



Terms of Use Digital Solution COVID-19 Vaccination VacMe (as of 25 March 2021)

1. Subject matter

1. These Terms of Use govern the use of the VacMe web application, which digitally supports the vaccination process in accordance with the vaccination concept of the Canton of Zurich and the requirements of the Federal Office of Public Health (FOPH).
2. VacMe is a web application with secure access (<https://>).
 - a. Persons from the Canton of Zurich who are willing to be vaccinated can register via VacMe and book and arrange appointments at the available vaccination centres. After the vaccination, the vaccinated person receives a vaccination certificate. It should also be possible to obtain the vaccination certificate in electronic form at a later date.
 - b. For persons without digital access, a call centre commissioned by the Canton of Zurich is available through which the person willing to be vaccinated can register by telephone and reserve and arrange appointments at the available vaccination centres. The required information is recorded in VacMe by employees of the call centre.
 - c. VacMe is used by the service providers commissioned by the canton of Zurich for control, management, documentation and reporting in accordance with the FOPH's specifications.

2. Access and use

1. The Health Department of the Canton of Zurich (Gesundheitsdirektion des Kantons Zürich) grants the administrators of the vaccination locations (vaccination centres, doctors' offices, pharmacies and other vaccination centres specified by the canton) access and administrator rights to VacMe.
2. The administrators are responsible for managing the user rights of the authorised users of the vaccination and must in particular ensure that persons who no longer require VacMe for the fulfilment of their tasks no longer have access rights to VacMe.
3. Vaccination locations shall immediately report any malfunctions in the use of VacMe to the Health Department of the Canton of Zurich.
4. The Health Department of the Canton of Zurich reserves the right to change, restrict or block access to VacMe at any time in the event of suspected misuse.
5. If an accreditation as a vaccination centre is cancelled or terminated, the Health Department of the Canton of Zurich shall cancel access to VacMe

3. No guarantee of availability

1. VacMe is generally available around the clock outside of announced maintenance windows. However, it cannot be ruled out that the system may be temporarily unavailable due to unannounced maintenance work or technical malfunctions, especially during periods of very high utilisation.
2. The Canton of Zurich accepts no liability for the consequences of the unavailability of VacMe. This does not apply to explicit agreements to the contrary with the operators of the vaccination locations under the service contract.

4. Provision, operation and support of VacMe

- ^{1.} VacMe is provided, operated and maintained by an external service provider on behalf of the Health Department of the Canton of Zurich.
- ^{2.} All aspects of the operation of VacMe (security, network, performance, data backup, etc.) are ensured by the external service provider.

5. Cost

- ^{1.} The use of VacMe is free of charge.

6. Data protection and confidentiality

- ^{1.} The vaccination locations are public bodies in the sense of the law on information and data protection IDG¹ (§ 3 para. 1 lit. c). They are obliged to comply with the applicable data protection legislation.
- ^{2.} The data collected in VacMe shall not be used for any other purpose than to ensure the vaccination process. They must be effectively protected against unauthorised access by third parties
- ^{3.} The login information for VacMe must be kept secret and must not be made accessible to third parties.
- ^{4.} Further information on the processing of personal data in connection with vaccination can be found under [this link](#) on the website of the Department of Health.

7. Liability

- ^{1.} The Health Directorate and the external service providers accept no liability for damage caused by the use of VacMe. The use of VacMe is at the user's own risk.

8. Jurisdiction and applicable law

- ^{1.} Any disputes arising from the use of VacMe shall be subject to the exclusive jurisdiction of the courts at the seat of the cantonal administration in Zurich. Swiss law is the only applicable law.

9. Contact

- ^{1.} For questions regarding the vaccination concept:
Health Department of the canton of Zurich / Gesundheitsdirektion Kanton Zürich
Kantonsärztlicher Dienst
Stampfenbachstrasse 30
8090 Zürich
- ^{2.} For questions regarding VacMe:
Health Department of the canton of Zurich / Gesundheitsdirektion Kanton Zürich
Bereich Digitalisierung
Stampfenbachstrasse 30
8090 Zürich

¹ Gesetz über die Information und den Datenschutz vom 12. Februar 2007 (IDG; LS 170.4).