



pioneers' club. bringing emerging entrepreneurs together

## **Terms and conditions for using the “PCU Community Platform”**

Version 1.1, last updated on 22<sup>nd</sup> of Sept 2012.

### **Preamble**

The present terms and conditions govern the relationship between the Pioneers' Club PCU association (hereinafter “PCU”) as the operator of the PCU Community Platform (hereinafter “PCP”) and the pioneer registering to use the services offered via the PCP, irrespective of which regional Pioneers' Club initiative referred the pioneer to the PCP.

### **Item 1: Admission criteria of the PCU**

a) The applicant has to meet the following three admission requirements:

- **young or experienced entrepreneur**
- **founder or holder of a participation in a company listed in the commercial register**
- **innovation and entrepreneurial spirit**

After being accepted you may upgrade in the member area for PREMIUM Pioneer and get access to all exclusive events and services.

b) The aforementioned admission criteria are deemed to constitute the minimum requirements.

Regional initiatives may stipulate and enforce stricter criteria.

### **Item 2: Entitlement to register /approval and provision of access**

a) Anyone meeting the PCU admission criteria is entitled to register for the PCP. The registration must be approved by the delegate of the respective regional initiative.

b) Approval is granted through of provision of access requested by means of the registration, provided that the PCU admission criteria have been met, the details stated in the pioneer's profile are complete and truthful and the present terms and conditions of use have been accepted in their current version.

c) Registration, approval and/or subsequent provision of access shall not constitute membership of the PCU association.

### **Item 3: Functions of the PCP/Premium access and Premium fee**

a) The pioneer currently has access to the following free PCP functions:

– Registration and access to events



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- access to the entrepreneurs' forum
- specific search for other pioneers
- receipt of news about premium pioneers
- publication of personal and business details (profile)

b) By paying an annual fee, pioneers can access further PCP functions and benefit from PCU Premium Services and exclusive Premium Events. Pioneers can access

these additional functions for a period of 12 months as soon as they have paid the fee. After login Pioneers may upgrade to Premium Pioneers.

c) The following additional PCP functions are currently available:

- registration and access to premium events
- sending of news to other pioneers
- upload of a photo to complement one's own details (profile)
- upload of the company logo to complement the business details (profile)

#### **Item 4: Conduct on the PCP/Obligations of the pioneer**

a) Pioneers undertake to keep the details submitted by them upon registration (profile) up-to-date at all times.

b) On principle, all pioneers shall be responsible for all details and comments made by them on the PCP, in particular for all announcements or personal messages to other pioneers published by them in the forum.

c) Comments or accounts that might be construed as being defamatory to another pioneer or third party or contain content of an illegal or indecent nature, in particular of racist or pornographic content, incitement to violence or criminal acts are prohibited.

d) It is explicitly forbidden to send advertising texts by means of messaging or to engage in aggressive acquisition activities (Spamming).

e) Access to the PCP is strictly personal and may only be used for PCU-related purposes. All registered pioneers shall treat their access data confidentially. Access data may not be placed at the disposal of third parties.

f) The forwarding of any personal data, addresses or other confidential data of other pioneers



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that many be available via the PCP to third parties is prohibited.

#### **Item 5: Use of data and data protection**

a) In order to satisfy statutory requirements, the user name, time and IP address will be saved whenever registrations are submitted. Moreover all activities of a pioneer on the PCP will be recorded and saved. All of these data and information will be treated in the strictest confidence and shall only be accessible to third parties such as the provider or the criminal prosecution authorities on the basis of a court order.

b) The pioneer herewith consents to the recording, processing and storage of these data including any documents submitted. This consent may be withdrawn any time by sending an email to the platform operator (info@pcunetwork.ch). Withdrawal of consent shall result in the deletion of the access in question. Each pioneer shall be entitled to inspect the data stored under his name.

c) Moreover, all pioneers agree that certain specially designated data shall be made available to all pioneers who have registered and been provided access to the PCP.

#### **Item 6: Deactivation/Deletion of access**

a) The PCU may deactivate or delete an access at any time without stating grounds. Any fees paid shall in such a case be refunded pro rata temporis, calculated on the basis of months.

b) In the event of violations of the law of the respective country, breaches of PCU principles or contravention of the present terms and conditions of use, PCU reserves the right to deactivate access temporarily or to delete it entirely.

Any fees paid shall in such a case not be refunded.

c) In such as case, the PCU reserves the right to take legal steps.

#### **Item 7: Operation of the PCP/Liability of the PCU**

a) The PCU is responsible for the technical operation of the PCU platform, but not for content published by pioneers, or to which reference is made in any way. The liability of the PCU and its vicarious agents shall be limited to criminal intent and gross negligence.

b) In the event of technical disruptions of the availability of the PCP, pioneers shall not be entitled



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to the reimbursement of any fees paid.

**Item 8: Choice of law/legal venue**

a) These terms and conditions of use and all questions, claims or disputes arising from or in connection therewith, in particular regarding their inception, period of validity and interpretation, shall be governed by Swiss law to the exclusion of any conflict of laws.

b) The exclusive legal venue shall be legal domicile of the PCU