



TERMS & CONDITIONS OF GLION STUDENT LIFE WEBSITE

This Glion Student Life website (the “Website”) is provided by GIHE Sàrl, a company incorporated under Swiss law with registered offices at Rue de l’Ondine 20, 1630 Bulle, and its affiliates (“GIHE”, “We”, “Us”, “Our” or “Ours”). “You”, “Your” or “Yours” refer to a the Member, dully authorized to access the Website, any Content or Services.

These terms and conditions (“Terms”) apply to the Website and its content, including all information, material and media, in particular text, data, photos, footage, audio-only content, recordings, videos and other moving and non-moving images and material displayed (individually and collectively the “Content”) and any services that We make available through the Website (“Services”) to the its Member.

By accessing the Website or using any Services or Content You agree to be bound by these Terms and all terms and conditions referenced or contained herein or any additional terms and conditions set forth on this Website from time to time (for instance if You enter a competition, if there are extra terms, We will always let you know). If You do not agree to all of the terms set forth herein, You must not use the Website, the Content or the Services.

If You have any questions or comments concerning the Website or any Content or Services You may contact Us at studentaffairs.bulle@glion.edu

MODIFICATIONS

We reserve the right to modify, add or remove any portions of these Terms at any time without notice and at Our sole discretion and such changes shall be effective upon posting the new Terms here. By continuing to access or use the Website, Content or Services, You will be deemed to have accepted such amendments. You are advised to regularly review the applicable Terms.

We also reserve the right, at any time and at Our sole discretion, to modify or discontinue, whether permanently or temporarily, the Website or any Content or Services (or any part

thereof) with or without notice and We will have no responsibility or liability for failure to store or delete any Content (including any Contribution).

All disclaimers, indemnities and exclusions in these Terms shall survive the termination of these Terms, the Website or any Content or Services.

GLION STUDENT LIFE WEBSITE PERMITTED USES FOR MEMBER

In particular, GIHE offers to Members the opportunity to:

- Find information about Campus;
- Find information regarding different leadership programs, Student Government Association (SGA), Committees, Glion Ambassadors, ;
- Find information regarding events, activities and excursions related to Student Affairs;
- Find the contact detail of members;
- Find job opportunities;
- Find appartements offers;
- Exchange about different topics with the Glion community through the forum section;
- Apply to any of the leadership programs (SGA, Glion Ambassadors);
- Pay for student activities, events and/or excursions.

GIHE offers You the opportunity to research information via the Website and to use the Content for Your own personal and non-commercial use.

FORBIDDEN USES

As a condition of Your use of this Web Site, You further agree not to use the Web Site for any purpose that is unlawful or prohibited by these Terms.

In particular, You agree not to post on or transmit through this website any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, violates

the privacy rights of others, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You further agree not to use this website in any manner that affects or interferes with its normal operation or with any other user's use and enjoyment of the website. Finally, You must not use the website to cast a negative light on Us or Our activities, businesses, services or brands.

GIHE reserves the right, in its sole discretion, to suspend or terminate Your access to the Website and prohibit any and all current and future use of the Website (or any portion thereof) by You.

USE OF THE FORUM

The purpose of the Forum is to voluntarily exchange information about Glion, events and opportunities. You expressly agree not to use any part of the Forum to:

- post content that is unlawful, malicious, misleading, defamatory, harmful, threatening, abusive, harassing, vulgar, obscene, libelous, objectionable, inappropriate, improper, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, including, but not limited to, GIHE and its affiliates employee, or falsely state or otherwise misrepresent your affiliation with any person, group or entity;
- post any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed under nondisclosure agreements);
- post any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights or rights of publicity or privacy rights of any third party;
- post any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- post any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- act illegally or unethically or use for any illegal or unethical purposes;

- intentionally or unintentionally violate any applicable local, state, national or international law, rule, regulation or policy,
- collect or store personal data about other users.

Posts on any part of the Forum may be edited, moved, deleted or removed at any time and for any reason or no reason and without notice by GIHE. GIHE is not obligated to provide you with any reason or explanation for any post being edited, moved, deleted or removed. There is no means of appeal for any post or membership that is edited, moved, deleted or removed from the forum. GIHE reserves the right to temporarily or permanently withdraw the membership at any time and for any reason or no reason. GIHE is not obligated to provide you with any reason or explanation for any such membership withdrawal.

GIHE does not make any warranty or guarantee that any information posted on any part of the Forum.

Any support issues or questions about the Forum should be addressed to studentaffairs.bulle@glion.edu. GIHE disclaims any approval or liability related to any comments made on the Forum by a user or third party.

PAYMENT MADE ON THE WEBSITE

All payments made on the Website will be made through Payfacile : <https://fr.payfacile.com/>, under their Terms & Conditions and their Privacy policy.

In consideration of the above, Members hereby acknowledges and agree that neither GIHE, or its Affiliates, employees, shall be liable for claims, demands, costs or expenses arising out of any personal injury, property damage or loss which may be sustained by the use of Payfacile.

CONTRIBUTIONS

You may wish to submit content for publication on this website ("Contribution"). You agree that all Contributions submitted are submitted without any financial consideration now or in the future

When You submit a Contribution to Us, You represent and warrant that you are over 16 years old and You have created this Contribution or You have received permission from, or are authorised by, the author(s) of any part of the Contribution to submit it to us as per the conditions herein.

You and/or the authors(s) of the Contribution still own the copyright in the Contribution sent to us, but by submitting any Contribution to us, You are granting Us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable and sub-licensable, perpetual worldwide licence to use, publish or transmit, or to authorise third-parties to use, publish or transmit Your Contribution in any format and on any media, either now known or hereinafter invented We deem appropriate including but not limited to on any of Our other websites, print publications and e-mail newsletters .

You represent and warrant that the Contribution You submit to Us is not obscene, threatening, harassing, libellous, deceptive, fraudulent, invasive of another's privacy, offensive, defamatory of any person or otherwise illegal. You further represent and warrant that the Contribution You submit to Us does not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any third party.

You acknowledge and agree that We have no obligation to pre-screen, monitor, review, or edit any Contribution provided by You and other users to us. You acknowledge and agree that when You provide Us with Contribution, or view Contributions provided by others, You are doing so at Your own discretion and risk, including any reliance on the accuracy, completeness, of this Contribution. You further acknowledge and agree that the views expressed by You and other users in any Contribution do not necessarily reflect the views of GIHE, and We do not support or endorse any Contribution.

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We accept no liability in respect of any Contribution submitted by You or any users and published by Us or by authorised third-parties.

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database storage or commercial exploitation of the Content are prohibited without the express written permission of GIHE or the relevant third party.

In the event that You become aware of any actual or alleged infringement of third parties' rights by any Content (including any Contribution), You shall: (i) immediately notify Us in detailed writing and cease using the affected Content; (ii) not make any admission as to liability; (iii) allow Us to take sole control of any claim; (iv) provide Us with all assistance as may be requested in relation to the infringement.

LINK TO THIRD PARTY WEBSITES

Links on the website to third party websites are provided only as a convenience to You. If You use these links, You will leave the website. These links will be used at Your own risk. You are advised that other websites on the Internet, including third party websites linked from this website, might contain material or information that some people may find offensive or inappropriate. Further, such information may be inaccurate, misleading, untrue, or deceptive, libellous, defamatory or infringing of others' rights or otherwise unlawful. We expressly dissociate ourselves from any content potentially giving rise to liability, criminal or otherwise, or that is contrary to good morals and We expressly disclaim any responsibility for the content, accuracy, legality or decency of any information, and for any services or products that appear on any third-party website. GIHE does not endorse or control any such third-party websites. You agree that We will not be responsible or liable for any content, goods or services provided on or through these outside websites or for Your use or inability to use such websites. We recommend that You make yourself aware of and read the privacy and legal notices of all other websites that You visit.

NO WARRANTY

GIHE provides the Website, the Content and Services "as is" and "as available" without any representation or warranty of any kind, express or implied, and all representations and warranties are expressly disclaimed to the fullest extent permitted under applicable law. GIHE specifically disclaims the implied warranties of merchantability, fitness for a particular purpose and non-infringement. GIHE does not warrant that the Website will operate uninterrupted, error free, that the website, its servers and any Content are free of computer viruses and other harmful elements or that defects will be corrected. GIHE makes no warranty regarding the accuracy, up-to-dateness, completeness or constant availability of any Content or other information on the Website, nor that the Content or Website will meet Your requirements.

Insofar as advice or recommendations are given on the website, GIHE shall not be responsible for any harm or loss suffered by following the advice or recommendation.

Your use the website is entirely at Your own risk. GIHE is not responsible to You for any loss that You might suffer as a result of using the website.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Neither GIHE nor its affiliates shall under any circumstances be liable for any damages of any kind arising out of, in connection with or otherwise relating to Your access to, or use of or inability to use the Website, Content or Services, or any other website You access through a link from this website or any incorrect or inaccurate information on this website. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental, or consequential damages (including but not limited to property damage, loss of use, loss of data, economic loss, loss of business or loss of profits), whether based on breach of contract, breach of warranty, tort (including negligence) or otherwise, even if GIHE has been advised of the possibility of such damage or loss. To the maximum extent permitted by applicable law, You expressly waive all claims against GIHE and its affiliates and their officers, directors, employees, suppliers and programmers arising out of, in connection with or otherwise relating to Your access or use or inability to use this website.

You agree to indemnify, defend and hold harmless GIHE and its affiliates, licensees, directors, officers, and employees against all liabilities, claims, damages and expenses, including attorney's fees, arising out of, in connection with or otherwise relating to Your use or inability to use the Website, Content or Services, or Your violation or alleged violation of these Terms or allegations of Your use of the Website, Content or Services in any manner not permitted herein.

MISCELLANEOUS

The failure by GIHE to enforce any part of these Terms shall not constitute a waiver of such term or provision and shall not be considered a waiver or limit GIHE right thereafter to insist upon strict adherence to that term or any other provision of these Terms.

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be replaced by a valid, enforceable provision that most closely matches

the intent of the original provision, and the validity and enforceability of any remaining provisions shall not be affected.

APPLICABLE LAW AND JURISDICTION

These Terms and, generally, the use of the Website, the Content and Services are governed by the laws of Switzerland.

Any dispute arising out of or in connection with these Terms and, generally, with the use of the Website, the Services and the Content, shall be submitted to the exclusive jurisdiction of the ordinary courts of Lausanne, canton of Vaud, Switzerland.

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