

Terms and conditions of use for SFX users

1 Subject

- ^{1.} These terms and conditions of use govern the use of Secure File Exchange (SFX).
- ^{2.} SFX is a Service of Swisscom (Schweiz) AG that is geared towards the secure, confidential exchange of information and data.
- ^{3.} By using SFX, you consent to these provisions and undertake to comply with the terms and conditions of use for the entire time during which you use the service. You commit to Swisscom (operator of SFX) as well as to the Organisation (company) that gives you access to SFX, to strictly comply with the rules.

2 Usage requirements

^{1.} SFX User accounts

Users understand how to use SFX and adhere to the role they have been assigned.

Guest Users have an SFX account but are not member of an SFX registered Organisation. Guest Users have only limited access to SFX functionalities e.g. can only complete but not start an SFX Transaction.

Registered Users have an SFX account and have been approved and activated by a registered SFX Organisation. Registered Users utilise SFX on behalf of the Organisation they belong to and are entitled to use all SFX functionalities.

If you log in to SFX for the first time, you can create and register a new Organisation, or join an already registered Organisation (by invitation of an Administrator of this Organisation) or simply use SFX as a Guest User.

An SFX Organisation requires validation and approval by Swisscom. Once approved by Swisscom, the Organisation can appoint its own Administrators who are authorized to add more Users to the same Organisation.

^{2.} Technical requirements

All you need to use SFX is an Internet-enabled device, either a computer (Mac/PC) or a smartphone with the iOS or Android operating system, and an Internet browser. The latest versions of the following browsers are supported:

- Microsoft Edge version 80 and above (Mac, Windows, iOS, Android)
- Google Chrome version 75 and above (Mac, Windows, iOS, Android)
- Apple Safari version 13 and above (Mac and iOS)

Other combinations of operating systems and browser versions may also work but are not officially supported.

^{3.} Login

In order to log in and get access to the SFX service, you must enter the following ID information:

- user name (Email; crypto key)
- password (min 8 digits, lower- and uppercase letters, min. one number)

- two factor authentication (SMS token; 1st login and re-registration only)

3 Usage

1. **Scope of usage rights**

You can use all functionalities of SFX that have been activated for you by the Administrator of your Organisation. The SFX Administrator determines the scope and duration of your usage rights.

Additional SFX functionalities could be introduced at a later time. The use of these functionalities will be subject to approval by your assigned Administrator.

2. **Obligation to exercise due care**

Your access authorisation applies exclusively to you personally. The access information may under no circumstances be shared or otherwise disclosed to other persons. All use by third parties is prohibited.

In the identification process required for activating you as a user, you shall provide complete and true information.

You may not use any data relating to your person (birthday, etc.) for the password. Any records of the password or the crypto key may not be disclosed to any other person. The password must be kept securely and separately from your mobile phone or in encrypted form (e.g. in a secure password management app) and be protected against third-party access.

You shall use all reasonable and up-to-date means to protect your end device and mobile phone against attacks and malware (viruses, worms, Trojans, etc.), in particular through the use of device passwords and software that is continuously updated.

You shall ensure that you are entitled to upload the content that you want to exchange. You retain all rights and responsibility and liability for all content that you upload at all times. Swisscom assumes the proprietary rights of all content being exchanged in SFX are with the User.

3. **Prohibited use, misuse**

You may use the functionalities of SFX solely for the intended purpose and you are responsible for using SFX in compliance with the legal requirements. Use is deemed to be prohibited in the following cases (list is not exhaustive):

- Breach of the obligation to exercise due care noted in subsection 3.3.
- Illegal or unethical activities, in particular harassing or molesting third parties.
- Sending of unsolicited messages, advertisements, publicity or spam.
- Promotion of hatred or discrimination of persons or groups of persons based on race, religion, ethnic origin, gender, gender identity, sexual orientation, disability or impairment.
- Storage, transmission or other processing of illegal, offensive, indecent or rights-infringing content of any kind (e.g. third-party intellectual property rights without authorisation, content that violates an individual's privacy, content that is prohibited under criminal law such as child pornography).
- Activities that may compromise the security or integrity of networks, computers, communication systems, software applications or cloud infrastructure (e.g. distributing malware), including checking, scanning or testing for any vulnerabilities in the system or network.

If any misuse is detected, the Administrator of your Organisation or Swisscom will take measures to put an end to it. If you endanger or jeopardise SFX, or if there are any other signs of behaviour that is illegal or in contravention of the contract, your Administrator or Swisscom can admonish you to use the SFX Service in a legally and contractually compliant manner and/or change, restrict or revoke your access without compensation.

4. **Ownership of content**

When using SFX, you retain all rights in- and responsibility and liability for all content. Swisscom does not claim ownership of the documents exchanged.

4 Service Limitations

1. The file size of exchanged documents is limited to 20MB for the purpose of usability. Supported file formats include PDF and all common image formats.
2. The uploaded documents are stored on the SFX platform for a limited period of 6 months after which the ability to download expires. After the expiry period Swisscom will permanently delete the uploaded files. These files will not be available nor retrievable anymore. Users and their Organisation must take own measures to ensure documents remain available beyond this time if needed.
3. Swisscom exclusively provides a solution for the exchange of documents between two parties and holds no liability for trades facilitated by SFX.

5 Contact Point

1. If you have any questions or if anything is unclear, please contact the Administrator of your Organisation.

6 Language

1. The contract language of the Terms and Conditions is English, hence the English version is binding, any translations remain legally non-binding and Swisscom is not liable for potential misinterpretations caused by automatic translation tools.