

General Terms and Conditions for the project „TimeUse+“

Updated: July 2022

§ 1 Scope of the application

We, ETH Zürich, IVT - Institute for Transport Planning and Systems, Stefano-Franscini-Platz 5, 8093 Zürich, CH, (hereinafter referred to as "we" or "ETH Zurich"), are providing you with a smartphone application (hereinafter referred to as the "app"), with which you (hereinafter also referred to as the "user") can track your movements and your mobility free of charge during your everyday activities within the framework of the General Terms and Conditions, as well as take advantage of other services (hereinafter referred to in general as the "service"). The following General Terms and Conditions shall be exclusively valid for the app as well as for all agreements and business relationships between ETH Zurich and yourself. No differing conditions shall be recognized, unless ETH Zurich expressly agrees to their validity in writing.

§ 2 Registration

1. By using the app you consent to the General Terms and Conditions and Data Privacy Provisions for "TimeUse+" valid at the time of your registration.
2. You may register if you are legally capable of concluding contracts without restrictions and if you have been invited to a mobility study by ETH Zurich. We reserve the right to reject your registration without providing grounds for doing so.
3. You may only register as a natural person. Legal entities are not allowed to open an account. You may only hold one account at a time.
4. We reserve the right to delete your account if you have not used the service for a period of at least six months, if the survey period for the respective study has elapsed, or if we can no longer reach you through the e-mail address you have provided.

§ 3 Movement Data

1. After registering successfully, you can start recording your personal mobility diary using the app. To do so, the app on your smartphone will collect your movement data (hereinafter referred to as "**movement data**"). After waypoints have been transmitted to our server, the app automatically analyses which means of transportation you are using to travel (e.g. walking, biking, driving, or riding the subway, train, etc.). The app shows you your trips, which it determines using these waypoints ("**stages**"). You can view a geographical representation of the individual stages on a map.
2. The smart app also summarizes your personal movement data using statistics, which provide information on the number of types of transportation you have used, on what percentage of the time you use each one, and on your CO2 emissions and environmental footprint.
3. You decide when and for how long the app records your movement data. You are free to start, interrupt, or end the recording at any time. However, please adhere to the guidelines of the respective mobility study.
4. Although our technology is highly precise, it is possible that the app may create incorrect stages in some individual cases. You can and should correct these incorrect stages through your account.

§ 4 Liability of ETH Zurich

1. ETH Zurich shall undertake appropriate efforts and measures to offer you a secure reliable service. However, interruptions due to technical errors or maintenance work are possible.
2. ETH Zurich reserves the right to change the service at its own discretion. Any liability of ETH Zurich for damages resulting from use of this service is hereby excluded.

§ 5 Blockage, Deletion

1. You may delete individual pieces of data or your entire account at any time. To do so, simply send an e-mail to timeuse@ethz.ch or get into contact with us.
2. If your account is deleted, we will delete all of your data we have saved. If your data is included an analysis of raw data sets which has already begun, your data will continue to be included in these data sets in an anonymized form. Of course, your data will be removed from the live system, meaning it will not be included in further analyses.

§ 6 Further

1. For all disputes Swiss law applies. The sole place of jurisdiction is Zurich.
2. Insofar as a provision of these General Terms and Conditions is invalid, this shall not affect the validity of the remaining provisions.
3. This document was originally published in German and has been translated into English. The content of the German original shall overrule in case of differences in the content of foreign-language versions.