

Terms and Conditions of Use for the Swisscom Sign Integration API

1 Scope

These Terms and Conditions of Use govern the relationship between the API integrator (Customer) with its registered office in Switzerland, the European Union (EU) or the Principality of Liechtenstein (organisation with company identification number, such as a public limited company or administrative unit) and Swisscom (Switzerland) Ltd, Alte Tiefenastrasse 6, Worblaufen, Switzerland, company number CHE-101.654.423 (Swisscom), for use of the Swisscom Sign integration application programming interface (API).

The Customer's representative confirms:

- That they are fully authorised to enter into contracts in the manner intended here on behalf of the Customer they are representing
- That they wish to enter into a binding contract on the Customer's behalf
- That they are aware of the rights and obligations defined in these terms and conditions, that they agree to these, and that they will honour all such obligations.

2 How the Swisscom Sign API works

Swisscom Sign is a platform that enables electronic signatures to be added to PDF files. It supports simple electronic signatures (with a timestamp) as well as advanced and qualified electronic signatures within the meaning of Swiss or EU law in accordance with the certificate guidelines of Swisscom and Swisscom IT Services Finance S.E.

The API is a technical interface that facilitates integration of Swisscom Sign in the Customer's systems and enables end users to access and use Swisscom Sign in authorised countries.

Customers can integrate the API in their systems without being charged a licence fee. However, use of the functions and services provided by the API does entail costs that will be billed directly to the Customer, user or their organisation depending on which model they choose.

Organisational login details (credentials) are required to use the API. Sharing credentials with unauthorised third parties is expressly prohibited and can lead to an immediate suspension of use.

3 Availability

Swisscom strives to make the API available without interruptions, but it cannot guarantee constant availability. For the proper or enhanced provision of services, Swisscom may temporarily restrict its services if and insofar as this is necessary in view of capacity limits, for server security or integrity or to perform technical maintenance or repair measures (maintenance work). When it does these things, Swisscom will strive to take the interests of API and Swisscom Sign end users into account.

4 Duties and responsibilities of the Customer

The API requires regular maintenance. Errors, outages, security incidents, suspicious circumstances indicating misuse, and similar events that occur in the context of using the API should be reported to Swisscom without delay. In addition, any necessary updates should be installed. The API enables the Customer to procedurally integrate the Swisscom Sign platform in its systems while enabling its users to digitally sign PDF files. The Customer is solely responsible for technical implementation and the functionality of its own systems. The Customer accepts responsibility for the security, protection and legality of the data it transmits and processes.

User requests for support relating to problems with one of the Customer's systems or problems with uploading or downloading PDFs should be processed by the Customer. They are not Swisscom's responsibility.

The Customer will ensure that its systems are effectively protected against malware, hacking, phishing, denial-of-service attacks and other threats in accordance with best practices and will fix security vulnerabilities in its systems without delay. In particular, it will take measures to ensure the security of its own users' systems.

5 Delimitation

The API regulates interfaces for Swisscom's signature service (Swisscom Sign) exclusively. The Swisscom Sign service is based on separate contracts. These terms and conditions do not govern the provision or availability of the Swisscom Sign service.

6 Intellectual property

Swisscom grants the Customer for its own use the non-transferable, non-exclusive right to use the API within the scope of section 2 for the duration of this Contract.

All existing rights to intellectual property and any such rights that emerge during contract fulfilment (copyrights, patent rights, trademarks, etc.) with respect to Swisscom's services will remain with Swisscom or the authorised third party. Both are unrestricted and under no obligation to the Customer in terms of the further commercialisation and other use of this intellectual property. If the parties create intellectual property together, they grant each other permission to independently and permanently use and commercialise these rights without restriction. The Customer has no claim to the source code and must not use, procure or reverse engineer it.

Each party acknowledges the existence of the intellectual property of the other party and any third parties and agrees not to take any action that could negatively impact the value of that property. Each party will prevent unauthorised use to the best of its ability.



Swisscom guarantees that its services do not violate any property rights held by third parties in Switzerland (property rights).

If a third party attempts to prevent the Customer from contractually using Swisscom's services in accordance with these terms and conditions based on claims of superior property rights, the Customer will inform Swisscom within five calendar days. Assuming that Swisscom is notified in due time and assuming it receives reasonable assistance from the Customer, Swisscom will, at its own discretion and own expense, modify its services (including software) to remedy the violation of third-party property rights while ensuring that the services still meet all essential contractual requirements. Alternatively, Swisscom can choose to terminate the Contract. The Customer has the same right to terminate the Contract if it finds the API unacceptable after Swisscom makes those changes. In both cases, the Customer can claim compensation within the scope of the limitation of liability described in section 7 of these terms and conditions.

If the third party takes legal action against the Customer, the Customer will grant Swisscom full control over litigation and take all necessary steps to this end whenever doing so permissible and possible under the applicable rules of procedure. Under this condition, litigation costs (including reasonable legal fees) and the claims for compensation by the authorised third party (including litigation costs and party compensation costs), which are attributable to such a claim and which are ultimately imposed on the Customer during such proceedings or in a settlement approved by Swisscom, are considered direct damages to the Customer. In all other respects, section 7 of these terms and conditions will apply.

7 Duty of care and liability

Swisscom employs appropriate security measures that are in line with the current state of technology. You acknowledge that, despite every effort on the part of Swisscom and the use of modern techniques and security standards, no guarantee can be made that Swisscom Sign will be absolutely secure or error-free.

In the event of a breach of contract, Swisscom will be liable for proven damages unless it can prove that it was not at fault. It will not be held liable for damages due to ordinary negligence.

8 Changes to Swisscom Sign API

Swisscom reserves the right to make adjustments to these terms and conditions at any time. The current version published at sign.swisscom.com will apply.

9 Duration and termination

Swisscom is entitled to end the API at any time without stating a reason. The Customer can opt not to use the API at any time.

10 Applicable law and place of jurisdiction

All legal relationships in connection with these terms and conditions are subject to Swiss law and expressly exclude conflict of law rules of private international law.

In the event of a dispute, Swisscom will strive to reach an amicable settlement. Subject to mandatory places of jurisdiction, the place of jurisdiction is Swisscom's headquarters in Bern, Switzerland.