

## 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 Video Streaming Service (hereinafter referred to as "Streaming") offered by Infomaniak. They complete but will prevail over the General Terms of Use (hereinafter referred to as "GTU") 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 a Service that allows the broadcasting of live video media on the Internet using a streaming technique.

2.2 The Customer has the opportunity to test the Service free of charge for a period of thirty (30) days, details of which can be found on the sales page of the Service.

## 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 Any overrun of the quota will be invoiced the following month in accordance with the rates of the Offer chosen by the Customer and any Giga Byte started will be invoiced in full.

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

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 thirteen (13) days, i.e., fourteen (14) days after the end of the contract. The deletion of the Service will imply a definitive and non-recoverable deletion of the data saved until then.

## 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 reserves the right to interrupt or limit its services to the Customer, in order to carry out a technical intervention to improve its operation.

4.4 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 broadcasts made on the Service and assumes all risks associated with them, including those relating to intellectual property or other legal claims.

5.2 In respect of any standard software and any other software developed or provided by third parties, the Customer agrees to accept and abide by the terms and conditions applied by third parties to the rights of use, licence and service associated with such software.

5.3 The Customer understands and agrees that Infomaniak will not be liable to the Customer for any loss, including indirect, incidental, special or consequential damages, incurred by either party as a result of the loss, theft, unauthorized disclosure, unauthorized manipulation, alteration, deprivation of use or any other compromise of the identifiers or passwords used by the Customer.

5.4 In addition, the Customer undertakes to: • respect the copyright legislation in force in its country of residence; • only distribute content to which it owns the rights; • pay broadcasting rights to Organizations such as SACEM, SCPP, SPPF, SUISA, SABAM, SOCA, 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 configuring and using the Service correctly. It is responsible for implementing its own measures to maintain appropriate security, protection, backup and availability of its data.

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