

## Terms and Conditions of use Video Insider

### 1 Acceptance of the terms & conditions of use

These terms & conditions of use (hereinafter TCU) as an annex to the "Video Insider" contract govern the relationship between Swisscom Broadcast AG (hereinafter referred to as "Swisscom") and the User (hereinafter referred to as USER) who uses the products, software, services and websites of Swisscom (collectively referred to as the "service").

### 2 Swisscom License

Swisscom grants USER a personal, non-transferrable, non-exclusive license and limited right to use the service provided by Swisscom in the context of this TCU.

It is expressly forbidden for USER, or any third party authorized by USER, to copy, modify, create a derivative product, dismantle, effect reverse engineering, decompile or otherwise attempt to extract the source code of any or part of the service.

USER is not authorized to sell, resell, trade, rent or sub-license his right to use the service.

USER agrees not to reproduce, duplicate, copy, sell, trade or resell the service for any purposes whatsoever.

### 3 Duty of USER

USER must assure confidentiality of all access data (username and password) to the service and protect them from any abusive use by unauthorized persons. USER shall bear all risks arising from the disclosure of his access data or those of his representatives.

USER bears all the consequences arising from the use (including abusive use) of his access data or those of his representatives, including possible damages suffered by Swisscom. In particular, USER is responsible for all activity carried out on his account.

USER agrees to use the service solely for purposes authorized by the TCU and by the relevant legal requirements.

USER is not authorized to access (or attempt to access) the service, or any part of it, by any means other than via the interface provided by Swisscom.

USER agrees not to engage in any activity that interferes with or disrupts the service.

USER is solely responsible for backing up his data including the video content available on or through the service.

USER is liable for all use of the service taking place on his account, even by unauthorized third parties. In particular, USER is liable for the data recorded on the service as well as the data exported from the service, whether by USER or a third party.

USER must use the services in accordance with all applicable laws and regulations in particular data protection and video surveillance regulations. Swisscom explicitly disclaims any liability in this regard.

USER will not use the provided service to commit or facilitate criminal acts. USER must take appropriate and necessary measures to prevent any criminal use of the service.

USER is liable for any breach of obligations under this TCU and for the consequences thereof including any loss or damage suffered by Swisscom, affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors.

#### **4 Duty of Swisscom**

Swisscom shall use reasonable skill and due care in providing the service and implement the technologies needed to ensure quality and availability of the service.

Swisscom does not guarantee that USER will be able to connect to the service at all times.

Swisscom will interrupt the access to the service to assure service maintenance in order to update or correct the service, to deploy security patches and for maintenance.

Swisscom may use third parties to provide the service.

#### **5 Data protection**

##### **5.1 In Relation between USER and Swisscom**

All data collected by Swisscom will be used and processed within the framework of the current data protection regulation of Switzerland.

USER expressly agrees that his data including his personal data will be stored and that Swisscom may use the stored data anonymously to enhance the quality of the service. the personal data of user will not be transferred to third parties unless:

- Swisscom has the consent of user to do so,
- the third party is a subcontractor or a member of the group of companies of Swisscom, who is processing personal data on her behalf securely and in accordance with her instructions or,
- it is otherwise authorized under the swiss data protection act.

USER must use the service in accordance with all applicable laws and regulations in particular data protection and video surveillance regulations. Swisscom explicitly disclaims any liability in this regard.

USER will not use the provided service to commit or facilitate criminal acts. user must take appropriate and necessary measures to prevent any criminal use of the service.

USER is liable for any breach of obligations under this TCU and for the consequences thereof including any loss or damage suffered by Swisscom, affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors.

##### **5.2 In Relation between the USER and his customers.**

The USER asserts that he uses the service in accordance with the Swiss Data Protection Law with regards to his customers and his obligations in his duties in full to his customers (such as the possible obtaining of the consent of the persons concerned and/ or the express reference to an inspection in its business premises). The USER withholds any claims from end user of the use of the service at his own expense and indemnifies Swisscom against all claims of end customers in full (including possible legal costs).



## 6 Intellectual Property rights

USER acknowledges and agrees that Swisscom is the sole owner of all intellectual property (IP) rights, title, and interest in IP rights or to any works made, conceived, or developed by Swisscom's employees, affiliates or contractors, and all IP Rights acquired by Swisscom or otherwise owned by Swisscom relating to the service or any modifications pursuant to the performance of the service. User has not IP rights with regard to the service.

USER acknowledges and agrees that he will not use such proprietary information or materials in any way whatsoever except for use of the service in compliance with this TCU. No portion of the service may be reproduced in any form or by any means, except as expressly permitted in this TCU. USER agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the service in any manner, and USER will not use the service in any unauthorized way whatsoever.

Nothing in the TCU gives USER the right to use the trade names, trademarks, service marks, logos, domain names or any other distinctive signs of the service or Swisscom and its affiliates.

## 7 Term and Termination

Swisscom can terminate the service provided to USER immediately by written notice if:

- a. USER in not accepting this TCU, violates this TCU or is in default of payment, insolvent, declared bankrupt or subject to debt restructuring;
- b. USER makes any false representation, report or claim in connection with this TCU and the service;
- c. USER violates or is suspected to violate applicable international, national, regional and local laws and regulation, in particular data protection and video surveillance regulation.
- d. USER engages or is suspected to engage in fraud, criminal conduct or willful misconduct;
- e. A third party with whom Swisscom provides the service ends its relationship with Swisscom or ceases to provide an important element for the service;
- f. Swisscom is required by law, an authority or a court to do so.

## 8 Modification of the Terms & Conditions of use

Swisscom reserves its right to modify at any time this TCU. The modified TCU applies immediately when user logs into the service and accepts the modified TCU.

## 9 Waiver

USER acknowledges that if Swisscom fails to exercise or waives a right or remedy foreseen by this TCU (or to which Swisscom may be entitled in virtue of applicable legislation) this will not be considered as a waiver by Swisscom of the right or remedy in question. These rights and remedies will remain available in the future.



## 10 Severability Clause

If any part of this TCU is held invalid or unenforceable, that part will be construed in a manner consistent with applicable law, to reflect, as nearly as possible, the original intentions of this TCU, and the remaining parts of this TCU will remain in full force and effect and will continue to be binding and enforceable.

## 11 Applicable Law

The rights and obligations of the parties hereunder shall be construed, enforced and governed in accordance with substantive country law without regard to its conflict of laws principles. The un convention on contracts for the international sale of goods is explicitly excluded.

## 12 Jurisdiction

Any dispute, controversy or claim arising out of or in relation to this TCU, including the validity, invalidity, breach or termination thereof shall be settled by the court in registered office Swisscom.