

SWITCHfilesender Terms and Conditions of Use for End Users

These Terms and Conditions of Use govern the relationship between you (hereinafter referred to as “End Users”, “you” or “your”) and Switch (hereinafter referred to as “we”, “us” or “our”) in relation to your use of the Service.

Please read these Terms and Conditions of Use carefully before using the service.

1 Service

SWITCHfilesender (hereinafter the “Service”) enables you to share files (hereinafter “Content”) with other End Users or third parties.

To share your Content with others, you must upload it and provide us with the recipients' email addresses so that we can notify them via email. Alternatively, you can generate a download link and share it yourself.

Uploaded Content is stored on Switch's physical hardware in Swiss data centres for a limited period of time, after which the download option expires. At the end of that period, we will permanently delete the uploaded Content.

Switch does not back up the Content nor do we operate the Service redundantly. You should therefore always ensure that the Content uploaded is not the only copy of the Content in question.

Switch makes the Service available to you as a web-based application. The Service can be accessed at <https://filesender.switch.ch>.

The Service is normally available for use 24 hours a day, seven days a week. This availability is subject however to disruptions that result in an impairment of the Service. Support requests can be sent to the e-mail address filesender-support@switch.ch.

2 Licensing and (intellectual) property

Switch grants you a non-exclusive, personal, non-transferrable and non-sublicensable licence for the personal use of the software and Service hosted by Switch. All intellectual property rights in the software and the Service shall remain the sole property of Switch and/or its third-party service providers.

The Content you upload and share with other End Users or third parties through the Service belongs to you, i.e. you retain all intellectual property rights you have in your Content. When uploading or sharing Content, please ensure that you hold the necessary rights and that the Content is lawful.

3 Use

Any use of the Service is permitted as long as it does not infringe the rights of any third party or violate applicable law or these Terms and Conditions of Use.

You are not permitted to upload viruses or malicious code, use the Service to send spam, or do anything else that may prevent, overload, interfere with or impair the proper functioning, integrity, operation, or appearance of our Service and systems.

4 Measures in case of unauthorised use

In the event of unauthorised use, we will take measures. We will notify you - if possible - in advance, i.e. before taking any action, unless this would: (1) cause damage or liability to End Users, third parties or Switch, (2) violate the law or the order of any authority or agency, (3) jeopardise an investigation, (4) jeopardise the operation, integrity or security of our Service.

In particular, we may remove or block Content. Switch reserves the right to block your access to the Service or delete your user account if you are in breach of these Terms and Conditions of Use or if we are required to do so in order to comply with any legal requirement or court order.

5 Data protection and data security

5.1 Responsibility

Switch is responsible for the data processing described here. If you have data-protection concerns or would like to assert your rights as a data subject, you can contact us at the following address:

Switch, P.O. Box, 8021 Zurich

E-mail privacy@switch.ch.

5.2 Purpose of data processing

We process your personal data:

- to provide the Service;
- to identify, analyse, eliminate or prevent ICT security incidents and issues;
- to statistically evaluate anonymised data sets.

5.3 Categories of personal data

The following categories of personal data may be processed in connection with the Service:

- Authorisation data¹: Surname, first name, e-mail address, affiliation to an organisation, identifier
- Account information: Email address, identifier
- Content data: all Content, such as text, audio, video or image files, email address of the recipients, that is provided to Switch by End Users through the use of the Service
- Usage data: e.g. time of login, file name, file size, time of upload, time of download, error messages, settings, device information, IP address. Our web-based application uses cookies. You may refuse the use of cookies by selecting the appropriate settings in your browser.
- Support data: Surname, first name, email address, time, subject, problem description and content of the communication

5.4 Origin of the data

The personal data processed by SWITCH either originates directly from you or is provided to us by other End Users when using the Service.

5.5 Data transfer and data transmission abroad

Your data is held, stored, and processed exclusively on physical hardware of Switch in Swiss data centres. In the course of providing the Service, Switch may share personal data with the following categories of data recipients:

- IT service providers who support us in providing SWITCHfilesender
- Other End Users and third parties with whom you share your Content
- Swiss and foreign authorities, government offices and courts;

These recipients may be in Switzerland but they may also be located in any country worldwide. Not all of these countries offer data protection that is adequate from a Swiss perspective. In such a case, we ensure appropriate protection by means of sufficient contractual guarantees, e.g. by means of contractual clauses issued or recognised by the competent authorities (“Standard Contractual Clauses”), unless the transfer is necessary in the individual case based on consent, for the performance of a contract, for the establishment, exercise or enforcement of legal claims, for overriding public interests or for your protection. You can obtain a copy of the contractual warranties at any time (via the contact specified in Section 5.1).

¹ Use of the Service requires authentication by a SWITCH edu-ID participant and requires that the identity provider of the SWITCH edu-ID participant provide the specified attributes for authorisation. Authorised End Users may use vouchers to invite guests to use the Service.

5.6 Retention period

We will process your data for as long as this is necessary for the processing purposes, legal retention periods and our legitimate interests, such as documentation, evidentiary purposes or IT security.

5.7 Data security

We use appropriate technical and organisational security measures in order to protect your personal data stored with us against manipulation, full or partial loss and unauthorised third-party access. Our security measures are continuously being improved in line with technological developments.

6 Liability

Switch shall be liable for direct damage caused by grossly negligent or wilful breach of contract unless Switch proves that it is not at fault. Liability for ordinary and moderate negligence, including as regards the activities of auxiliaries, as well as for indirect losses, consequential losses, unrealised savings and lost profits or data loss, is excluded to the extent permitted by law.

Any non-contractual liability of Switch is excluded to the extent permitted by law.

7 Further development, enhancement and updating

As part of the ongoing development of our Service, we make changes, such as adding or removing features and functions and increasing or decreasing restrictions on use. Under certain circumstances, we may also discontinue our Service.

8 Amendments

Switch reserves the right to change or adapt these Terms and Conditions of use at any time. End Users shall be appropriately informed of changes, e.g. by e-mail or a note when logging in.

9 Applicable law and jurisdiction

These Terms and Conditions of Use shall be governed exclusively by Swiss law, excluding private international law and the Vienna Convention on Contracts for the International Sale of Goods (CISG).

Exclusive jurisdiction for disputes is vested in the courts of Zurich. The foregoing is without prejudice to mandatory rules governing jurisdiction.