

Service Description

Switch Drive

Version 2.2

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

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1 Definitions

Beneficiaries	Organisations in the field of education and research in accordance with the annex to the Service Regulations in their currently valid version.
Customers	Organisations that are not Beneficiaries according to the annex to the Service Regulations.
End Users	End Users are persons who are entitled to use Switch Drive through an Organisation. These include, in particular, members of an Organisation (e.g. employees, researchers, lecturers and students) as well as third parties who are granted access to the service by the Organisation by means of a valid Switch Drive Voucher.
General Terms and Conditions	The General Terms and Conditions for the Purchase of Switch services, available at: https://static.www.switch.ch/sites/default/files/2023-10/2019_SWITCH_EN_AGB.pdf
Organisation	A party that has concluded a contract with Switch for the use of the service. The Organisation is either a Beneficiary or a Customer.
Service Regulations	The Service Regulations for the Purchase of Switch services, available at: https://static.www.switch.ch/sites/default/files/2023-10/2019_DLR_Dienstleistungsreglement-fur-Dienste-von-SWITCH.pdf

Tariff	A periodically adjusted price applicable to Beneficiaries for the purchase of Switch services.
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2 Overview and Purpose

Switch Drive is an online storage and synchronisation service operated by Switch that enables Organisations and their End Users to:

- store files in infrastructure operated by Switch,
- synchronise files between different end devices,
- share files with other End Users and edit them collaboratively in real time.

Switch Drive is operated exclusively on servers located in Switzerland.

A general description of Switch Drive is available on the website at <https://www.switch.ch/drive/>. The information provided there is for information purposes only and does not form part of this Service Description.

3 Functionality and Components of the Service

3.1 Scope of Services

Switch operates the technical infrastructure required for Switch Drive, including servers, storage resources, network connections and system software. Switch also provides a web client and a desktop client through which End Users can access Switch Drive and store, download and edit files and share them with other End Users. Switch also provides an administration portal through which administrators can manage permissions, quota, Switch Drive Vouchers and project folders.

3.2 Eligibility to Use Switch Drive

End Users are persons who are entitled to use Switch Drive through the Organisation. They comprise:

- members of the Organisation whose eligibility is verified by means of the Organisation affiliation in Switch edu-ID; and
- third parties whose eligibility is granted by a valid Switch Drive Voucher issued by the Organisation.

All End Users require a valid Switch edu-ID to create a Switch Drive Account and use the service. Access is provided through the web client made available by Switch. Switch edu-ID is used both to authenticate End Users and to authorise them (verify their access rights) to use Switch Drive.

Eligibility to use the service ends:

- for members of the Organisation when the Organisation affiliation in Switch edu-ID ceases;

- for third parties when the Switch Drive Voucher is revoked;
- for members of the Organisation and third parties when the contract between the Organisation and Switch ends.

Once eligibility to use the service ends, access to Switch Drive will be disabled. Switch Drive Accounts and the files will be deleted in accordance with section 3.5.

3.3 Quota

Switch makes a quota available to each End User. The Organisation may manage and, where necessary, adjust the quota of its End Users within the total allocation assigned to it.

Quota:

- Maximum number of files stored per Switch Drive Account or project folder: 150'000
- Maximum total file volume per Switch Drive Account: 100 gigabytes

Each Switch Drive Account and each project folder has a standard quota of 100 gigabytes. The standard quota may be increased by an administrator.

If the maximum number of files stored per Switch Drive Account or project folder is exceeded, Switch will inform the End User that the limit has been exceeded and request that compliance be restored. If compliance is not restored within a reasonable period, Switch is entitled to compress affected files.

3.4 Versioning and Recycle Bin

Switch Drive stores previous versions of files for a period of 14 days. The versions are then deleted automatically.

Files deleted by End Users are initially moved to the recycle bin and can be restored for 14 days. At the end of this period, they are automatically and permanently deleted.

3.5 Deletion of Switch Drive Accounts

Switch is entitled to delete Switch Drive Accounts if eligibility under section 3.2 ceases or if End Users have not accessed the service (web client or synchronisation clients) for a period of more than 12 months.

Switch will inform the affected End Users, by email to the address stored in Switch edu-ID, of the impending deactivation and subsequent deletion. Switch will give them the opportunity to export their files within a reasonable period. At the end of this period, the Accounts and the files contained in them will be irrevocably deleted.

3.6 Synchronisation Clients

Switch Drive supports automatic file synchronisation between end devices and the server infrastructure.

Optional third-party synchronisation clients are available for Switch Drive. These clients are subject to the licence terms of the respective third-party providers, compliance with which is the responsibility of the Organisations and End Users.

Switch warrants only the operation of the server-side interfaces (APIs) of Switch Drive. Switch assumes no warranty or liability for the functionality, compatibility, availability or support of the

synchronisation clients or for any data loss resulting from their use. Switch cannot influence updates, changes or the discontinuation of services by third-party providers.

3.7 Design Authority and Technical Standardisation

Switch has design authority for Switch Drive and, at its own discretion and within the scope of this Service Description and the Service Regulations or General Terms and Conditions, decides on the technical architecture, the use of hardware and software, versions, configurations and platforms. Switch may use open-source software components in providing the service.

To ensure secure, stable and cost-effective operation, Switch uses standardised technologies and configurations that apply uniformly to all Organisations.

3.8 Working Group Meetings

Switch organises regular Working Group Meetings in which representatives of the Organisations may participate.

These meetings are intended to provide information, facilitate the exchange of experience and discuss the future development and roadmap of the service.

Participation is voluntary and does not give rise to any contractual entitlement to specific functionality or development priorities.

4 Contact Information and Switch Drive Helpdesk

Support requests or specific enquiries about the service may be submitted by End Users and administrators at any time via the email address drive-support@switch.ch.

End Users can find FAQs and online documentation on the service website. Detailed instructions are available on the service support website (<https://help.switch.ch/drive>). The status of the service can be viewed at any time at <https://status.switch.ch/>.

Legal questions concerning the service may be sent to legalteam@switch.ch.

Requests to exercise data subject rights under the Data Protection Act must be sent 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. This is subject to disruptions that impair the service.
Maintenance windows	Switch generally performs maintenance work outside normal office hours. If this results in interruptions or restrictions in service quality, Switch will inform the affected Organisation at least 10 days in advance via https://help.switch.ch/drive . Maintenance work will, as far as possible, take account of important Organisation events (examination days/periods according to the academic calendar).

Availability	Switch aims to achieve availability of the service of 99.5%, less the time required for maintenance and repairs and taking support times into account.
Support times	Switch undertakes to initiate or carry out measures to remedy disruptions and malfunctions of the service within Switch's normal office hours.
Response times	Switch undertakes to respond to complaints from the Organisation within 2 working days during support times.

The normal office hours are set out in the Service Regulations or the General Terms and Conditions. Depending on the urgency of the matter, Switch may also, at its own discretion, take measures to maintain good service quality outside these periods.

6 Instructions to the Organisation

6.1 Contact Persons

The Organisation is required to designate an administrator and a deputy to act as the primary contacts for Switch and enable effective communication and technical coordination. Changes concerning the administrators and their deputies must be notified to ensure uninterrupted service and support operations.

6.2 Responsibilities

The Organisation has a duty to cooperate under the Service Regulations or the General Terms and Conditions. In particular, it has the following responsibilities:

- managing the Switch Drive Accounts of End Users, including issuing and revoking Switch Drive Vouchers;
- managing the available quota of project folders and End Users;
- creating and managing project folders;
- distributing the support and service information provided by Switch within the Organisation;
- subscribing to the relevant Switch mailing lists and regularly checking notifications concerning updates, maintenance work or changes to the service;
- ensuring that the Organization and End Users back up their files under their own responsibility as required. Switch stores the data redundantly and does not create backups for use by Organizations. Snapshots created by Switch for operational purposes do not constitute such backups.

6.3 Information for End Users

The Organisation shall ensure that End Users comply with this Service Description and the Service Regulations or General Terms and Conditions. It shall ensure that End Users are appropriately informed of their obligations, particularly with regard to quota, acceptable use, backups and the use of synchronisation clients.

7 Legal Terms of Use

7.1 Applicable Provisions

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

- For Beneficiaries and their End Users:
 - the [Service Regulations](#);
 - the currently applicable Tariff.

In the event of any conflict, this Service Description takes precedence over the Tariff, which in turn takes precedence over the Service Regulations.

- For Customers and their End Users:
 - the [General Terms and Conditions](#);
 - the Service Agreement.

In the event of any conflict, this Service Description takes precedence over the Service Agreement, which in turn takes precedence over the General Terms and Conditions.

Switch may amend this Service Description at any time. Any amendment to the Service Description will be communicated to the Organisations in an appropriate manner and, in the absence of an objection, will take effect within 30 days of notification of the amendment.

Any objection will result in termination of the contract.

7.2 Copyright and Other Intellectual Property Rights

All End Users and the Organisation of which they are members must, at their own expense, defend any third-party claims against Switch relating to infringements of copyright or other intellectual property rights and/or other applicable statutory provisions in connection with files processed by the End Users/Organisation as part of the service, if requested to do so by Switch. End Users and the Organisation of which they are members are jointly and severally liable for all costs, licence fees and/or compensation payments imposed on Switch by a court or pursuant to an out-of-court settlement, provided that Switch has informed them in writing of the claim in question and authorised them to conduct and settle such proceedings in accordance with applicable procedural law, including by means of an in-court or out-of-court settlement.

7.3 Data Protection and Data Security

7.3.1 Data Processing by Switch

In relation to the processing of personal data, Switch complies with the Service 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 are deemed to be controllers and Switch is deemed to be the processor, unless section 7.3.2 expressly states that Switch is acting on its own responsibility. The End Users are deemed to be data subjects. This Service Description sets out the following information:

- that must be disclosed to the data subjects (duty to provide information),

- that the controllers must include in their record of processing activities (documentation obligation),
- that the controllers require in order to ensure the rights of data subjects.

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

7.3.2 Purposes of Data Processing

Switch processes personal data primarily to provide the Switch Drive service and to ensure its secure, stable and proper operation and protection against ICT security incidents.

In addition, Switch may process personal data on the basis of its legitimate interests for the following purposes of its own:

- billing and account management;
- compliance with statutory obligations;
- statistical analysis of anonymised datasets.

7.3.3 Categories of Data Subjects

Data subjects are the End Users as defined in section 1 and, where applicable, any other natural person whose personal data are stored in files on Switch Drive by the Organisation or End Users, as well as other persons to whom End Users grant access to files stored in Switch Drive.

7.3.4 Categories of Personal Data

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

- Switch Drive Account information (last name, first name, email address, Organisation affiliation)
- files stored in Switch Drive (all files uploaded by Organisations or End Users)
- logs (e.g. identifiers, session ID, IP address, date and timestamp of an activity)

7.3.5 Data Location and Origin

Subject to the provisions of section 7.3.6 and section 7.3.7, data is held, stored and processed exclusively on Switch's physical hardware in Swiss data centres.

The personal data processed by Switch are provided either directly by End Users, by other persons to whom End Users grant access to files stored in Switch Drive, or by the Organisation.

7.3.6 Recipients or Categories of Recipients of Personal Data

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

- processors,
- domestic and foreign authorities, where required by law,

7.3.7 Processors

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

Company	Purpose of Data Processing	Location of Data Processing	Safeguard if the third country does not provide adequate protection
No Processors engaged			

The processors listed above are deemed to have been approved through the Organisation's use of the service. Switch may engage additional processors. Before engaging a new processor, Switch will inform the Organisation. The Organisation has the right to object in writing to the engagement of a processor. If the Organisation does not agree to a processor, it is entitled to terminate the contract without notice.

Switch concludes contracts with all processors that guarantee a level of data protection equivalent to that provided by this Service Description and the Service Regulations or the General Terms and Conditions.

7.3.8 Duration of Data Processing

Switch processes personal data in connection with the Switch Drive service for as long as necessary for the purposes for which the data are processed. Statutory retention and documentation obligations also apply.

The following retention periods apply to the individual data categories under section 7.3.4:

- Switch Drive Account information: The data are retained for as long as the Switch Drive Account exists and are permanently deleted 56 days after the Account is deleted.
- Files stored in Switch Drive: The files are retained until the Account is deleted or the contract with the Organisation ends, plus a reasonable period for export. Organisations and End Users may delete their files at any time. After deletion by an Organisation or End User, files can be restored for 14 days, after which they are permanently deleted.
- Logs: The data are deleted no later than 365 days after collection.
- Snapshots: Retention period of 56 days from creation.

Exceptionally and on a case-by-case basis, certain data may be retained beyond this period for as long as legal claims may be asserted against Switch. Such extended retention will take place only if Switch expects that the relevant data may be required for evidentiary or documentation purposes.

7.3.9 Rights of Data Subjects

Depending on the applicable data protection law, data subjects may have the following rights vis-à-vis the Organisation of which they are members, as the Controller within the meaning of data protection law:

- right of access,
- right to rectification,

- right to erasure,
- right to restriction of processing,
- right to object to processing,
- right to data portability.

To exercise these rights, data subjects must contact the responsible Organisation. If Switch receives such requests, Switch will refer the data subjects to the Organisation.

7.3.10 Access to Employee Data

Where data are outsourced to Switch for processing, an Organisation may, for operational reasons, require access to data stored on behalf of the Organisation by an employee who cannot be reached.

In every case, the Organisation must provide detailed and verifiable evidence that it is entitled to access the relevant data. If this evidence is not unequivocal, or if an unacceptable liability risk remains for Switch for other reasons, Switch is entitled to refuse access.

7.3.11 Data Security

Switch protects personal data by means of appropriate technical and organisational measures against accidental or unlawful erasure, loss, destruction or alteration and against unauthorised disclosure or access. In particular, the measures set out below are implemented to protect personal data.

Switch may amend these measures at any time without prior notice, provided that a comparable or higher level of security is maintained. This may mean that individual measures are replaced by new measures serving the same purpose, without reducing the level of security.

Switch regularly reviews and optimises the effectiveness of the measures applied. The measures are reviewed by means of internal IT security reviews.

7.3.11.1 Control of Authorised Users and Their Access

Data processing systems used to provide the service are protected against unauthorised use:

- Access to sensitive systems, including systems for storing and processing personal data, is granted through several authorisation levels. Appropriate processes ensure that the authorised persons have the relevant permission to add, delete or modify users.
- All authorised users access the systems using a unique ID (identifier).
- Switch has established procedures to ensure that requested changes to permissions are made only in accordance with Switch's internal policies. When employees leave the company, their access rights are revoked and their access is blocked.
- Switch has established a password policy that prohibits the disclosure of passwords, specifies the procedure to be followed if a password is disclosed and requires default passwords to be changed. Personalised identifiers are assigned to authorised users for authentication. All passwords must meet certain minimum requirements and are stored in encrypted form. Every computer has a password-protected screen saver.
- The corporate network is protected from the public network by firewalls.

- Security patch management ensures that the relevant security updates are applied regularly.

7.3.11.2 Physical Access Control

Unauthorised persons are denied physical access to facilities, buildings and premises containing data processing systems that process or use personal data:

- In general, buildings are secured by physical access control systems (e.g. chip-card access).
- As a minimum requirement, the external entrances to a building must be equipped with a locking system, including modern, active key management.
- Physical access rights are granted to authorised persons individually in accordance with Switch's internal policies on system and data access control. This also applies to visitor access.

7.3.11.3 Data Carrier and Storage Control

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

- Under the Switch ISMS concept, personal data require at least the same level of protection as "confidential" information within the meaning of the "Data Classification" directive.
- Access to personal, confidential or sensitive information is granted only where necessary ("need-to-know" principle). In other words, employees or subcontractors are granted access only to the information they require to perform their duties. Switch uses an authorisation concept that documents how permissions are assigned and which permissions are assigned to whom. All personal, confidential and other sensitive data are protected in accordance with Switch's security policies and standards.
- All servers are operated in data centres. The security measures protecting applications used to process personal, confidential and other sensitive data are reviewed at regular intervals.
- The "Erasure and Disposal of Electronic Data Carriers" directive governs how data and data carriers are erased or destroyed when they are no longer required.

7.3.11.4 Transport Control

Transport control ensures that personal data cannot be read, copied, altered or removed without authorisation during transmission or storage, except as necessary to provide the service in accordance with this Service Description.

With regard to data transmission between Switch, the Organisations and End Users, the personal data to be transmitted are secured using modern encryption techniques. In every case, the Organisation or End Users assume responsibility for data transmission as soon as it takes place outside the systems controlled by Switch.

7.3.11.5 Entry and Disclosure Control

A capability is provided to subsequently investigate and establish whether and by whom personal data have been collected, modified or removed from Switch's data processing systems:

- Switch permits only authorised persons to access personal data in the course of their duties.
- To the greatest extent possible, Switch has implemented within its products and services a logging system for recording the collection, modification, deletion or blocking of personal data by Switch or its subcontractors/business partners.
- The Organisation is responsible for the proper handling and modification of the processed data.

7.3.11.6 Reliability

Malfunctions are detected in data processing systems and evaluated centrally. Alerts are generated in different forms based on the evaluation:

- Switch operates a central monitoring system for all services.
- Switch Drive is integrated into the monitoring system, and individual thresholds have been defined. If thresholds are exceeded, the responsible operational teams are informed.

7.3.11.7 Data Integrity

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

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

In particular, Switch uses the following means to implement the controls and measures described in the preceding sections:

- firewalls
- Creation of system snapshots and restoration of the service environment.

7.4 Acceptable Use of the Service

Use of the service is permitted only insofar as it does not violate this Service Description, the rights of third parties or applicable law.

7.5 Unacceptable Use of the Service

Unacceptable use of the service is governed by the provisions of the Service Regulations or the General Terms and Conditions, as applicable and as amended from time to time.

The Organisations to which the offending End Users of the service belong may, together with the End Users, be held responsible or fully liable for all losses incurred by Switch or third parties as a result of the unacceptable use of the service by their End Users.

Upon first request by Switch, the Organisation to which the offending person belongs is required, at its own expense, to defend against claims brought by third parties against Switch in connection with the unacceptable use of the service. The Organisation to which the offending

person belongs must assume, jointly and severally, the costs, licence fees and/or compensation obligations imposed on Switch by a court or by settlement, provided that Switch has informed the affected Organisation in writing of the claim and authorised it, in accordance with applicable procedural law, to conduct and settle the proceedings, including by means of an in-court or out-of-court settlement.

If there are reasonable grounds to suspect that the service is being used in breach of law or contract, Switch reserves the right, immediately and without prior notice to the affected End Users or Organisations, to delete the affected Switch Drive Accounts without delay and/or temporarily block or permanently suspend the affected registered End Users, without the affected persons or Organisations being entitled to compensation as a result.

End Users and their Organisations are required to support Switch in investigating incidents of unacceptable use, the commission of criminal offences and other loss events.

Furthermore, in all cases in which this is required by law or appears appropriate, Switch reserves the right to cooperate with the competent public authorities and to provide them with all information necessary to prosecute the legal violations in question.

7.6 Warranty

Warranty is governed by the provisions of the Service Regulations or the General Terms and Conditions, as applicable and as amended from time to time, in conjunction with the service level warranted under section 5.

7.7 Liability

Switch's liability towards Beneficiaries is governed by the provisions of the Service Regulations, as amended from time to time. Switch assumes no responsibility for the lawful use of the service.

Switch's liability towards Customers is governed by the provisions of the General Terms and Conditions, as amended from time to time. Switch assumes no responsibility for the lawful use of the service.

Switch's liability towards End Users and third parties who use the Switch service without a contract of their own with Switch but with the consent of the Organisation is excluded to the extent permitted by law.

The Organisations and End Users are jointly and severally liable towards Switch, to the extent provided by law, for losses incurred by Switch as a result of the unacceptable use of the service and for other indirect losses.