

General Terms & Conditions of Use of SwissCommunity for Members

1. Scope and subject of General Terms & Conditions

- 1.1 The Organisation of the Swiss Abroad (hereinafter "the OSA"), founded in 1916, is now organized as a foundation. The object of the OSA is to inform, network, defend and advise the 700,000 Swiss citizens who live abroad. With this underlying purpose, the OSA has devised and implemented the communication platform SwissCommunity (hereinafter "the Platform") for the Swiss abroad. It is available at www.swisscommunity.org. The Platform seeks primarily to facilitate contact among and between the Swiss abroad and Switzerland and, as the case may be, the Swiss authorities. The Platform is divided into a public section and a section accessible only to members (hereinafter "Member Area"), which offers special services. These include news exchange, for communication with other Swiss abroad, special offers open to members, and an events calendar.
- 1.2 To be able to make full use of the Platform, interested Swiss citizens who live, have lived or are planning to live abroad shall register as members. Registration shall take place via a special form on the Platform.
- 1.3 The present General Terms & Conditions (hereinafter "Terms & Conditions") establish the conditions of membership and terms of use of the Platform. A member shall expressly accept these Terms & Conditions on registration and is bound to comply with them. New services, offered online in the Member Area after initial registration, shall also be governed by these Terms & Conditions. Registration and log-in shall be impossible, and expressly prohibited, without express prior acceptance of the Terms & Conditions.
- 1.4 The OSA reserves the right to amend the present Terms & Conditions at any time and shall inform members of such amendments at their next log-in. Members shall accept such amendments by checking the appropriate checkbox. The accounts of members who do not accept the amendments shall be blocked and closed 14 days after notification of the amendments.

2. Minimum age

The services in the Member Area are not aimed at people under the age of 18. The OSA reserves the right to block and close a member's account without notice, where there is evidence that a person aged under 18 is using the account.

3. Registration

3.1 Members shall register before using the services in the Member Area. Members shall vouch that all particulars supplied on registration are true and complete. They are bound immediately to notify the OSA of any changes in their profile particulars. It shall be expressly forbidden to place accounts at the disposal of third parties and to disclose access details to third parties.

3.2 At the first stage of registration, new members shall supply a valid e-mail address and choose a password. They are bound to keep the password secret. At the next stage, members shall state additional information such as their first name, surname, sex, mother tongue, language of correspondence, the place of residence and the occupation. The OSA shall be free to reject applications for registration, without stating reasons. If the OSA accepts an application for registration, joining members shall receive an e-mail giving a link to activate the member's account and to clear access to the Member Area.

3.3 Each member shall only register once and set up only one profile.

3.4 For technical reasons, OSA cannot establish with certainty whether a member registered in the Member Area really is the person he or she claims to be. OSA shall therefore provide no warranty for members' true identities. Members shall therefore make sure of another member's identity for themselves.

3.5 By accepting the Terms & Conditions, and by registering, members shall receive a personal, non-transferable right, irrevocable at any time, to use the contents and services of the Member Area, in accordance with the restrictions stated in these Terms & Conditions.

3.6 Membership shall be free.

3.7 The OSA reserves the right to modify, suspend or totally discontinue single services and/or sections of the Member Area, or all of them, at any time, in whole or in part. The OSA reserves the further right to deny access to single services, or all of them, without notice, at any time.

4. User content on personal profile pages

4.1 The OSA shall allow Members to publish their own content on a personal profile page, group forums or in the events calendar, or elsewhere. Members shall alone be responsible for ensuring that such content in no way breaches the prohibitions and rules stated in these Terms & Conditions. Members shall especially be responsible for ensuring that their content is legal and that they are entitled to publish such content and make it available to third parties. The OSA hereby declines all liability for such content.

4.2 The OSA is not bound, but reserves the right, to check content added by members, to ensure that no unauthorized content appears on the page. The OSA further reserves the right to erase such content without notice, when it discovers, or is informed by third parties, or suspicion exists, that such content breaches applicable law and/or the provisions of these Terms & Conditions. The OSA reserves the right to keep a record of such breaches and/or attempted breaches.

5. Express prohibition of illegal acts and general rules of conduct

By accepting the Terms & Conditions, members undertake to use the Member Area exclusively for lawful purposes. Members shall note that it is most strictly forbidden to use, or allow third parties to use, their accounts for purposes which are illegal and/or otherwise prohibited under these Terms & Conditions. Such prohibition shall apply in particular, though without limitation, to content which:

5.1 is openly offensive and fosters or incites racism, bigotry, hatred or physical violence of any kind against groups or individuals or violence of any kind against property;

5.2 harasses others or supports harassment;

5.3 encourages sexual or violent exploitation of persons;

- 5.4 comprises nudity, violence or indecent images;
- 5.5 requires, or is designed to elicit, personal information from persons under the age of 18;
- 5.6 publishes information which poses a risk to the protection of personal data or security;
- 5.7 contains or endorses information which, to the best of the member's knowledge, is false or misleading or promotes illegal acts or offensive, threatening, obscene, defamatory, slanderous or libellous behaviour;
- 5.8 infringes intangible property rights (to trademarks, designs, patents or copyright), especially which constitutes or promotes illegal or unauthorized copies of copyright works of other persons, e.g. pirated copies of computer programs or links to them, information on defeating copy protection set up by manufacturers and pirated copies of music or links to pirated copies of music files;
- 5.9 entails sending junk mails, chain letters or unsolicited mass mailings, SMS, spinning or spamming;
- 5.10 has restricted, password-only access or contains hidden pages or images;
- 5.11 promotes or supports unlawful acts or plans or contains instructions on illegal acts, e.g. making or buying illegal weapons, breach of privacy or the supply or development of computer viruses;
- 5.12 requires other users to disclose passwords or personal particulars for commercial or illegal purposes, or is designed to do so;
- 5.13 contains commercial initiatives such as competitions or prize draws, without the prior written consent of the OSA;
- 5.14 contains photographs or videos of other people, which have been published without the consent of those people;
- 5.15 infringes, or attempts to infringe, privacy laws, contract law or other laws or rights of third parties;
- 5.16 contains website links which are prohibited under this Article.

6. Intellectual property

- 6.1 By using the services in the Member Area, members shall obtain neither intangible property rights to the contents nor any rights to the software underlying the services. Members shall expressly acknowledge that the software, the pages themselves and all contents are protected by copyright and that members hold no licences whatsoever, other than for their own, personal use. Members shall expressly recognize that they hold no other intangible property rights and/or claims to such rights. All rights pertaining to the Platform shall belong to the OSA.
- 6.2 By the uploading of content, members shall grant the OSA a world-wide, free licence, which may be sublicensed, to use such content.

7. Cancellation of contractual relations between OSA and members

- 7.1 The OSA reserves the right to debar members from the Member Area at any time, without stating reasons, and to block and close their accounts. If illegal activities are presumed to have taken place, the OSA reserves the right to notify the competent prosecuting authorities.
- 7.2 Once the OSA has closed and removed a member's access, that member shall be forbidden from entering the Member Area and especially from re-registering as a member, without the express, prior, written consent of the OSA. Other members shall be prohibited from allowing ex-members, or other persons whose accounts have been blocked and closed, to use their accounts.
- 7.3 Members shall be free to close their accounts at any time. To do so, a member shall log in to the Member Area and implement the deletion under the heading "My Profile."

8. Data protection and use of information

- 8.1 The protection of members' and users' data is important to the OSA. The OSA shall comply accordingly with Swiss data protection legislation.
- 8.2 When registering for full access to the Member Area of the Platform, members shall furnish information such as e-mail address, password, first name and surname, sex,

language of correspondence, mother tongue, canton, postcode, city, country and occupation. Members may also supply extra profile information during registration. After registration, members may retrieve their profiles at any time, to add to or delete personal information.

8.3 The OSA shall use such data for registration purposes and, so wished by the members, for distributing newsletters the canton(s) chosen by the members, and for sending the OSA newsletter and a one-off sending of the Swiss Tourism “Network Switzerland” Kit. Members who do not wish to receive further issues of the newsletters can give notice to this effect at any time.

8.4 Some information, such as name, profile picture, lists of contacts, sex, country, town and language shall be treated as public, i.e. visible outside the Member Area, and shall therefore have no privacy settings. Some of the shared content shall appear on the pages of the cantons, under contacts or start pages and on other pages accessible to all users. By registering, members shall expressly consent to publication of such particulars (e.g. photographs, first names and surnames). Members may themselves specify whether other particulars shall be visible to all, or only to contacts.

8.5 The OSA reserves the right to record all communications, to enable it immediately to remove any illegal statements and/or content which may come to its knowledge, and thus prevent offences from taking place. The OSA shall be entitled, though not expressly bound, to monitor news and content in the Member Area, in whole or in part.

9. Warranty

9.1 The accuracy of information and opinions conveyed via the Platform shall not be warranted, either expressly or implicitly.

9.2 The OSA shall warrant no minimum availability of the Platform and/or of the Member Area. It shall, however, endeavour to maximize such availability. Members shall note that software underlying the Platform is still in development and that sequences cannot be warranted fault-free at all times. The OSA expressly reserves the right to

block the Member Area without notice, where necessary to investigate malfunctions, for maintenance work or for closer examination of cases of abuse.

10 Liability

- 10.1 The OSA hereby declines all liability for the Platform, especially content displayed there, and communications passed through it. The OSA shall likewise not be liable for any losses arising from impossibility of use of the Member Area. Such disclaimer shall also apply to interruption, temporary suspension or termination of the services.
- 10.2 The OSA shall in no case be liable for content provided by members. Members shall alone be responsible for all information and data which they send, display or notify via the Member Area.
- 10.3 The OSA shall accept no liability for the behaviour of members and/or third parties or for content or statements forwarded by members and/or third parties in the context of the services.
- 10.4 The OSA shall accept no liability for links, for contents of pages linked in the Member Area, and for content uploaded by other members and/or third parties. The OSA has no influence on third-party websites. If the OSA incurs loss through the behaviour of members and/or third parties, they shall indemnify the OSA accordingly. The OSA shall accept no liability for misuse of members' accounts by third parties. The member shall be liable him/herself for all action taken by third parties using a member's access details.
- 10.5 The OSA shall not be liable for minor negligence or indirect losses.

11. Final provision

If a provision of these Terms & Conditions is considered unworkable, this shall not affect the validity of all other provisions. Failure by the OSA to implement a provision shall imply no waiver thereof.

12. Applicable law and jurisdiction

Swiss law alone shall apply; sole jurisdiction shall be Berne.