



Conditions of use for geodata – Finished product licence

1. Preamble

This agreement under public law in accordance with Article 12, paragraph 1b of the Swiss Federal Act of 5 October 2007 on Geoinformation (hereinafter referred to as Geoinformation Act) regulates access to, and use of, the federal geodata database.

By accepting this agreement, the licensee acknowledges all contractual provisions – in particular the scope of the licence and the contractual obligations – as well the applicability of Swiss federal legislation governing geoinformation.

By accepting this agreement, the licensee also acknowledges the sole right of the licensor to regulate access to, and use of, the federal geodata database. The attention of the licensee is herewith drawn to the fact that geodata may be protected under copyright law. The licensee thus acknowledges the exclusive right of the licensor to determine the use of the data.

2. Licence types

This agreement covers the following licence types:

Licence for finished products

3. Scope of application

The licence is fully applicable for the geodata listed on the cover sheet or in the online order in accordance with Appendix 1 of the Ordinance of 21 May 2008 on Geoinformation (hereinafter referred to as Geoinformation Ordinance):

4. Access

The granted licence entitles the licensee to access the federal geodata cited in section 3, as stated on the cover sheet or in the online order:

- Either from a data medium (e.g. a hard disk or DVD) supplied by the licensor by post or other courier service
- Or via a one-time download from the licensor's download service using the access data provided by the licensor
- Or via access to a service (e.g. Web Map Service)

Right of access applies for the entire duration of the agreement.

The granted licence entitles the licensee who is in the possession of a subscription to obtain updates of the federal geodata cited on the cover sheet or in the online order, as long as the data concerned are available.

Any attempt on the part of the licensee to procure federal geodata beyond the scope permitted by the granted licence is deemed an unlawful act.

5. Use of licence

The licence entitles the licensee to use the federal geodata cited in section 3 as follows (the information below applies to all uses):

- a. Private use and use by persons with close ties, e.g. circle of relatives and friends, for internal information and documentation within this circle
- b. Private use in businesses, public administration bodies, institutions, commissions and similar organisations, for internal information or documentation
- c. Own use by educators and teaching personnel within the designated school or educational institution
- d. Use for educational purposes as member of teaching staff or tutor in classrooms or at courses
- e. Private use is limited to a designated project in businesses, public administration bodies, institutions, commissions and similar organisations, as well as in schools and educational institutions, for internal information or documentation
- f. Use for demonstration purposes, e.g. at exhibitions or product presentations
- g. Uses without permission in accordance with Article 5 of the swisstopo Ordinance on Fees and Charges
- h. Publication of data on the Internet as single static image or within a viewing service, up to a maximum of 500,000 pixels for the purpose of providing information, which may also serve commercial purposes
- i. Publication of data on the Internet as single static image or within a viewing service, exceeding 500,000 pixels for commercial purposes
- j. Passing on of data to a contractor or sub-contractor of the licensee for purposes that serve the licensee's business activities (in the case of project licences, data may only be forwarded to persons directly involved in the project)
- k. Use of data for the performance of mandates from third parties (after completion of the mandate, the data may only be forwarded to the client if he or she also holds a corresponding licence)
- l. Development of a product using the geodata (reprocessing, refinement, etc.) and passing on data relating to the product

Any use by the licensee that extends beyond the specified scope is deemed an unlawful act. For any other uses whatsoever, the licensee is required to obtain the consent of the licensor.

6. Fees, ownership

The licensee undertakes to pay all applicable fees as stated on the cover sheet or in the online order.

In the case of subscriptions, fees are payable annually.

Fees are due for payment within 30 days after conclusion of the agreement. In the case of subscriptions, payment is due within the first 30 days of the applicable subscription period.

The licensor remains the owner of products and data media until such time as the licensee has paid all related fees in full.

7. Delivery, transfer of data

Delivery of products and data media is carried out at the risk and cost of the licensee. Upon hand-over of the products and data media, the risk of failure or deterioration of the product concerned is transferred in full to the licensee.

The licensee is obliged to check the completeness of deliveries of products and data media immediately upon receipt. The licensee must notify the licensor in writing or by e-mail about any incorrect, incomplete or damaged consignments or other apparent shortcomings within five days after receipt. The licensee is responsible for providing evidence of notification within the specified period.

Data transfer is carried out via the means specified by the licensee. The licensor is solely liable for supplying the data in faultless condition. The risk relating to faulty data transmission and thus any resulting damage to the data is borne solely by the licensee. The licensee also bears the risk associated with errors in using the geodata service and for the loss of access data (e.g. password). Upon completion of the download, the risk of failure or deterioration of the product concerned is transferred in full to the licensee.

The licensee is obliged to check the completeness and functionality of the received data sets immediately after download. The licensee must notify the licensor in writing or by e-mail about any problems relating to access or download, any apparent shortcomings concerning the data sets, or any other apparent shortcomings within five days after receipt. The licensee is responsible for providing evidence of notification within the specified period.

The licensee is obliged to notify the licensor in writing or by e-mail about any shortcomings that were not immediately detected, as soon as he or she identifies them, though by not later than one year after signature of the agreement. The licensee is responsible for providing evidence of notification within the specified period.

8. Obligations on the part of the licensee

The following obligations apply to the licensee:

- a. To add a clearly visible source reference with the following wording whenever geodata are published or passed on: "Source: Swiss Federal Office of Topography" (Article 30, Geoinformation Ordinance);
- b. To comply with all data protection provisions (Article 29, paragraph 1, Geoinformation Ordinance);
- c. Whenever requested, to provide the licensor and the Federal Data Protection and Information Commissioner with information concerning measures taken to ensure compliance with all data protection provisions (Article 29, paragraph 2, Geoinformation Ordinance);
- d. Whenever the licensee passes on geodata as permitted by the provisions of this agreement, he or she is required to contractually oblige the recipient to abide by the provisions of this agreement and the applicable legislation governing geoinformation. The licensee is obliged to provide a copy of the agreement to the licensor.

The licensee shall be liable towards the licensor and third parties for damages that may arise as the result of the licensee's failure to meet his or her contractual obligations or comply with the provisions of the legislation governing geoinformation.

9. Duration

This agreement is valid for the period specified on the cover sheet or in the online order.

The minimum duration of a subscription is 3 years. Unless it has been terminated, the subscription will be automatically renewed for one year.

10. Conclusion and validity of the agreement

The agreement between the licensor and licensee enters into effect upon its signature by both contractual parties, its acceptance by the licensee in electronic form, written confirmation by the licensor or fulfillment of the agreement by the licensor. In the case of

subscriptions, an agreement may only enter into effect after it has been signed by both contractual parties.

In the event that any provision of this agreement should be or become ineffective, this shall not affect the validity of the agreement as a whole. The ineffective provision should then be interpreted in a manner that permits the accomplishment of the originally intended purpose as far as possible.

11. Termination

The licensee may not terminate the agreement prior to the expiry of the specified duration.

Subscriptions may be terminated by the licensee upon observation of a period of notice of one month prior to the expiry date. The licensee must notify the licensor in writing, and is responsible for providing evidence of notification within the specified period.

In the event of breach of contract or unlawful behaviour on the part of the licensee, the licensor may terminate the agreement with immediate effect. In this case, the licensee shall not be entitled to a refund of any fees that may have already been paid.

12. Applicable law, place of jurisdiction

This agreement shall be subject to Swiss law. It is in the form of a public law agreement as defined in Article 12, paragraph 1b of the Geoinformation Act, and is therefore subject to federal administrative law, and in particular to the provisions of federal law governing geoinformation and fees. Insofar as federal administrative law does not contain applicable clauses, the corresponding provisions of the Swiss Code of Obligations shall apply, especially those governing general contractual law.

Place of jurisdiction is Bern, Switzerland.

Version dated 1 January 2010