

1	Subject matter	2
2	Conclusion and extension.....	2
3	Services and responsibility of Swissmedic	2
	3.1 Services of Swissmedic.....	2
	3.2 Responsibility of Swissmedic.....	2
4	Obligations and responsibility of the eGov party.....	2
	4.1 Obligations of the eGov party	2
	4.2 Responsibility of the eGov party	3
5	Exclusion from use	3
	5.1 Blocking at the request of the eGov party.....	3
	5.2 Blocking by Swissmedic	3
6	Contract termination.....	3
7	Validity and modifications to the terms of use	3
8	Data protection and archiving.....	3
9	Jurisdiction and applicable law	3

Terminology

The following definitions apply:

Swissmedic	Swiss Agency for Therapeutic Products, Hallerstrasse 7, CH-3000 Bern 9
eGov services	All electronic services offered by Swissmedic within the navigation structure and visual framework of the eGov system in question, including access-protected electronic services provided on the swissmedic.ch domain that are directly linked to the respective eGov system.
Basic contract	Contract containing all the general and basic provisions governing the use of the eGov services.
Contract module	Extension of the basic contract that governs the use of a particular eGov service. This extension sets out the provisions that apply specifically to the eGov service in question.
General Terms of Use	Terms of use for the basic contract, i.e. general and basic conditions governing the use of all Swissmedic eGov services.
Special Terms of Use	Terms of use for contract modules; i.e. special conditions governing the use of a specific eGov service.
eGov party	Contracting party of Swissmedic in a basic contract (and in one or more contract modules), including the natural persons working for a contracting party who use the eGov services of Swissmedic on behalf of the contracting party.
eGov party with own account management	eGov party which, by means of a maximum of two account administrators, designates additional individuals who are can be authorised to use the respective eGov service on behalf of the eGov party.
Account administrators	Individuals designated by the eGov party who are in turn able to designate additional individuals, authorise them to use specific eGov systems or eGov services and manage their accounts on behalf of the company. A maximum of two account administrators can be appointed per company.
Account	Access authorisation for an access-restricted eGov service or the underlying system. The eGov party must use the appropriate credentials to authenticate itself during log-in.
Credentials	The eGov party must authenticate itself during log-in using the appropriate credentials, i.e. log-in ID, personal password, SMS codes or other criteria used to authenticate the eGov party during log-in.

1. Subject matter

These General Terms of Use set out the general legal framework for using Swissmedic eGov services. They apply to eGov parties with their own account management. Use of specific eGov services is also subject to the Special Terms of Use for the services in question.

In the event of a discrepancy between the basic contract and the contract modules and the corresponding terms of use, the basic contract and these General Terms of Use take precedence. In the event of discrepancies between the various language versions, the German version is definitive in each case.

2. Conclusion and extension

Where eGov services enable the eGov party to manage additional accounts itself, registration takes place by means of a basic contract that has to be signed by hand. The contractual relationship comes into being when the basic contract has been signed, when the eGov party has accepted the Terms of Use and when the account has been activated.

3. Services and responsibility of Swissmedic

Services of Swissmedic

The actual services provided by Swissmedic in connection with specific eGov services are set out in the Special Terms of Use for the service in question. Swissmedic shall provide the eGov parties with online support (instructions, information sheets, FAQ), eGov-specific access to support sites and training. These support services apply exclusively to questions and problems arising in connection with the eGov services.

Swissmedic shall endeavour, but cannot guarantee, to make the eGov services available to the eGov parties at all times and in fault-free condition. The eGov party will be informed of any imminent maintenance operations.

Swissmedic reserves the right, at any time and without consulting the eGov parties, to interrupt, modify, supplement or restrict the processes, structure or functions of individual, several or all the eGov services it provides. Swissmedic may also modify or supplement the credentials at any time. Swissmedic shall provide the eGov party with appropriate details as necessary.

Swissmedic shall make every effort to rectify any loss or service quickly, particularly where such losses of service fall within its area of responsibility. While Swissmedic will make every effort to troubleshoot serious problems quickly, it shall determine the time at which troubleshooting takes place at its own discretion.

Depending in each case on the duration of the failure or interruption, and depending on the complexity of the fault or problem, Swissmedic shall inform the eGov party via its official website www.swissmedic.ch.

Swissmedic is under no obligation to store content or to transmit unread or unsent messages to the eGov party or third parties. After a certain period of time, Swissmedic will delete all messages, regardless of whether they were received or not. This does not affect Swissmedic's statutory storage and archiving obligations.

eGov parties may use the eGov services free of charge.

The Swissmedic eGov services and the eGov services servers will be operated exclusively in Switzerland. The eGov services will only be provided in Switzerland and only for eGov parties with a domicile, registered office or branch in Switzerland.

Responsibility of Swissmedic

Swissmedic does not guarantee the availability and reliability of the eGov services or the completeness, authenticity and integrity of the stored data or the data transmitted via its system or the internet.

Swissmedic tests its eGov services with the browsers and operating systems stated on its website. It cannot guarantee that the eGov services will function with other browsers or operating systems.

Despite taking the appropriate protective measures and responding to relevant signs, Swissmedic cannot rule out the possibility of the eGov services or associated web applications being used for improper purposes. Furthermore, Swissmedic cannot – despite taking appropriate protective measures – provide any guarantee or warranty that the eGov services are safe from hackers, viruses or other attacks. Swissmedic will accept no responsibility for losses arising from improper use by the eGov party or third parties.

In connection with e-mail notifications sent via open e-mail services, the eGov party also explicitly accepts the risk of data possibly being intercepted or disclosed by third parties during transmission, and understands that to this extent confidentiality cannot be guaranteed.

Swissmedic cannot guarantee that e-mails showing Swissmedic as the sender were actually sent by Swissmedic, or that e-mails sent by Swissmedic will be received by the correct recipient unaltered and on time. Swissmedic accepts no responsibility for the content or correct operation of external sites accessed via hyperlinks, or for hyperlinks published on non-Swissmedic websites that can be used to access the eGov services.

Swissmedic shall not be liable for losses arising from the improper use, or use in breach of contract, of the eGov services, particularly losses attributable to the failure of the eGov party or third parties to exercise their due diligence obligations. Swissmedic shall not be liable for losses suffered by the eGov party as a result of transmission errors, technical shortcomings, interruptions, faults or errors in data. In the event of claims, regardless of their legal basis, Swissmedic shall only be liable for losses caused by its own actions or those of its employees, either intentionally or through gross negligence. Swissmedic excludes any liability for its auxiliaries and individuals mandated by it, where legally permissible. Liability for indirect and consequential losses is also excluded, where legally permissible.

If Swissmedic may nevertheless be considered liable, such liability shall be subject to Article 80 of the Therapeutic Products Act (TPA, SR 821.12) in conjunction with Article 19 of the Government Liability Act (GLA, SR 170.32).

4. Obligations and responsibility of the eGov party

Obligations of the eGov party

The eGov party is obliged, when it registers and in other usage operations (e.g. address changes), to provide complete and accurate information and to ensure that all information is correct and up to date. The eGov party undertakes to use the eGov services in compliance with Swiss law and in accordance with the relevant provisions. The eGov party also undertakes to safeguard the rights of third parties and to check data prior to transmission to ensure it is correct and free from viruses. eGov parties are responsible for ensuring that their hardware and software satisfy Swissmedic's technical requirements. The eGov party is responsible for taking appropriate measures to protect its IT infrastructure and the terminals used to access the eGov services against unauthorised access and misuse by third parties. The account administrator must inform Swissmedic, promptly and in a written, signed document, of any changes to the account administrator information, including deletion.

If the eGov party has doubts about the accuracy of particular transmitted information and data, it must contact Swissmedic

without delay. If the eGov party has doubts about whether an e-mail or SMS message was actually sent by Swissmedic, the e-mail or SMS message should be opened and the information contained therein followed only after consultation with Swissmedic. If the eGov party notices an error (e.g. including unauthorised access by third parties) in use, it shall notify Swissmedic immediately. If, as a result of an error, the eGov party gains access to confidential and legally protected information, it shall not be allowed to distribute, reproduce or use said information in any other way.

Responsibility of the eGov party

The eGov party bears full responsibility for protecting the confidentiality of and securely managing personal passwords and the other credentials. The eGov party is responsible for protecting credentials against misuse by third parties. Swissmedic will hold the eGov party responsible for any use of accesses by employees or third parties and for the content of the information that is transmitted for processing by the eGov party (including its employees) or third parties. Swissmedic regards users who access the system using valid credentials as being authorised to do so by the legitimised eGov party. Transactions by such users and data transmitted by them are considered by Swissmedic to have been authorised by the legitimised eGov party and therefore legally binding.

The eGov party shall be liable for all losses arising from the violation of its contractual obligations.

5. Exclusion from use

Blocking at the request of the eGov party

If the eGov party has any indications that unauthorised individuals have gained or could gain access to an account, the eGov party or its administrators shall block the account in question immediately. If the eGov party is unable to block the account in question itself, it shall immediately arrange for the account to be blocked by Swissmedic. Blocking can cover single or all accounts, complete access or individual eGov services. Until Swissmedic is able to block the account at the eGov party's request, the latter shall bear full responsibility for any losses arising from the unauthorised access, regardless of Swissmedic's reaction time.

Contact details for account blocking by Swissmedic:

during business hours	+41 58 462 06 00
outside business hours (Emergency Operations Centre of the Federal Administration, ask to be connected to Swissmedic)	+41 58 465 88 88

Blocking by Swissmedic

If Swissmedic or its mandated system operators notice any irregularities in the use of the eGov services, Swissmedic can, at its own initiative, temporarily block individual accounts, all eGov services or affected eGov services without notice.

In particular, blocking may occur if:

- the eGov party fails to comply with the General or Special Terms of Use,
- the access credentials are improperly used or distributed or
- a threat from malicious software is identified.

Blocking usually results in termination of the contract with the affected eGov party.

6. Contract termination

The eGov party can terminate the use of the eGov services subject to a notice period of one month to the end of the following month. Notice must be given in writing. Individual eGov services can be terminated by terminating the module in question. Termination of the basic contract also results simultaneously in the termination of all eGov services modules covered by the basic contract.

Swissmedic reserves the right to unilaterally terminate individual contract modules for specific eGov services or the basic contract at any time, particularly as a result of account blocking due to irregularities in use, inactivity or preconditions no longer being met (e.g. the eGov party concerned no longer has an establishment licence). Swissmedic is not obliged to store content or to otherwise forward unread content. After a certain period of time, Swissmedic will delete all content, regardless of whether it was received or not. This does not affect Swissmedic's statutory storage and archiving obligations.

Swissmedic can temporarily or permanently exclude eGov parties that fail to comply with the usage contract from using specific or all eGov services. Swissmedic may cease operating any or all eGov services at any time and without entitling the eGov party to any further claims against it.

7. Validity and modifications to the terms of use

The sole legally binding terms of use, which also form a constituent part of the contract, will be published electronically and can be viewed at www.swissmedic.ch/eGov-agb.

Swissmedic reserves the right to modify or supplement both the General and Special Terms of Use as required. eGov parties shall be informed of any modifications and additions appropriately and well before they come into effect, i.e. in writing, by e-mail or online the next time they log in.

The modified General and Special Terms of Use are deemed to have been approved if the eGov party does not submit a written objection (e.g. by e-mail) within one month. Objections counts as notice of termination and automatically lead to immediate termination of the contract. The customer will be informed of these rights and consequences in the change notification.

8. Data protection and archiving

Unless otherwise provided for, Swissmedic shall treat in confidence information that is not generally known and that is disclosed to it during the provision of the eGov services. Such information will not be forwarded to third parties without the consent of the eGov party. Swissmedic will only process personal data provided by eGov parties in connection with the use of the eGov services, and only where this is necessary to provide the services and to safeguard the security of operation and infrastructure.

The following data is saved to logfiles when eGov services are used: IP address, date, time, browser request and the information on the operating system and browser normally transmitted in such circumstances, log-in ID, time of the last successful and failed log-in attempt, plus changes to user master data, credentials, access rights and user status. For individual eGov services, other data may be saved in compliance with the legal provisions in Art. 57i et seq. of the Federal Act on the Organisation of the Government and the Administration (GAOA; SR 172.010). The connections log for the last six months is retained in accordance with Art. 12 para. 2 and Art. 15 para. 3 of the Federal Act on the Surveillance of Postal and Telecommunications Traffic (SPTA; SR 780.1). Documents that are relevant to proceedings will be retained until the legally binding conclusion of the administrative proceedings. This does not affect Swissmedic's statutory storage and archiving obligations.

9. Jurisdiction and applicable law

The contractual relationship is subject solely to Swiss law. The place of jurisdiction is Bern.