1. Scope and purpose

1.1 These Terms and Conditions of Use govern the acquisition and use of the application “SwissCovid app” (hereafter app) by users and form an integral part thereof.

1.2 The Federal Office of Public Health (FOPH) app is based on the Epidemics Act of 28 September 2012 (Epid; SR 818.101) and the Ordinance of 24 June 2020 on the Proximity Tracing System for the Coronavirus SARS-CoV-2 (VPTS; SR 818.101.25), the Federal Act on the Statutory Principles for Federal Council Ordinances on Combating the COVID-19 Epidemic (COVID-19 Act; CC 818.102) and the Ordinance of 30 June 2021 on a system to combat the Coronavirus SARS-CoV-2 at events (VBV; CC 818.102.4).

1.3 The purpose of the app is to notify users who have potentially been exposed to the coronavirus and to produce coronavirus-related statistics.

2. Conditions of access and use

2.1 The installation of the app on a mobile phone and the employment thereof is voluntary for users.

2.2 The use of the app is not restricted to a geographic region. However, warnings can only be issued if the foreign app is interoperable with the SwissCovid app. At present, only the Corona-Warn-App used in Germany is interoperable with the SwissCovid app’s proximity tracing system.

2.3 By accessing the app, the user declares that she or he has understood and accepted the following conditions and legal information relating to the app (and the elements contained therein). If the user does not agree to these conditions, then the app is not to be used.

3. Functions of the app

3.1 Via the app, users are informed if they have been in relevant contact with at least one user of the SwissCovid app or other interoperable apps who has confirmed to have been infected. This relevant contact can be identified on the basis of proximity tracing or participation at an event.

3.2 The activation of Bluetooth is required for the operation of the app’s proximity tracing system. Bluetooth is not required, however, for the warning system.

3.3 The app – in the case of the proximity tracing system using an interface to the operating system of the user’s mobile phone – fulfills the following functions:
- Proximity tracing system: Each day, the operating system generates a new private key, which cannot be connected to the app, the mobile phone or users. Within the range of Bluetooth, the operating system exchanges with all compatible, running apps an identification code (random identifier) changing at least every 30 minutes, which is derived from a current private key but cannot be traced back to this key and likewise cannot be connected to the app, the mobile phone or users.
- On the mobile phone, the operating system stores the identification codes received, the signal strength, the date and the estimated duration of proximity.
- The app periodically retrieves a list of the private keys of users of the SwissCovid app and other interoperable apps known to be infected and allows the operating system to check whether at least one locally stored identification code was generated by a private key included in the list. If this is the case, and if proximity of 1.5 metres or less to the mobile phone of at least one infected user of the SwissCovid app or another interoperable app was registered, and if the duration of all such proximity events within one day amounts to at least 15 minutes, then the app issues a notification. Proximity is estimated on the basis of the strength of the signals received.

Warning system for events: The organiser of an event generates a QR code in their app. People attending the event can use their app to scan the displayed QR code and are thus checked in to the event. The app saves on the mobile phone the event identification codes with the relevant date, duration of attendance and designation of the event. It periodically retrieves from the event back end the list of event identification codes of the infected participants. It compares these event participation codes with the event participation codes stored locally by the app. If there is a match, the app issues the notification.

3.4 If an infection is confirmed in a user, experts with access rights (e.g. attending physicians or pharmacists) generate a unique activation code (Covid code), valid for a limited period, which they disclose to the infected user. This user can voluntarily enter the activation code in the app. Notification, or entry of the activation code, occurs only with the explicit consent of the infected user. The infected user can also choose whether they want to warn close contacts on the basis of the proximity tracing system and contacts on the basis of participation in an event. In addition, they can decide whether they want to trigger a notification for every event they attended during the relevant period or only for individual events.

Other users of the SwissCovid app or other interoperable apps who came into proximity, as defined in Section 3.3, with the infected user during the infectious period or participated in the same event at the same time are notified by their own apps.

The users thus notified learn that a proximity event has occurred, i.e. that they have potentially been exposed to the coronavirus, and on what date this was the case. They are not told which user has been infected and has triggered the notification. The notification of the SwissCovid app on the basis of close contact with a user who has tested positive also contains the behavioural recommendations of the FOPH and draws attention to a guide (web form) as well as the Infoline offering free advice operated by the FOPH. If the user leaves the app in order to complete the guide, the dates named in the app on which an infection may have taken place are automatically transferred to the guide.

Notifications on the basis of the check-in function cover the above-mentioned points, although here no guide or infoline is offered; the primary content of the notification is the recommendation to have a test.

3.5 Upon entering the activation code, users are made aware of which countries (see Section 2.2) the app is interoperable. Reference is made to the fact that the “Accept” field is tapped and the activation code is entered in the app – the proximity tracing system’s private keys will not only be shared within the SwissCovid app, but rather also with other interoperable apps (currently: the German Corona-Warn-App). The private keys can only be shared with all interoperable apps or not at all, in keeping with the “one world principle”.

3.6 Users who are notified by their app that they have potentially been exposed to the coronavirus may, if they provide evidence of the notification, undergo, free of charge, a test for infection with, or for antibodies to, the coronavirus SARS-CoV-2.

3.7 The app does not track the user’s location or use geolocation services.

3.8 The app cannot perform a medical assessment, order any measures (e.g. quarantine), or issue any instructions.

4. Users’ duties of care

4.1 Users are responsible for technical access to the app.

4.2 Users are required to take the necessary security measures to protect their own devices against unauthorised access by third parties and against malware.

Users’ attention is hereby drawn to the security risks associated with use of the internet and of internet technologies.
4.3 Users are required to keep the app updated. There is no entitlement to use a specific version of the software.

4.4 Users are required to check any data they enter for completeness and correctness.

4.5 When using the app, users are responsible for complying with applicable legal provisions and the Terms and Conditions of Use.

5. Liability and warranty

5.1 While the FOPH takes every care to ensure the correctness of the information, content and communications published in the app, it makes no warranty as to the correctness, accuracy, currency, reliability or completeness thereof.

The FOPH expressly reserves the right, at any time, without prior notice, to partly or completely alter, delete or temporarily not publish information and content.

5.2 To the extent permitted by law, any claims for liability against the FOPH due to material or immaterial damage, including consequential damage, arising for example from access to, use or non-use of the app and the associated information, content and communications, from misuse of the connection, from technical faults, or from infringement of the users’ duties of care, are hereby excluded.

The user is responsible for and assumes the risks of any action or behaviour undertaken on account of information, content or communications in the app, e.g. self-isolation/quarantine. The FOPH will not be liable under any circumstances for any resultant damage.

5.3 To the extent permitted by law, liability for associates and third parties is excluded.

5.4 The FOPH assumes no responsibility and makes no warranty that the functions and use of the app will be permanently and continuously available and free of errors or faults, that errors will be rectified, or that the servers will be free of viruses or other harmful elements.

The FOPH is entitled to interrupt or discontinue use of the app at any time.

5.5 The FOPH is not responsible for references and links to third-party websites. The FOPH assumes no liability for the continued existence, content or correctness of such information. Access to and use of such websites is at the user’s own risk. The FOPH explicitly states that it has no influence on the design, content or offerings of linked-to pages. Responsibility for information and services provided by linked-to websites lies entirely with the third party in question.

No responsibility whatsoever is accepted for such websites.

6. Data protection

6.1 On the basis of Article 13 of the Federal Constitution of the Swiss Confederation and the provisions of federal data protection legislation, every person has the right to privacy and to be protected against misuse of their personal data. The FOPH complies with these provisions. Personal data is treated in strict confidence.

6.2 In close collaboration with its service providers and the foreign operators of interoperable apps, the FOPH makes every effort to protect data against unauthorised access, loss, misuse or falsification.

6.3 The processing of personal data by the FOPH is governed by the Data Protection Statement of the app.

7. Termination of use

7.1 Use of the app can be terminated by the user at any time by deleting/uninstalling it from the mobile phone.

7.2 If the app is no longer required, or proves inadequate, to manage the epidemic caused by the coronavirus, the Federal Council may terminate or deactivate the app.

7.3 At the latest when the ordinances mentioned in Section 1.2 is no longer in force, the FOPH will deactivate the app and request users to uninstall it from their mobile phone.

8. Copyright, property rights and rights of use

8.1 Copyright: Federal Office of Public Health FOPH.

8.2 The information and content is made accessible to the public. The content published in the app by the FOPH is for personal use only. Any further reproduction or passing-on of content to third parties is not permissible. The downloading or copying of content, images, photos or other files does not result in any transfer of rights as regards the content.

Copyright and any other rights relating to content, images, photos or other files in this app are held exclusively by the FOPH or the specially designated rights holders. For the reproduction of any elements whatsoever, written consent is to be obtained in advance from the copyright holders.

9. Final provisions

9.1 These provisions have been issued in several languages. In the event of discrepancies, the German version shall prevail.

9.2 Use of the app is free of charge for users. Any costs arising for network access to enable use of the app are borne by the user.

9.3 The FOPH reserves the right to amend or add to the Terms and Conditions of Use at any time. The new conditions will be communicated to users in advance in an appropriate manner and will be deemed to have been accepted upon continued use of the app.

9.4 Should one provision of the Terms and Conditions of Use be invalid or inoperative, the other provisions thereof shall not be affected.

9.5 Swiss law shall apply, subject to any divergent mandatory provisions. The exclusive venue for all disputes shall be the competent Swiss court.