

Service Description

SWITCHtube

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Note: This template exists in several languages. In case of contradictions, the German version takes precedence over the other language versions.

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1 Definitions

<p>End Users</p>	<p>In this document, End Users are members of an Organisation or Contracting Party (including but not limited to employees, researchers, lecturers, staff members and students) who use a SWITCH service directly or indirectly through an Organisation or Contracting Party.</p>
<p>Extended SWITCH Community</p>	<p>Organisations that are closely related to the SWITCH Community, including but not limited to university policy organisations, academies, funding institutions, libraries and hospitals, as well as private research facilities and schools in the tertiary sector that are not part of the SWITCH Community.</p>
<p>Organisation</p>	<p>An organisation within the SWITCH Community or the Extended SWITCH Community.</p>
<p>SWITCH Community</p>	<p>The Organisations in the field of education and research that are affiliated with SWITCH (in accordance with the Appendix to the Regulations on the Purchase of SWITCH Services, as amended from time to time).</p>
<p>Scale of Charges</p>	<p>Periodically adjusted schedule that applies to Organisations in the SWITCH Community for the purpose of purchasing SWITCH services.</p>
<p>Contracting Party</p>	<p>The person who has concluded a contract with SWITCH for the service but is not an Organisation as defined above.</p>

2 Overview and Purpose

SWITCHtube (<https://tube.switch.ch/>) is an advert-free web service that enables videos to be uploaded, published and made available. In addition, SWITCHtube offers the following functions for the Organisations / Contracting Parties:

- Access permissions (which groups or persons can use which features with which videos)
- Video management (watch, upload and share videos and add attach additional documents to them)

3 Functionality and Components of the Service

3.1 Features of SWITCHtube

SWITCHtube offers the following to the End User:

- Uploading videos and distributing videos to End Users (via web interface)
- Limiting the visibility of videos from public to individual End Users
- Attaching additional material (.pdf, .doc, etc.) to individual videos
- Monitored uploading of videos by students (student staff, academic staff)
- Direct embedding of videos (via embed code) into websites
- Backing up original video files (retaining the uploaded original file)

All possible video recording devices (e.g. smartphone, tablet, video camera, software for PC/Mac/Linux, etc.) are generally suitable as recording devices for SWITCHtube.

3.2 Authorisations and Access Protection

The following access options may be selected for consumption:

- Public, all internet users
- Public, all internet users, provided they have the link to the recording. Videos cannot be searched for or found via search engines.
- All End Users (SWITCHaai/SWITCH edu-ID user account required)
- All End Users of the same organisation as the person who uploaded the video (SWITCHaai/SWITCH edu-ID user account required)
- All End Users on a predefined list. (SWITCHaai/SWITCH edu-ID user account required)

3.3 Consumption

End Users may both stream and download the videos, depending on whether both features are enabled.

At the time of download, the video is downloaded from the SWITCHtube servers in order to then consume this video on a computer or video-capable multimedia player regardless of time and location. The file is provided as an MP4 file.

The stream can only be viewed via an Internet connection in a browser (Firefox, Chrome, Safari, Opera, Edge, etc.).

4 Contact Information

Support requests or specific enquiries regarding the service may be made at any time via the e-mail address tube-support@switch.ch.

Any legal questions concerning the service may be addressed to legalteam@switch.ch.

Requests to assert the rights of data subjects under the Data Protection Act must be addressed to privacy@switch.ch.

5 Service Level / Support Services

Operating time	The service is generally available for use 24 hours a day, 7 days a week except in case of disruptions that adversely affect the service.
Maintenance windows	SWITCH generally performs maintenance work outside normal office hours. If such work will cause interruptions or restrictions of service quality, SWITCH will inform the affected customers via email at least 14 days in advance. Maintenance work shall, as far as possible, take account of important customer events (exam days/periods according to the academic calendar).
Availability	SWITCH strives for 99.5% availability of the service, less the time required for maintenance and repairs and taking support times into account.
Support times	During its normal business hours, SWITCH undertakes to initiate or execute, as applicable, measures to remedy service disruptions and malfunctions.
Response times	SWITCH undertakes to respond to customer complaints no later than the next working day, within its support times.
Repair times	SWITCH undertakes to correct errors within a reasonable period of time.

Restoration SWITCH undertakes to restore the service within a reasonable time in the event of an outage.

Normal office hours are set out in the Service Regulations or in the General Terms and Conditions for Services of SWITCH, as amended from time to time. Depending on the urgency of the matter, SWITCH may also, at its own discretion, take measures to maintain good service quality outside of these periods.

6 Usage Data Collection

SWITCH collects data on the use of the service by the End Users, the Organisation or the Contracting Party. Where possible, this is done on a per-Organisation / Contracting Party basis. SWITCH provides the Organisations / Contracting Parties with anonymous statistics on the use of SWITCHtube.

7 Instructions for Organisations / Contracting Parties

The Organisation / Contracting Party undertakes to nominate a person to assume the role of administrator for the Organisation / Contracting Party.

SWITCH stores the data redundantly on several separate servers but does not create backups of the content. It is the responsibility of the Organisations / Contracting Parties to create backups of the content they use and to store it in a suitable location and form.

Invoices are issued to the Organisation / Contracting Party to which the End Users belong who created the channel (thematically related videos from a lecture series, an event or conference, etc.).

7.1 Instructions for Admins

The administrator role determines the access permissions and thus who is allowed to upload, edit, delete and/or view which videos. This administrator role also determines who is allowed to create and manage channels.

7.2 Instructions for End Users

All End Users require a SWITCHaai and/or SWITCH edu-ID user account.

8 Legal Terms of Use

8.1 Applicable Provisions

The following provisions, as amended from time to time, shall apply to the use of the service by Organisations, Contracting Parties and End Users:

- For Organisations in the SWITCH Community and for End Users who are members of an Organisation in the SWITCH Community:
 - the [Regulations on the Purchase of SWITCH Services](#) (hereinafter: Regulations);
 - the Scale of Charges in effect from time to time

In case of discrepancies, this Service Description shall take precedence over the Scale of Charges, which in turn shall take precedence over the Regulations.

- For Organisations in the Extended SWITCH Community, for End Users who are members of an Organisation in the Extended SWITCH Community, for Contracting Parties and for End Users who are members of a Contracting Party:
 - the [General Terms and Conditions for the Purchase of SWITCH Services](#) (hereinafter: General Terms and Conditions)
 - the Service Agreement

In case of discrepancies, this Service Description shall take precedence over the Service Agreement, which in turn shall take precedence over the General Terms and Conditions.

SWITCH may modify this Service Description at any time. Any modification of the Service Description shall be duly reported to the Organisations, the Contracting Parties and the End Users and, barring objection, shall take effect within 30 days after the date of notice of the modification.

Any objection shall result in termination of the contract.

8.2 Copyright and other Intellectual Property Rights

All End Users and the Organisation / Contracting Party of which they are members must defend at their own cost any third party claims against SWITCH alleging infringement of copyrights or other intellectual property rights and/or any other applicable laws in connection with files processed in relation to the service by the End Users / Organisations / Contracting Parties, if so requested by SWITCH.

End Users and the Organisation / Contracting Party of which they are members shall be jointly and severally liable for all costs, licence fees and/or compensation payments imposed on SWITCH by court order or under the terms of an out-of-court settlement, provided that they were informed by SWITCH in writing concerning the claim in question and were authorised by SWITCH to conduct and resolve such litigation in accordance with applicable procedural law, including by means of an in-court or out-of-court settlement.

8.3 Data Protection and Data Security

8.3.1 Data Processing by SWITCH

In terms of processing personal data, SWITCH shall abide by the Regulations or the General Terms and Conditions, as applicable and as amended from time to time.

For the purposes of this data processing, the Organisations / Contract Parties are deemed to be the **Controllers** and SWITCH is deemed to be the **Processor**. The End Users shall be deemed to be **data subjects**. This Service Description sets out the information

- that must be disclosed to the data subjects (duty to provide information),
- that controllers must include in their record of processing activities (documentation obligation) and
- that data controllers need in order to guarantee the rights of data subjects.

In addition, the Service Description, together with the information contained in the Service Regulations or the General Terms and Conditions, as applicable, contains all information that must be included in a data processing agreement pursuant to the applicable data protection laws.

8.3.2 Purposes of Data Processing

SWITCH processes personal data mainly in order to provide the SWITCHtube service and to comply with its statutory obligations.

In addition, SWITCH also processes personal data of Organisations, Contracting Parties and End Users, in line with applicable law and where appropriate, for the following purposes, in which we (and sometimes third parties) have a legitimate interest corresponding to the above purposes:

- Offering and further developing our offers, services and websites, apps and other platforms on which SWITCH is represented;
- Communication with third parties and processing of their inquiries (e.g. applications, media inquiries);
- Examining and optimising processes for analysing needs for the purpose of directly addressing customers as well as collecting personal data from publicly available sources for the purpose of acquiring customers;
- Advertising and marketing (including organising events), provided that you have not objected to the use of your data for this purpose (if you are part of our existing customer base and receive advertising from us, you may object at any time and we will place you on a blacklist against further advertising mailings);
- Market and opinion research, media surveillance;
- Assertion of legal claims and defending against claims in connection with legal disputes and regulatory proceedings;
- Prevention and investigation of criminal offences and other misconduct (e.g., conducting internal investigations, data analysis to combat fraud);

- Ensuring our operation, including our IT, our websites, apps and other platforms;
- Other measures for IT, building and system security and the protection of our employees and other persons and assets owned or entrusted to us (such as access controls, visitors logs, network and email scanners, telephone recordings);
- Processing of personal data for the detection, analysis, elimination or prevention of ICT security incidents.

In addition, SWITCH generates anonymous statistics for the Organisations and Contracting Parties. The foregoing shall be without prejudice to cases of abuse.

8.3.3 Categories of Data Subjects

Data subjects are End Users as defined in Section 1 above.

8.3.4 Categories of Personal Data

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

- Last name, first name;
- Employer or associated Organisation / Contracting Party,
- Language, identifiers,
- Training and development,
- Login data (login name), server logs, IP addresses,
- Any content data that End Users share when using the service.

8.3.5 Data Location and Origin

Subject to the statements in sections 8.3.6 and 8.3.7, data is held, stored and processed exclusively on physical hardware of SWITCH in Swiss data centres (Zurich and Lausanne).

The personal data processed by SWITCH originate either directly from the data subject who registers as an End User for the use of a SWITCH service and enters personal data in the process, or from the Organisation or Contracting Party of which the data subject is a member. If the login to use a SWITCH service is made, e.g., by means of a SWITCH edu-ID, the origin of the data is based on this service.

8.3.6 Recipients or Categories of Recipients of Personal Data

SWITCH may disclose personal data to the following categories of recipients:

- Subcontractors (contract data processing),
- Authorities,
- Customers,
- Suppliers and other business partners,
- Third countries in the context of mutual assistance proceedings and CERT cooperation.

8.3.7 Subcontractors

The following subcontractors are currently engaged in connection with the provision of the service:

Company name	Purpose of data processing:	Location of data processing	If non-secure third country: Warranty
Fingertips B.V.	2 nd & 3 rd Level Support	Solebaystraat 74-3 1055 ZT Amsterdam The Netherlands	-

The subcontractors listed above shall be deemed approved upon use of the service by the Organisation or Contracting Party. SWITCH may engage further subcontractors. Before SWITCH engages a new subcontractor, SWITCH shall inform the Organisation or Contracting Party. The Organisation or Contracting Party has the right to object in writing to the engagement of a subcontractor. If the Organisation / Contracting Party does not agree with a subcontractor, it shall be entitled to terminate the contract without notice.

SWITCH concludes contracts with all subcontractors that guarantee a level of data protection equivalent to the present Service Description and the Service Regulations or the GTC.

8.3.8 Duration of Data Processing

SWITCH will process personal data in connection with the SWITCHtube service for as long as this is necessary for the purposes of the processing. In addition, statutory retention and documentation obligations apply.

Unless the Organisation / Contracting Party agrees otherwise in a binding written agreement with SWITCH, personal data will be stored as follows:

- Service content data: Content data will be stored for as long as the Organisation / Contracting Party uses the service. If use of the service is discontinued, the content data will be deleted within 180 days or after the actual migration, but at the latest after 360 days.
- Log data: 1 year;
- Master data of End Users (personal data required in order to use their accounts): 30 days after cancellation of the User's account.

As an exception and on a case-by-case basis, certain data may also be retained for as long as legal claims can be asserted against SWITCH. Such extended storage will only take place if SWITCH anticipates that the relevant data could be required for evidentiary or documentation purposes.

8.3.9 Rights of Data Subjects

Data subjects may have the following rights vis-à-vis the Organisation or Contracting Party of which they are members as Controllers under data protection law, depending on the applicable data protection law:

- Right of access,
- Right of rectification,
- Right to erasure,
- Right to restrict processing,
- Right to object to the processing,
- Right to data portability.

In order to exercise these rights, data subjects must contact the responsible Organisation or the Contracting Party, as the case may be. If SWITCH receives such enquiries, it will forward them to the Organisation / Contracting Party.

8.3.10 Access to Employee Data

When data are transferred to SWITCH for processing, occasions may arise where, for operational reasons, an Organisation / Contracting Party requires access to data that was stored on its behalf by an employee who cannot be reached.

In any case, the Organisation / Contracting Party must provide detailed and verifiable evidence that it is entitled to access the relevant data. If such evidence is not clear and unambiguous, or if any unacceptable liability risk remains for SWITCH for any other reason, SWITCH may refuse such access.

8.3.11 Data Security

SWITCH shall use appropriate technical and organisational measures to protect the personal data against accidental or unlawful erasure, loss, destruction or alteration or unauthorised disclosure or access. To protect the personal data, SWITCH shall take measures including but not limited to the following:

SWITCH may amend these measures at any time without prior notice, as long as a comparable or higher security level is maintained. This may mean replacing individual measures with new ones that serve the same purpose without reducing the security level.

SWITCH shall periodically review and optimise the effectiveness of the measures utilised. The measures shall be examined by way of internal IT security reviews.

8.3.11.1 Control of Users and User Access

Data processing systems utilised to provide the services are protected against unauthorised use:

- Access to sensitive systems, including systems for storing and processing personal data, is granted via several authorisation levels. Appropriate processes ensure that the authorised persons have the appropriate authorisation to add, delete or change users.

- All users must access the systems with a unique ID (user ID).
- SWITCH has established procedures to ensure that requested changes to authorisations are only implemented in accordance with SWITCH's internal policies. If a user leaves the company, their access rights are revoked and access is blocked.
- SWITCH has established a password policy that prohibits the disclosure of passwords, determines the procedure to follow if a password is disclosed and for changing default passwords. For authentication, personalised user IDs are assigned. All passwords must meet certain minimum requirements and are stored in encrypted form. Every computer has a password-protected screensaver.
- The company network is protected from the public network by firewalls.
- Security patch management ensures that security updates are applied regularly.

8.3.11.2 Physical Access Control

Physical access to facilities, buildings and premises containing data processing systems that process or use personal data is denied to unauthorised persons:

- In general, buildings are secured by access control systems.
- As a minimum requirement, the external entrances to a building must be equipped with a locking system, including modern, active key management.
- Access rights are granted to authorised persons on an individual basis in accordance with SWITCH's internal guidelines on system and data access control. This also applies to visitor access.

8.3.11.3 Data Carrier and Storage Control

Persons authorised to use data processing systems shall only be granted access to the personal data to which they have access rights. Personal data may not be read, copied, altered or removed without authorisation during processing, use or storage:

- As part of the SWITCH ISMS concept, personal data require at least the same protection as "confidential" information as defined in the Directive "Processing and Classification of Business Data".
- Access to personal, confidential or sensitive information is only granted where necessary ("need-to-know" principle). In other words, employees or service companies are only granted access to the information they need to perform their work. SWITCH uses an authorisation concept that documents how authorisations are assigned and which authorisations are assigned to whom. All personal, confidential and other sensitive data are protected in accordance with SWITCH's security guidelines and standards.
- All servers are operated in data centres. The security measures to protect the applications for processing personal, confidential and other sensitive data are reviewed on a regular basis.
- The directive "Erasure and Disposal of Electronic Data Carriers" governs the manner in which data and data carriers are to be erased or destroyed when they are no longer needed.

8.3.11.4 Transport Control

Transport control ensures that personal data cannot be read, copied, altered or removed without authorisation during transmission or storage, except as necessary for the provision of the services under the service agreement.

For the transfer of data between SWITCH and the Organisations, Contracting Parties and End Users, the personal data to be transferred are secured by state-of-the-art encryption techniques. In any event, the Organisation, Contracting Party or End Customer assumes responsibility for the data transfer as soon as it takes place outside the systems controlled by SWITCH.

8.3.11.5 Entry and Disclosure Control

It shall be possible to subsequently investigate and establish whether and by whom personal data have been collected, modified or removed from SWITCH's data processing systems:

- SWITCH shall only allow authorised persons to access personal data as part of their work assignment.
- Within its products and services, SWITCH has implemented a logging system for recording, amending and deleting or blocking personal data by SWITCH or its subcontractors/business partners to the greatest extent possible.
- The Organisation / Contracting Party is responsible for the proper handling and amendment of the processed data.

8.3.11.6 Availability and Restoration

Personal data shall be protected against accidental or unauthorised destruction or loss:

- SWITCH has backup processes and other measures in place to restore the availability of data as required in accordance with the SLA.
- SWITCH uses uninterrupted power supplies (UPS, batteries, generators, etc.) to ensure the power supply for the data centres.

8.3.11.7 Reliability

Malfunctions are detected on data processing systems and evaluated centrally. Based on the evaluation, alerts are given in various forms:

- SWITCH operates a central monitoring system for all services.
- SWITCHtube is integrated into the monitoring and individual threshold values have been defined. If thresholds are exceeded, the relevant operational teams are informed.

8.3.11.8 Data Integrity

Personal data shall remain intact, complete and up-to-date during processing activities.

SWITCH has implemented a multi-layered security strategy to protect against unauthorised changes.

Specifically, SWITCH uses the following means to implement the above sections on controls and measures. In particular, these are:

- Firewalls
- Anti-virus software
- Creating backups and restoring data

8.4 Acceptable Use of the Service

Any use of the service is acceptable only insofar as it does not result in an infringement of these terms of use, the rights of third parties or any applicable laws.

8.5 Unacceptable Use of the Service

Any unauthorised use of the service is subject to the provisions of the Regulations or the General Terms and Conditions, as applicable and as amended from time to time.

The Organisations / Contracting Parties of which the infringing End Users of the service are members may be held responsible or fully liable, as the case may be, together with the End Users, for all losses incurred by SWITCH or any third party as a result of the unauthorised use of the service by its End Users.

Upon first request by SWITCH, the Organisation or Contracting Party of which the infringing person is a member shall defend SWITCH, and its own expense, against any third-party claims made against SWITCH in connection with the improper use of the service. The Organisation or Contracting Party of which the infringing person is a member shall jointly and severally assume the costs, licence fees and/or compensation obligations imposed on SWITCH by court order or settlement, provided that SWITCH has informed the affected Organisation or Contracting Party in writing of the claim brought and has authorised it, in accordance with the applicable procedural law, to conduct and settle the legal dispute, including by means of an in-court or out-of-court settlement.

SWITCH reserves the right, in the event of a reasonable suspicion that the service has been used in a manner contrary to law or the contract, to immediately delete the content in question and/or to temporarily block or permanently exclude the registered End Users concerned, without prior notification to the affected End Users or Organisations / Contracting Party and without the respective End Users or Organisation / Contracting Party being entitled to any claims for compensation on account thereof.

Furthermore, to ensure orderly operation, SWITCH may require registered End Users to delete their content immediately at any time, even if there is no suspicion of unauthorised use.

End Users and their Organisations / Contracting Parties are obligated to support SWITCH in investigating incidents of unauthorised use, the elements constituting the crime, and other loss events.

SWITCH furthermore reserves the right, in all cases where SWITCH is required by law or otherwise deems it appropriate to do so, to collaborate with the responsible government authorities and to provide them with all information necessary to prosecute the legal offences in question.

8.6 Warranty

SWITCH's warranty is subject to the provisions of the Regulations or the General Terms and Conditions, as applicable and as amended from time to time, in connection with the service level warranted in section 5.

8.7 Liability

SWITCH's liability to the Organisations in the SWITCH Community shall be governed by the provisions of the Regulations, as amended from time to time. SWITCH shall not be liable in any way for the lawful use of the service.

SWITCH's liability to the Organisations in the Extended SWITCH Community and to the Contracting Parties shall be governed by the provisions of the General Terms and Conditions, as amended from time to time. SWITCH shall not be liable in any way for the lawful use of the service.

SWITCH's liability to End Users and third parties who use its service other than under contract with SWITCH but with the consent of the Organisation or the Contracting Parties is hereby waived except where prohibited by law.

The Organisations, Contracting Parties and End Users shall be jointly and severally liable to SWITCH to the extent permitted by law for losses incurred by SWITCH as a result of the unauthorised use of the Service, as well as for other indirect losses.