

# HIN Access Control Service

## Service description

### Introduction and scope

The object of this service description is the HIN Access Control Service (HIN ACS). This service makes the Internet service (web application, URL resource) of a service provider (Internet service provider) of the HIN Community secure, compliant with data protection, and accessible via single sign-on.

The service description regulates the rights and obligations of HIN and the customer (service provider) regarding the initial technical connection of an instance and the operation of the HIN ACS.

In the technical sense, an instance is an individual installation of an application or, in the case of multi-client capability, a client of this application.

Information about technologies, operating systems, etc. supported and used relates to the status at the time of the creation of this service description.

### 1. Services from HIN

The HIN ACS enables differentiated access control to a sensitive Internet service based on HIN identities.

#### The HIN ACS

- **Functionality**
  - Connection to the service provider's Internet service via VPN/IPsec (or equivalent connection) for accessing and using the HIN PKI services (Public Key Infrastructure, X.509).
  - Access to the protected Internet service is only granted to those who have passed the identification checks without error and have been recognized as a registered and authorized user of HIN.
  - Requests for user authentication are routed to the HIN data center via the HIN Client, HIN Access Gateway or alternative authentication (mTAN).
- **Requirements for use**
  - Proper operation of the Internet service based on the necessary technical requirements.
  - Users of the Internet service require Internet access, a valid HIN identity, and the HIN Client software, HIN Access Gateway (HIN AGW), or the alternative authentication system set up for identification and legitimation purposes.
- **Scope of services**
  - Integration of the Internet service via HIN ACS in the HIN data center.
  - Provision of a web-based administration tool for the management of the approved HIN identities via Access Control List (ACL).

- A personal HIN identity for the customer administrator to manage the ACL of the Internet service.

Customer-specific adaptations are possible on request and depending on the offer.

The HIN PKI (Private Key Infrastructure) regulates the registration of public keys, manages them together with the corresponding certificates, and verifies their validity.

HIN undertakes to manage all identifications and keys securely. In the event of accidental disclosure of passwords or theft, misuse, or unauthorized access to the private key, HIN gives the customer the right to set up a new key (re-registration) or have the identity permanently blocked.

### **Activation**

The HIN ACS can be used from the time of implementation in the HIN data center. HIN aims to supply the product within 14 working days after receipt of the order with a fully completed implementation form. There is no guarantee in this respect.

Any adaptations or configurations applicable to the Internet service to be connected, customer adaptations in the data center, firewall, etc. that may be necessary in order to establish the secure connection are not part of the offer provided by HIN, unless expressly offered. Engineering and implementation services can be arranged on request and will be invoiced according to the hourly rates valid at the time.

### **HIN Audit Trail**

The HIN Audit Trail provides a complete record of all actions and events triggered by users/system components on the HIN platform. An audit trail entry is characterized by date and time, application or system component, action name, triggering user, etc.

If possible, an extract from the audit trail can be made available to the customer on request. The extract contains the data and attributes of the audit trail which are required for the specific request and which the customer is authorized to view.

## **2. Data use and data protection**

HIN imposes on its employees a contractual obligation of secrecy and confidentiality which shall continue to apply after the employment relationship is terminated.

The customer gives HIN the right to use his/her details to maintain the customer relationship, to provide the HIN subscriber directory and HIN services, and to make them available to other HIN participants.

The customer agrees that HIN may refer to the cooperation with the customer in its reference list (online and on paper). On HIN Home, the Internet service is visible to the entire HIN Community. Further references and their use for marketing purposes are only permitted with the prior written consent of the customer.

The customer shall comply with the obligations arising from the framework conditions for electronic data communication and inform the authorized users accordingly.

### **3. Availability and support**

#### **Availability of HIN services**

HIN undertakes to make the services offered available during operating hours. HIN aims to achieve an availability of at least 99.5% during normal operating hours (365 days a year, 24 hours a day).

Interruptions of the services caused by malicious attacks by third parties or disruptions which are not under the control of the Parties (e.g. malfunction of the Internet connection) do not count as outages. Such outages are not taken into account when calculating availability.

#### **Support services**

The service time is from Monday to Friday, 8 a.m. to 6 p.m. Central European Time (CET) (excluding Swiss federal and cantonal holidays at the HIN site). Fault messages are received during this time.

HIN support can be reached via the following communication channels:

- Phone: +41 (0)848 830 740 (EN) / +41 (0)848 830 741 (FR)
- Website: [www.hin.ch](http://www.hin.ch)
- E-mail: [support@hin.ch](mailto:support@hin.ch) (DE) / [infosr@hin.ch](mailto:infosr@hin.ch) (FR)

If the HIN ACS is faulty or not available due to a malfunction, HIN will endeavor to rectify this as quickly as possible.

The reaction time is calculated within the service time and is measured from the time of the fault message until the fault message is recorded in the HIN Ticket System. The reaction time is 24 hours.

HIN undertakes to provide support for all HIN participants (customers of HIN subscriptions and HIN AGW). The customer administrator can delegate support requests that do not originate from their own organization to HIN free of charge.

HIN reserves the right to make any amendments. Operating failures and malfunctions do not justify any claim for reimbursement.

If the customer has a fee-based, guaranteed service time in place, the service times shall change according to the agreements.

### **Acceptance of malfunctions**

HIN provides second-level support during service hours for questions related to the HIN components. The customer's first-level support receives fault messages, labels them, and forwards them to the second-level support if necessary.

In the event of a malfunction, the customer administrator contacts the HIN Call Desk, which receives the fault message and initiates its rectification.

### **Interruptions to operations**

The Parties shall inform each other, as far as possible, in good time of interruptions to service and malfunctions.

In order to achieve the best possible functionality of the service, maintenance and servicing work on the service elements is essential. HIN will keep any interruptions as short as possible and schedule them in the official maintenance window (dates on [www.hin.ch](http://www.hin.ch)) whenever possible.

### **Technical operation of the HIN platform**

HIN may entrust the operation of the HIN platform or parts thereof to third parties. It is entitled to provide them with the relevant information necessary for their operation.

## **4. Warranty and liability**

### **Documentation**

When a HIN ACS contract is concluded, the customer receives the following documents:

- Technical description
- Implementation Form

Further documentation is available online.

### **Maintenance**

HIN undertakes to regularly maintain the software and hardware used in the HIN data center in order to ensure the smooth operation of the services provided within the HIN ACS offer. This includes, in particular, the correction of system errors. Furthermore, HIN undertakes to regularly adapt the solution to the requirements of the technological environment (operating systems, Internet technologies, and standards).

HIN reserves the right to charge a surcharge for upgrades that enable an extended scope of services.

### **Reservation regarding implementation**

If, despite a positive feasibility study and order confirmation being made during implementation, it turns out that the connection cannot be realized for unforeseeable technical or organizational reasons, or only at disproportionate expense, the contractual obligation of HIN shall cease. In this case, the customer shall not be entitled to any claims for compensation or damages against HIN.

## **Specific provisions**

HIN shall be responsible for ensuring that its deliveries and services have the agreed properties, correspond to the recognized rules of technology, and do not have defects which nullify or reduce their value, suitability for normal use, or use as described in the contract. However, HIN does not guarantee that the purchased service corresponds in all respects to the customer's expectations and that it works smoothly in all applications and combinations with other programs.

Furthermore, the warranty does not extend to damages and/or malfunctions caused by the customer culpably violating the provisions of this contract.

If there is a defect, HIN shall be entitled to correct the defect three times, irrespective of the severity of the defect. If correcting the defect does not eliminate it, the customer may deduct from the remuneration the corresponding reduced value or, in the case of significant defects, withdraw from the contract.

Defects are to be reported within ten days of discovery. The warranty period is four weeks and applies to both obvious and hidden defects. It shall begin when the service is put into operation. HIN is entitled to enlist third parties to carry out improvements and interventions. In this case, it shall transfer all obligations and requirements regarding data protection, data security, and data use to the commissioned representative.

## **Liability of HIN**

Malfunctions or problems resulting from the parameterization of the HIN ACS or from the interaction of the HIN ACS with the infrastructure, hardware, or software used by the customer, or which are due to operating errors or caused by interventions in the HIN ACS, are not regarded as errors on the part of the HIN ACS.

HIN completely excludes any liability for damages caused by data provided by it. In particular, HIN accepts no liability for damage and loss of data that may be caused to the customer by computer viruses, unauthorized access, Trojan horses, hacker attacks, etc.

The warranty is also expressly subject to the general proviso that HIN cannot guarantee that the HIN ACS can be used without interruption or error in all desired combinations.

HIN shall not assume any costs for the services of the customer or third parties commissioned by the customer in connection with the containment and/or rectification of any malfunctions.

In all other respects, HIN shall be liable to the customer as stipulated in the framework of the General Terms and Conditions of Business (AGB).

### **Liability of the customer**

The customer shall be liable to HIN for damages resulting from the non-fulfillment of his/her contractual obligations, unless he/she can prove that he/she is not at fault.

## **5. Obligations of the customer to cooperate**

### **Requirements of the customer**

The software connection of the Internet service to the HIN ACS is made by the customer or an IT partner commissioned by the customer.

The customer shall provide in good time and at his/her own expense the system requirements necessary for the proper operation of the HIN ACS. The customer shall check in detail whether the proper functionality of the Internet service is subject to additional technical requirements (operating system, browser) and these are to be provided if necessary.

The responsibility for the correct integration of the HIN ACS into the customer's own IT infrastructure lies exclusively with the customer.

The administration of the access control (authorization) is the responsibility of the customer. All changes in the ACL (member entries, exits, etc.) are made by the customer.

End-user support is the responsibility of the customer. HIN reserves the right to charge a flat rate of CHF 150 for fault messages to HIN support which could be solved by the customer administrator.

### **Acceptance by the customer**

The customer shall inspect the HIN ACS for any defects immediately after delivery. If no written notice of defects is received from the customer within ten days of provision, the service is deemed to have been accepted.

### **Protection and renewal of the customer's key**

The customer is responsible for the security of his/her IT environment and the HIN keys used therein. He/she is obliged to protect their access and administration keys from misuse by means of a password (passphrase). The customer shall inform HIN immediately if he/she becomes aware of any illegal use or use contrary to the contractual stipulations of HIN services by unauthorized third parties or users attributable to the customer. HIN has the right to (temporarily) shut down the service with immediate effect in order to protect itself and third parties from damage.

During the registration process, the customer generates a public and a private key and receives a certificate from the HIN computer center. The members or employees of the organization concerned are identified as belonging to that organization by means of said certificate.

The HIN certificates comply with the international X.509 standard. The validity of the certificates is limited by HIN to three years for security reasons and must be renewed before expiry. The customer is reminded by HIN in good time by e-mail to carry out this simple procedure. If data that is relevant to the certificate is changed, the validity period may also be shortened.

The authentication features e.g. the private key, certificate, passphrase, etc. may not be transferred or sold to third parties. They may also not be transferred to another company. The customer shall bear responsibility for the consequences of any misuse of authentication features. In the event of theft, misuse, unauthorized access to the private keys or disclosure of the passphrase, HIN shall give the customer the right to generate new private keys and to re-register or have the login blocked.

### **Due diligence**

The customer shall inform all persons about the described functionality and due diligence when handling sensitive information. The customer is responsible for the security of message transmission within his network or e-mail system.

## **6. Terms and conditions of use**

### **Use**

The HIN customer receives an unlimited, non-transferable right of use from the time of delivery, successful installation, and registration. The right of use may not be transferred or sold to third parties as it would then require a separate license or agreement with HIN.

### **Licenses**

The customer may only use the HIN ACS on the licensed number of instances, for the licensed number of potential users, and only for the Internet services listed in the offer/order confirmation.

The customer is entitled to have the HIN ACS operated by a third party within the framework of an outsourcing arrangement. The customer shall ensure that the persons authorized to use the HIN ACS as well as any third party operating the HIN ACS for the customer within the scope of outsourcing, recognize the provisions of HIN as binding and do not breach them.

The property rights to the HIN ACS remain with HIN or third parties. Insofar as third parties are entitled to the rights, HIN shall guarantee that they have the necessary rights of use and distribution.

### **Penalties for misuse**

The misuse of the HIN ACS is prohibited and shall result in its immediate cancellation by HIN. In this event, the customer shall not be entitled to compensation.

In the event of a justified suspicion of illegal use or use contrary to the contractual stipulations of HIN services by the customer, its users, or third parties who have accessed HIN services via the customer's computer system, HIN shall be entitled at any time and if necessary without prior notification of the customer to prevent the dissemination, making available, or retrieval of unlawful content or to interrupt the connection to the customer, without any obligation on the part of HIN to pay compensation or other costs. This does not give the customer the right to a refund of the annual fee.

## **7. Remuneration**

### **Invoicing**

The one-off fees (initial costs) shall be invoiced after the contract is concluded. The recurring fees (operating and usage fees) are invoiced from the date of operation according to the implementation form.

Unless otherwise agreed, invoices are issued annually for flat-rate cost models and quarterly for usage-based cost models.

For billing purposes, HIN is entitled to retrieve information monthly about the stock (number of registered users) and the activity (number of active users) of the ACL.

The invoices are payable within 30 days.

### **Prices**

The prices of the signed offer (offer validity) at the time the contract is concluded, or prices announced by HIN, shall apply. HIN reserves the right to make any price changes.

## **8. Duration and termination of the contract**

The contract is concluded in perpetuity and shall come into force from the date of the order. The contract may be terminated at the end of a quarter by giving 90 days' notice. The minimum contract period is 12 months. Notices of termination shall be made in writing.

Use is to be stopped after termination of the contract. The customer undertakes to destroy the data and documents included in the scope of delivery after termination of the contractual relationship or to return them to HIN upon request.

## **9. Basis of the contract**

### **Parts of the contract**

In addition to the signed offer, this HIN ACS service description, the HIN AG framework conditions for electronic data communication (hereinafter referred to as the "HIN framework provisions") and the general terms and conditions of business of HIN AG (hereinafter referred to as the "HIN GTC") form an integral part of the contract.

In the case of contradictions among the documents, the following document order of priority shall apply:

1. Offer/order confirmation
2. HIN ACS service description
3. HIN framework provisions
4. HIN GTC



### **Amendments to conditions**

HIN reserves the right to amend this service description at any time. However, it shall provide the customer with the new service description electronically 30 days before it becomes valid.

**HEALTH INFO NET AG**

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