



General Terms and Conditions (GTC) for the Purchase and Use of swipos Services

0. Terminology

Terminology used in this document:

swisstopo:	Federal Office of Topography. swisstopo is the provider of the swipos service.
Order:	Corresponds to the «Agreement» in accordance with Article 12, paragraph 1b, Federal Geoinformation Act (SR 510.62).
Licensee:	Private client or company with whom a swipos business relationship exists.

1. Principles

These General Terms and Conditions (GTC) shall form an integral part of each order.

When submitting an order, the licensee accepts all the general terms and conditions of the swipos services. The business relationship between the licensee and swisstopo shall commence upon the submission of the initial order.

2. Access and scope of application

The order entitles the licensee to access the swipos services cited therein and to use them in accordance with the corresponding licence type.

Any attempt on the part of the licensee to access the swipos data beyond the scope permitted by the granted licence shall be deemed an unlawful act.

3. Restrictions on use of products

swipos-GIS/GEO: May only be used as a reference station for RTK positioning and for access corresponding RINEX data. The correction data may only be used for the simultaneous operation of one (1) end device.

swipos-INFRA: May be used for all types of services unless explicitly prohibited. The following restrictions apply:

- A maximum of five licences may be obtained.
- Access may not be transferred to third parties.
- The redistribution of the original raw data (1:1 transfer) is prohibited.
- The following restriction also applies for positioning services:
May not be used for differential positioning services within Switzerland (e.g. generation of virtual reference station).

4. Use of the swipos services

There are several types of licence that authorise the corresponding use of the swipos services by licensees (cf. following table):

- Commercial licence
- School licence
- Research and development licence
- Trial licence
- Demonstration licence

The licensee shall be entitled to use the following swipos services in accordance with the procured licence:

Licence type Use	Commercial licence	School licence	Research and development licence ¹	Trial licence ²	Demonstration licence
Fulfilment of business purpose	Yes	No	No	No	No
Forwarding of data to a contractor or sub-contractor of the licensee for purposes that serve the licensee's business activities	Yes	No	No	No	No
Use for educational purposes as member of teaching staff or tutor - In classrooms - In courses by educators and teaching personnel within the designated school or educational institution	Yes	Yes	No	No	No
Scientific research	Yes	Yes	Yes	No	No
Demonstration purposes, e.g. at product presentations or exhibitions	Yes	Yes	Yes	No	Yes
Development of new products and services (excl. commercial use of swipos data)	Yes	Yes	Yes	No	No
Verification of service availability and coverage	Yes	Yes	Yes	Yes	No

Any use by the licensee that extends beyond the specified scope shall be deemed an unlawful act. For any other uses whatsoever, the licensee must request the consent of swisstopo.

5. Fair Use

A flat rate licence shall entitle the licensee to reasonable utilisation of the RINEX data (principle of fair use). In the event of excessive use of the data by the licensee, swisstopo may take appropriate measures.

6. Fees

The licensee undertakes to pay all applicable licence fees. The licence fees shall be based on the Ordinance of the Federal Department of Defence, Civil Protection and Sport on fees and charges of the Federal Office of Topography ([swisstopo fees and charges ordinance](#) / SR 510.620.2). The billing period is a full calendar year. Licence fees are charged at the beginning of each billing period.

¹ For the development of products and services, limited to 3 months or project duration.

² Maximum duration 2 weeks.

7. Term and termination

The licences are valid for one year from the date of order. Unless the licensee terminates the licence, it will be automatically renewed for a further year.

Termination of a licence must be notified to swisstopo in writing. The period of notice is 30 days. The licensee shall be 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, swisstopo may terminate the agreement with immediate effect. In this case, the licensee shall not be entitled to a refund of any fees that have already been paid.

8. Transfer of swipos data

Data transfer is carried out via the means specified by the licensee and shall not form an integral part of the swipos services.

9. Operating provisions

swipos is operated as a best effort service. The service runs around the clock, the service hours and the swipos hotline correspond to swisstopo's [opening hours](#) .

No guarantee can be given for the uninterrupted and trouble-free functioning of the swipos services.

10. Data protection provisions

All data transferred by the licensee to swisstopo in connection with the order for a swipos licence shall only be used by swisstopo for information and administration purposes relating to the procured swipos services. swisstopo shall not pass on such data to other internal units or third parties.

11. Validity of these general terms and conditions

swisstopo reserves the right to amend these general terms and conditions where necessary.

swisstopo shall inform the licensee of a swipos service about any such amendments in a suitable form and without delay.

In the event of any contradictions between the various language versions of these general terms and conditions, the German version shall be binding.

12. Applicable law, place of jurisdiction

The business relationship shall be solely subject to Swiss law, in particular 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.

Wabern, August 2025.