



SWITCH, Werdstrasse 2, P.O. Box, CH-8021 Zürich  
[www.switch.ch](http://www.switch.ch)

# **Service Description**

# **SWITCHdrive**

**Version 1.1**

Valid from 1. March 2015

## 1. Definitions

<b>Extended SWITCH Community</b>	Organisations that work together closely with the SWITCH Community, in particular university policy bodies, academies, funding institutions, libraries, hospitals, private research institutes and schools in the tertiary education sector that do not belong to the SWITCH Community as defined below.
<b>Files</b>	Digital content (text documents, spreadsheets, presentations, images, videos etc.) that is stored by Users on the Service.
<b>Organisation</b>	An organisation within the SWITCH Community or the Extended SWITCH Community.
<b>Product</b>	SWITCHdrive is based on the software ownCloud Enterprise Edition.
<b>Service</b>	SWITCHdrive is a web service with client applications on different platforms and devices that allows Users to upload and store Files, as well as to share Files between different Users and devices. The Service can be found under <a href="https://drive.switch.ch">https://drive.switch.ch</a> .
<b>SWITCHaai (AAI)</b>	SWITCH's Authentication and Authorisation Infrastructure. A SWITCH service for single sign-on (SSO) web access.
<b>SWITCH Community</b>	The Organisations linked to SWITCH from the education and research field (in accordance with the Appendix to the Service Regulations for Services by SWITCH version 1.1 of 19 November 2009 or any later version as amended).
<b>Tariff</b>	For Organisations within the SWITCH Community, the periodically updated tariff for purchases of SWITCH services applies.

<b>Users</b>	The Service's Users are divided into two categories: <ul style="list-style-type: none"><li>• Users belonging to an Organisation: all Users belonging to an Organisation within the SWITCH Community or the Extended SWITCH Community, in particular employees, researchers, lecturers and students who use the Service. Organisations themselves also count as Users in this category.</li><li>• All other Users.</li></ul>
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## 2. Purpose

The Service is accessible over the Internet and enables Users to synchronise Files with different devices and share Files with other Users. With its servers located exclusively in Switzerland, the Service is intended to be an alternative to certain file-sharing services that have their servers in foreign countries.

## 3. How it works

### 3.1. Setup and access

The Service is enabled for an Organisation's Users when the Organisation subscribes to it. Only Users belonging to an Organisation can become registered Users of the Service. In order to register, a User initially uses his or her SWITCHaai (AAI) login and creates a specific user account for the Service. When a User registers, his or her e-mail address serves as the user name. From then on, the registered User can access the Service using the credentials of that specific user account. Registered Users have full access to the functionality offered by the Service. For example, they can upload a File to a folder in the Service and, by sending a link to the folder, they can invite any third party (registered or non-registered Users) to download or change the content of the folder. An autocomplete functions suggests the e-mail addresses of possible invitees (registered Users only) across all Organisations.

Non-registered Users can access the Service based on an invitation or link they receive. It is important to know that non-registered Users may be Users who do not belong to the SWITCH Community or the Extended SWITCH Community or have no SWITCHaai (AAI) authentication. The functionality non-registered Users are allowed to use within the Service may be limited according to the scope of the invitation or link they received and by the settings the registered User chose within the Service before sending the invitation or link.



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Before uploading Files, Users should consider that non-registered Users may also pass on invitations or links they receive to any third party.

### **3.2. User administration and billing**

Users register for the Service themselves, provided the Organisation to which they belong has subscribed to the Service. When a User leaves the Organisation, the Organisation removes the User's SWITCHaai-enabled account from the Organisation's user directory. This also entails the withdrawal of the User's permission to use the Service as a registered User. SWITCH periodically deletes the accounts of the Users whose permission to use the Service as registered Users has been withdrawn.

SWITCH reports the general usage of the Service to the Organisation and charges the Organisation with costs according to the Tariff (SWITCH Community) or the individual service agreement (Extended SWITCH Community).

### **3.3. Data location**

The servers on which Users' data are stored in the Service are located in Switzerland, within the SWITCH infrastructure. From the networks of Organisations connected to SWITCHlan, the servers can be accessed directly via SWITCHlan, also located in Switzerland. In other cases, the Service can be accessed over the public Internet.

### **3.4. Storage capacity and backups**

The maximum storage capacity available per User is displayed in the user interface of the Service.

SWITCH does not create any backups of Files. Users are responsible for creating backups of the Files they use and for saving them in a suitable place and in a suitable form (see section 4.6).

### **3.5. Support**

Users can find an FAQ and online documentation as well as an online form to submit questions on the Service's website. Questions submitted will be answered by SWITCH. The Service's support website also lists the contact details of the Organisations' IT services for any institution-specific questions.

## 4. Legal terms and conditions of use

### 4.1. Applicable terms and conditions

The provisions of the following documents in their most recent version are applicable to the use of SWITCHdrive:

- **For Users belonging to an Organisation in the SWITCH Community: the [Service Regulations for Services by SWITCH](#)**
- **For all other Users: [the General Terms and Conditions for Services of SWITCH](#)**
- **For all Users: this SWITCHdrive Service Description**

In the event of conflicting statements, this SWITCHdrive Service Description takes precedence over the provisions of the other two documents listed above.

SWITCH reserves the right to amend this Service Description at any time. Organisations and Users will be notified of any amendment in an appropriate way.

### 4.2. Admissible use

The Service may be used to upload, synchronise, edit, download and share Files. It may be used by members of the Organisations in the SWITCH Community or the Extended SWITCH Community and also by Users who receive invitations or links to access the Service from members of an Organisation or other Users as described in section 3.1.

Any use of the Service is only admissible insofar as it does not violate this Service Description, the law or third parties' rights.

It is the User's responsibility to decide which Files to upload, synchronise, edit, download or share using the Service.

### 4.3. Responsibility of Users to ensure that Files and their use comply with the law, copyright and other proprietary rights

It is not admissible to use the Service in any way that may violate this SWITCHdrive Service Description, the law or third parties' rights (e.g. copyright or privacy rights).

Users and their Organisations bear sole responsibility for their conduct, their use of the Service and the Files they upload to the Service. Where necessary, the User must obtain the rights and permissions of third parties before uploading Files to the Service or otherwise using them. Users are not allowed to upload spyware or other malware to the Service.



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Third parties who gain access to Files can do many things with them (for example, copy Files, edit them, share them with third parties, publish them etc.). Due to the nature of the Service, it is not a platform for synchronising and sharing confidential data, patient data, human resources files or other sensitive data.

SWITCH accepts no responsibility for these or any other activities on the part of Users.

#### **4.4. Improper use of the Service**

Improper use of the Service is governed by sections 4.2, 4.3, 4.4, 4.5 and 4.10 of this Service Description, section 3.1 of the Service Regulations for Services by SWITCH and section 3.1 of the General Terms and Conditions for Services of SWITCH.

If there is any reasonable suspicion that the Service is being used unlawfully or in breach of regulations within the meaning of this section 4.4, SWITCH reserves the right to delete the Files in question immediately (for example, pirate copies, unlawful content), without notifying the Users or Organisations affected beforehand, and/or to interrupt or cut off the Users' access to the Files and to the Service. The Users or Organisations affected are not entitled to assert any claims for compensation in such cases.

Furthermore, in any case of improper use of the Service, SWITCH reserves the right to cooperate with the relevant state authorities where this is required by the law or where it seems necessary and, within this scope, will pass on all the information required to prosecute the unlawful actions.

Users and their Organisations must undertake to support SWITCH in investigating incidents of unauthorised use, criminal offences and other claims.

The liability of Users and Organisations is set out in section 4.10.

#### **4.5. Notification of improper Files or use**

Users who spot any unlawful or infringing Files within the Service are requested to inform SWITCH using a web form on the Service's support pages<sup>1</sup>, giving at least the following information: a) the name and address of the User contacting SWITCH, b) an explanation as to how he or she is affected by the File, c) a URL or link to the unlawful or infringing File, d) an exact description of the unlawful or infringing part of the File and e) an explanation as to how the File is unlawful or infringing. SWITCH may take action based on such notifications, but it is not obliged to do so.

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<sup>1</sup> <https://help.switch.ch/drive/>

<sup>2</sup> <https://portal.switch.ch> (Services / SWITCHdrive)

## 4.6. Passwords and backup

Users are responsible for protecting the passwords they use for the Service and must undertake to make them inaccessible to third parties and not to disclose them to any third parties. Users are responsible for any activity that takes place through their account or using their password.

SWITCH does not create any backups of Files. Users are responsible for creating backups of the Files they use and for saving them in a suitable place and in a suitable form.

## 4.7. Data protection

### 4.7.1. Storage and processing of personal data by Users

Users must determine the scope of permitted processing of personal data contained in their Files together with those concerned, e.g. for an authorisation to make Files containing personal data accessible to third parties. Organisations are responsible for requiring their Users to comply with the terms and conditions applicable to processing personal data.

### 4.7.2. Processing of personal data by SWITCH

With regard to Users belonging to an Organisation in the SWITCH Community, SWITCH is required to process personal data in accordance with section 10 of the Service Regulations for Services by SWITCH. With regard to all other Users, SWITCH is required to process personal data in accordance with section 10 of the General Terms and Conditions for Services of SWITCH.

SWITCH logs details of access to the Service by Users (e.g. IP address, date and time of access) in order to run, maintain and improve the Service. The number of user accounts and volume of data stored per Organisation are evaluated for accounting purposes.

Registered Users' e-mail addresses are visible to other registered Users using the Service across all Organisations when they search for possible invitees with the autocomplete function.

### 4.7.3. Access to Files for the Organisation

In principle, the Organisation does not have access to Files uploaded, stored or shared by Users using the Service. In exceptional cases, however, SWITCH can give the Organisation access to individual Files if the Organisation can prove that this is necessary and that the User cannot be contacted or has refused to give consent. The Organisation must ask SWITCH for the appropriate form for this purpose<sup>2</sup>, complete the form and return it to SWITCH.

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<sup>2</sup> <https://portal.switch.ch> (Services / SWITCHdrive)



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#### **4.8. Warranty and security**

The warranty provisions as set out in section 7.1 of the Service Regulations for Services by SWITCH apply to Users belonging to an Organisation in the SWITCH Community. For all other Users, the warranty provisions in section 7.1 of the General Terms and Conditions for Services of SWITCH apply.

These warranty provisions are hereby amended and supplemented as follows:  
SWITCH warrants that data are stored in its data centre in Switzerland. SWITCH does not warrant a specific security level or a specific level of availability.

#### **4.9. Liability of SWITCH**

SWITCH's liability restrictions and waivers as per section 7.2 of the Service Regulations for Services by SWITCH apply to Users belonging to an Organisation in the SWITCH Community. For all other Users SWITCH's liability restrictions and waivers as per section 7.2 of the General Terms and Conditions for Services of SWITCH apply.

#### **4.10. Liability of Organisations and Users for improper use**

Organisations and Users are jointly and severally liable towards SWITCH to the extent provided for by law for damages incurred by SWITCH as a result of improper use of the Service as well as for other indirect damages.

Every User and the Organisation to which he or she belongs must contest claims made by third parties against SWITCH regarding infringements of copyright or other intellectual property rights and/or the applicable legal provisions on data protection in connection with the User's Files at their own expense when first requested to do so by SWITCH. The User and the Organisation to which he or she belongs are jointly and severally liable for any costs, licence fees and/or compensation payments imposed on SWITCH in court or out of court, provided that SWITCH informed them in writing of the claim in question and authorised them to conduct and settle legal proceedings in accordance with the applicable procedural law, in particular by means of a court settlement or an out-of-court settlement.