**Article 1: Terms and conditions of use**

Please read the terms and conditions of use for the Broadcast Radio product carefully. Any use of this product, whether they are free of charge or paid for, assume that you undertake to observe these terms and conditions for the product.

**Article 2: Term of contract**

This contract is concluded for term of one month or twelve months depending on the product or products ordered. In the case of a contract being concluded for one month, the contract shall be renewed tacitly from month to month. For a contract with a term of one year, the contract shall be renewed tacitly from year to year.

**Article 3: Validity of contract**

From the time when an audio stream is available for the customer and when the terms of this contract have been accepted by the client online, acceptance of the terms and conditions for the audio streaming product is deemed valid.

**Article 4: Change in the general terms and conditions and change in prices**

Changes or updates to the terms and conditions may be reviewed at any time from the admin console made available by Infomaniak Network SA in order to manage the product. In the case of changes or updates to the terms and conditions, Infomaniak Network SA will only send email communications to those persons who have been registered as the owner and the administrator for the product. Changes and updates to this contract are deemed to be accepted if the client does not register their lack of agreement with the new contract within two weeks by post.

**Article 5: Termination**

Premature termination on the part of Infomaniak Network SA is authorised when one of the clauses in this contract is not observed or no longer observed, without compensation and without the customer recovering the data or other specific arrangement.

Premature termination by the Customer is possible at any time. The fact of deleting all the streams made available by Infomaniak Network SA from the admin console signifies termination of this contract. Deletion of the audio streaming product by the customer does not result in reimbursement and outstanding invoices related to this contract remain due in their entirety.

**Article 6: Payment of invoices**
Annual invoices are issued for 12 months in advance, monthly invoices are issued a month in advance. If the traffic has been exceeded over one month in relation to the product ordered, we will bill the excess traffic the following month. Our invoices are due within 30 days. There will be reminders for payment sent by post or costs for reminders. Two weeks after the due date for each invoice, an email will be sent to the contact email addresses given in the contract, as well as a text message if a mobile number has been entered.

30 days after the due date for an unpaid invoice (regardless of the amount), the account will be blocked automatically. If nothing has been heard from the client within 60 days of the due date of the invoice, the account will be cancelled and the data will be irreversibly destroyed, without revendicable compensation or damages by the client. A stream, that for example been blocked following an unpaid invoice, can only be unblocked when conclusive proof of payment is received (confirmation by out bank, online payment via credit card, etc.). No other payment instruction will be taken into account.

**Article 7: Responsibilities**

It is essential that you are aware of the importance of the contact email addresses which are given in our admin console for the owners and account administrators. These are the contact persons who receive the notifications of invoices and due dates. Infomaniak Network SA shall send all important communications exclusively by way of electronic addresses. Infomaniak Network SA undertakes to make services available 99.9% (apart from normal maintenance of the machines and exceptional circumstances, such as earthquake, floods, fire, etc.). In the event of a longer break in service, Infomaniak Network SA will credit your account with the amount corresponding to the excess time. Infomaniak undertakes to provide the best possible service. However Infomaniak cannot be held liable for any technical problems beyond their control, such as, in particular, disconnection, overloaded line or hardware failure. Under no circumstances shall the Client be able to assert claims for damages or compensation resulting from technical problems of whatever nature.

The customer assumes full responsibility for how the streaming made available by Infomaniak Network SA is used. Infomaniak Network SA reserves the right to refuse and/or terminate any streams that contravene moral standards and the rules of conduct strived for by the latter, and this without justification. Furthermore, if the stream contents contravene current or future Swiss law, the client is the sole person liable before the courts. He/she undertakes to reimburse Infomaniak for all costs or other if Infomaniak Network SA is found to be an accessory to the client's illegal activities. As it is, the customer has total freedom as to the contents of the audio streaming ordered, provided it conforms to the laws and regulations of Switzerland. Specifically, publishing of any form or content associated directly or indirectly:

- with pornography
- with paedophilia
- with hacked programs
- of a racist nature
- with illegal activities
Infomaniak Network SA reserves the right to block access at any time and without advance warning to any stream that it deems not to conform with Swiss or international law and that is thus serving as a vehicle for unlawful information.

**Article 8: Broadcast rights, protected material**

You must observe the legislation regarding the current copyright laws in your country of residence (or that of the studios / organisation broadcasting the information). You cannot broadcast contents for which you do not own the rights. This thus excludes from the outset streams captured from radio/television channels but also your own radios/videos which contain sounds/images of persons who have not given you their consent.

You should pay for the broadcast rights (from organisations like SACEM, SCPP, SPPF, SUISA, SABAM, SOCAN, etc.).

The right of private copying however permits you to broadcast works with protected content provided you restrict the audience for your broadcast to a strictly private setting, as our system allows for.

Amendment dated 17/09/2013