Swiss Academic Ski-Club – Privacy Policy - Users

This Privacy Policy is edited by Swiss Academic Ski-Club, a legal entity having its registered office at Hügelstrasse 6, 8862 Schübelbach, Switzerland, (hereafter, the "**Club**").

The Club offers a platform (hereafter, the "**Platform**") to its users which have subscribed on the Platform and as such have a user account (hereafter, the "**Users**"). The Platform is available at the following url address www.sas-ski.ch

The Club uses a 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.

In this regard, as data controller, the Club is particularly aware and sensitive with regard to the respect of its Users privacy and personal data protection. The Club 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 Regulation EU 2016/679 regarding data protection dated April 27, 2016.

In order to do so, the Club has put in place an appropriate privacy policy which guarantees an optimal level of protection of its Users' data.

This privacy policy is intended for the Users of the Platform of the Club.

ARTICLE 1.   COLLECTED PERSONAL DATA

1.1 When subscribing on the Platform

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

- Name
- Surname
- E-mail
- Birthdate
- Gender
- Phone number
- Address

The User commits to only provide accurate, exhaustive, and regularly updated data regarding its identity, its content and any information in general. Under no circumstances shall the Club 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 date, it shall be informed that it cannot have access to the Platform.

1.2 During the use of the Platform

The User may validly publish, at its own initiative, any content on the Platform which shall be kept by the club.

The User commits not to publish any content which contains, including but not limited to, any remarks/images/pictures, contrary to application legislation and regulations, to public order and good morals, or affecting the rights of third parties, including but not limited to:
- Identity fraud of a third person;
- Remarks/publish pictures or images that are violent, defamatory, offensive, malicious, obscene, inciting to discrimination or hatred, racist, xenophobic, anti-Semitic, condoning or approving war crimes, inciting to committing a crime, offense, act of terrorism, or contrary to the security of minors;
- Counterfeiting the intellectual property rights of a third person;
- Commercial canvassing or elements that could be qualified as unfair competition.

In any event, Hivebrite shall not be liable for the content, accuracy, or up-to-date state of the information freely published by the User.

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 Club.

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

In the case of delivery of content on the Platform which is contravenes with the present privacy policy, applicable law or the rights of third parties, any person can inform the Club of the existence of such Content at the following address: webmaster@sas-ski.ch.

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

1.3 Cookie data

The Club 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 settings, is sent to its terminal when the User navigates on a website. 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 cookies that are sent to the User's terminal are detailed under Article 2 of the present privacy policy.

The purpose of the process of the data collected through the cookies and the settings of such processing is detailed under article 9 of the present privacy policy.

ARTICLE 2. THE PURPOSE OF THE DATA PROCESSING

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

Collected Data	Purpose of the processing
When subscribing on the Platform: - Name - Surname - E-Mail	• Access to the Platform; • Creation of a user account; • Access for the User to all functionalities of the Platform • Management of requests to access, amend, delete, limit and oppose.
When using the Platform: - Credit card information - Information for event subscription - Messages	• The use and feeding of the Platform; • *management of payments and contributions through the Platform – if applicable*; • Sending invitations for events organized by the Club or other Users, if the User has accepted to receive such invitations;
Cookies, trackers: • Add to calendar • Keep active session • The user/admin ID • User first connexion • Stripe #1, #2 – *if applicable* • Paypal, 13 cookies – *if applicable* • Identify the user session • Admin ID • User search • Google analytics #1, #2, #3. • Linkedin	• 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 Club 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.

ARTICLE 3. USER'S CONSENT TO THE COLLECTION OF DATA

The Club 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 privacy policy.

The Club 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.

ARTICLE 4.   LENGHT OF DATA RETENTION

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

Following the termination of said subscription, the data collected upon the subscription as well as the content published by the User on the Platform shall be deleted after a period of 1 year.

The Club informs the User that it uses a payment service provider called Stripe which offers full guarantees of security.

You can consult Stripe's privacy policy by clicking on the following link: https://stripe.com/en-ch/privacy

In accordance with application legislation, cookie data will be automatically deleted thirteen (13) 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 pursuant to Article 6 of the present privacy policy 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.

ARTICLE 5.   OBLIGATIONS OF THE CLUB

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

- Only collect the Users' data for the strict purpose as described under article 2 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 Club 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.

ARTICLE 6.   EXERCISE OF THE USERS' 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 webmaster@sas-ski.ch.

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.

ARTICLE 7.   HOSTING OF THE USERS' PERSONAL DATA

The personal data collected by the Club 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/	

ARTICLE 8. DATA BREACH

In case of breach of its systems, or theft, deletion, loss, alteration, disclosure, unauthorized access, or any other malicious act, the Club commits, in the event the said breach presents a serious risk regarding the rights and freedoms of the Users, to notify the Users, 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 Users shall be notified to the competent supervisory authority.

The User is duly informed that the Club 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.

ARTICLE 9. COOKIE MANAGEMENT CONFIGURATION AND OTHER DATA

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

In case of consent, the User's internet navigator shall automatically transmit to the Club the data collected and detailed under Article 1.2.

The User is informed that the cookies and trackers will be automatically deleted following a period of thirteen (13) 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 Club:

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 Club, 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 Club, non-configurable.
Data enabling the creation of User files; Mailing of commercial offers, advertisements or newsletters of the Club 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 Club by writing to the following address webmaster@sas-ski.ch and subject to providing a proof of identity.
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 Club by writing to the following address webmaster@sas-ski.ch 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 Club by writing to the following address webmaster@sas-ski.ch and subject to providing a proof of identity.

ARTICLE 10.   PERSONS AUTHORIZED TO ACCESS THE USERS' DATA

The data of the Users are accessible only to the persons duly authorized to do so by the Club 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 Users regarding their data (in particular the right to access, rectify, oppose, port and to be forgotten).

The Club 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 Club reserves its right to proceed with any modification of its privacy policy and commits to duly inform you if any such modification occurs.

Date of privacy policy: 5 October 2019.