

## Article 1 - Scope of application

1.1 Terms beginning with a capital letter have the meaning defined in this Contract, or, failing that, by the definition given in the Infomaniak Lexicon available on the Infomaniak Site.

1.2 The Special Conditions apply without restriction or reservation to the Radio Streaming Service (hereinafter "Radio") offered by Infomaniak. They complete but will prevail over the Terms and Conditions of Use (hereinafter referred to as "TCU") if a contradiction should appear between these documents.

1.3 In accordance with Infomaniak's TCU and according to the terms and conditions set out therein, these Special Conditions may be modified to take into account any legal, jurisprudential or technical evolution.

## Article 2 - Description and scope of the Service

2.1 Infomaniak provides servers that allow the broadcasting of radio content on the Internet using the streaming technique.

## Article 3 - Invoicing

3.1 The amount to be paid for the Service is set out on the Site and during the ordering process.

3.2 Details of the billing process are set out in the T&Cs in the Payment Terms section.

3.3 If the Customer chooses the Flat Rate, any overrun of the quota will be invoiced the following month according to the rates of the Offer chosen by the Customer and any Giga Byte started will be invoiced in its entirety.

3.4 Infomaniak endeavours to warn the Customer in good time before the end of the service. However, it is the responsibility of the Customer to respect the deadlines. If the price of the renewal fixed in the tariff is not paid in full, Infomaniak will not be able to carry out the renewal requested by the customer and the devices that try to send files will stop being saved. In this case, Infomaniak will suspend the Service one (1) day after the end of the contract and will delete it after a further ninety-nine (99) days, i.e. one hundred (100) days after the end of the contract. The deletion of the Service will result in a definitive and non-recoverable deletion of the data previously saved.

## Article 4 - Infomaniak's obligations and responsibilities

4.1 Infomaniak undertakes to carry out all the tasks incumbent upon it in accordance with these special conditions, with all due care and with the required degree of competence.

4.2 The Customer is informed that Infomaniak's intervention within the framework of the subscription of a contract relating to the Service is limited to the provision of the material and network resources necessary for the correct operation of the Service.

4.3 Infomaniak does not give any guarantee related to the consequences of the use of the Service by the Customer.

## **Article 5 - Customer's obligations and responsibilities**

5.1 The Customer is solely responsible for the retransmissions made and assumes all risks associated with them, including those relating to intellectual property or other legal claims.

5.2 The Customer is responsible for procuring and configuring any hardware that may be required to broadcast the streams. In addition, the Customer is required to respect the terms of use of any third-party software used to process and transmit the generated streams.

5.3 In addition, the Customer undertakes to: • respect the copyright legislation in force in its country of residence (or that of the studios/structures distributing the information); • only broadcast content for which it owns the rights (this excludes any material taken from radio/television channels but also its own radio/video that would contain sounds/images of people who have not given their consent); • pay broadcasting rights to official Organizations such as SACEM, SCP, SPPF, SUISA, SABAM, SOCAN, etc.

## **Article 6 - Backup and location of data**

6.1 All data transmitted by the Customer to Infomaniak is stored and hosted exclusively in data centres located in Switzerland which are the property of Infomaniak.

6.2 The Customer is responsible for the proper configuration and use of the Service. It is responsible for implementing its own measures to maintain appropriate security, protection, backup, and availability of its content.

6.3 The Customer acknowledges that any termination, whether as a result of non-payment or voluntary or involuntary action on his part, will result in the immediate, definitive and irrecoverable deletion of all data contained in the Service. The Customer shall take care to repatriate all his data in advance in the event of early and voluntary termination.

## **Article 7 - Privacy Policy**

7.1 Full details of the Privacy Policy can be found on the website <https://www.infomaniak.com/en/legal/confidentiality-policy>.

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