfels 5, Zug, 6300 Zugerberg, Switzerland] and subject to providing a proof of identity.

People authorized to access the User’s data

The data of the User are accessible only to the people duly authorized to do so by the Company for administrative or maintenance purposes of the Platform to the exclusion of any commercial use, and if applicable, in order to enforce the rights exercised by the User regarding its data (in particular the right to access, rectify, oppose, port and to be forgotten).

The Company informs the User that, outside of hosting and payment services, it uses the following subcontractor:

- The company KIT UNITED for its HIVEBRITE solution, a French société par actions simplifiée with a capital of 284.280,00 Euros, registered with the Paris Companies register under the number 75339171300017, having its registered office at 8, rue de la Grande Chaumière, 75008 – Paris.

Especially in light of any future developments of the applicable legislation and regulations, the Company reserves its right to proceed with any modification of its privacy policy and commits to duly inform you if any such modification occurs.

Article 4

Conduct Guidelines

As a User of Montana Club, the user acknowledges that all content posted, emailed, or otherwise transmitted to or on this Platform, in particular its profile information, ratings of points of interests and comments in forums (collectively, (“Postings”), are the sole responsibility of the person who made such Postings. This means that the User is entirely responsible for all Postings that it posts, email or otherwise transmits to this Platform. The Company and Montana Club do not control the Postings posted, emailed or otherwise transmitted on the Platform by others and, as such, there is no guarantee regarding the accuracy, integrity or quality of such Postings. Although the Montana Club promotes the present conduct guidelines for Users (as described below), the Company will under no circumstances be liable in any way for any Postings (other than for content developed by itself), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through this Platform.



The User agrees not to use this Platform (including any services or features offered on this Platform) to:

- a. Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in the Company's sole discretion);
- b. Impersonate any person or entity, including, but not limited to, any User of this Platform, a director, officer, employee, shareholder, agent or representative of the Company, or its affiliates, or any other person or entity, or falsely state or otherwise misrepresent its affiliation with the Company, or its affiliates or any other person or entity;
- c. Upload, post, email or otherwise transmit any Postings or other materials that are not its own, or that the User does not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d. Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of this Platform or any computer software or hardware or telecommunications equipment;
- e. Not to use this Platform in any unsolicited way, such as bulk mailing of emails or emailing chain-letter, SPAM, advertising emails or information without reference to the Company;
- f. Not to make any (explicit or implicit) salacious remarks or sexual branded comments;
- g. Intentionally or unintentionally violate any applicable national, cantonal or international law, including, but not limited to, any regulations having the force of law;
- h. Stalk or otherwise harass another User of this Platform;
- i. Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other Users of the Platform (including User's name or password) or about any other third party; or
- j. Access or attempt to access another User's account without its consent.

The User acknowledges that it is entirely responsible for maintaining the confidentiality of its password and the account information. The User agrees to notify the Company immediately in the event of any known or suspected unauthorized use of User's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of the User's or anyone else's password. The User is entirely responsible for any and all activities which occur under its account.

Article 5

Content / use of materials

Montana Club allows Users to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). The Company reserves the right to immediately remove illegal content.

The User consents that, following the publication of the content, its information will become public on the Platform and that as such, same information will be published, modified, translated, reproduced in any form and accessible, saved and reproduced by other Users and the Company.

In most cases, the User posts contents without previous moderation from the Company. The Company does not alter the content or information of the User, except under exceptional circumstances. The Company reserves its right to freely delete or amend the content or information of the User, without prejudice to the User.



In the case of delivery of content on the Platform which is contravenes with the present Terms, applicable law or the rights of third parties, any person can inform the Company of the existence of such Content at the following address: [Stiftung Institut Montana Zugerberg, Schönfels 5, Zug, 6300 Zugerberg, Switzerland].

The User is informed that the Company does not collect any particularly sensitive data within the meaning of applicable legislation and regulations.

Article 6

Termination

The Company may terminate or suspend access to Montana Club immediately, without prior notice or liability, for any reason whatsoever, including without limitation if User breaches the Terms.

Each User may terminate its relationship by correspondingly notifying the host. In order to terminate this relationship and have one's User account removed from the Platform, a User has to write an e-mail to alumni@montana-zug.ch stating that it would like to its account removed. Users may register again with the Platform at any time.

The Platform is being operated for an indefinite period; the User does not have a claim to its term being unlimited.

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Article 7

Changes

The Company reserves the right, in its sole discretion, to change, modify, add or remove portions of these Terms at any time. If a revision is material, the Company will provide at least 10 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at its sole discretion.

By using the Platform once the Company has posted any changes to these Terms, the User agrees to accept those changes.

These Terms were last updated: [4 July 2018].

Article 8

Contact Us

The User can access, change or delete its personal information by visiting the Platform's Contact Us page. The Platform will try to comply with its request as soon as reasonably practicable.

Article 9

Disclaimer of warranties

The Platform does not guarantee any accuracy, availability, functionality or freedom from viruses of this Platform. In the sole discretion and without prior notice or liability, the Company may discontinue, modify or alter any aspect of the Platform, including, but not limited to, (i) restricting the time the Platform is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any User's right to use the Platform.



These Terms apply only to the Montana Club Platform, and do not extend to the Platforms of any other person or entity. The Company may provide, or third parties may provide, links to other Platforms, or contents such as advertisements. The User acknowledges and agrees that the Company is not responsible for the availability of such external sites, and does not endorse (and is not responsible or liable for) any content, advertising, products, or other materials on or available from such Platforms. The User further acknowledges and agrees that, under no circumstances, will the Company be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to the User in connection with the use of, or reliance on, any content, advertisements, products or other resources available on any other Platform (regardless of whether its directly or indirectly linked to such content, advertisements, products or other resources). The User should direct any concerns with respect to any other Platform to that Platform's administrator or webmaster.

The User recognizes that a 100% availability of this Platform is technically impossible to realise. In particular maintenance-, security- and capacity-planning as well as occurrences outside of the field of power of the Company (e.g. power failure, etc.) can lead to short-term technical faults or temporary stopping of the services of this Platform.

Further, the Company does not provide any guarantees of any kind with regard to any contents and materials on this Platform.

Article 10

Limitation of Liability

Any liability by the Montana Club, or any of our affiliates is hereby excluded to the extent such exclusion is permitted by law.

Article 11

Indemnification

The User agrees to indemnify, hold harmless and, at the option of the Company, defends Montana Club or the Company or any of our affiliates, and its officers, directors, employees, stockholders, agent or representative of the Company from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney fees and expenses) arising from the User's improper use of this Platform, The User's violation of these Terms, or the User's infringement, or the infringement or use by any other User of its account, of any intellectual property or other right of any person or entity.

Article 12

General Provisions

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms, or to exercise any right under the Terms, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance.



Article 13

Governing Law and Choice of Forum

These Terms are governed by the substantive laws of Switzerland. To the extent a choice of forum is permissible, the courts of Zug are exclusively competent for any and all disputes arising out of or in connection with these Terms or in connection with the use of this Platform.