Audio streaming

Article 1 - General

The Special Conditions apply without restriction or reservation to all radio streaming services offered by Infomaniak Network SA (henceforth "Infomaniak") to any physical person or corporation (henceforth "Customer").

The Special Conditions override the General Conditions of Use (henceforth "GCU") should any contradiction come to light between these documents.

Only the French version of this document is authoritative.

Article 2 - Description of service

For the purposes of providing the Radio Streaming service, Infomaniak provides the customer with services enabling them to stream live audio media.

Article 3 - Billing

Applicable prices and the monthly outgoing traffic quota included are available at www.infomaniak.com and depend on the plan chosen. Traffic in excess of the quota is billed the following month on a pro rata basis.

Infomaniak reserves the right to ask the Customer to pay a deposit covering the Customer's resource use, whenever Infomaniak deems this necessary in view of the Customer's use of the service.

Article 4 - Infomaniak's obligations and responsibilities

Infomaniak undertakes to:

- respond as quickly as possible in the event of an incident not caused by misuse of the service by the Customer

Infomaniak may not be held liable in the event of:

- any fault, negligence, omission or failure on the part of the Customer, or failure to follow advice given

- any fault, negligence or mission on the part of a third party over which Infomaniak has no control

- a force majeure, event or incident beyond Infomaniak's control (see Article 7 of the GCU)

- misuse of service by the Customer or their customers
Audio streaming

- partial or total destruction of transmitted or stored information as a result of errors directly or indirectly attributable to the Customer

- total or partial failure to comply with an obligation and/or failure of operators of Internet-bound networks, and access providers in particular

Infomaniak reserves the right to suspend services to the Customer in order to carry out servicing in order to improve the operation thereof.

Infomaniak will then inform the Customer, within reasonable time and insofar as possible, of the nature and duration of the intervention, in order for the Customer to make arrangements. Where applicable, the connection will not be re-established until remedial action has been completed by the Customer.

Infomaniak provides no guarantee with respect to the consequences of use of the service by the Customer.

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

The customer undertakes to:

- comply with current copyright legislation in their country of residence (or that of the studios/organisations broadcasting the information)

- stream only content to which they hold the rights (a priori, this therefore excludes both material captured from radio/television channels and the Customer's own radio/video streams containing sounds or images from persons who have not given permission)

- pay any distribution rights (to organisations such as SACEM, SCPP, SPPF, SUISA, SABAM, SOCAN, etc.)

**Article 6 - Court of jurisdiction and applicable law**

The Customer undertakes to comply with Swiss and international law in force for the entire duration of the contract.

In addition, Infomaniak will endeavour to comply with the judgements of authorities from OECD member countries.

Any dispute in relation to the present contract, or the signing, enforcement or termination thereof, is governed by Swiss law, with the sole court of jurisdiction being in Geneva, subject to any appeal to the Federal High Court (Tribunal Fédéral) in Lausanne.
Amendment dated 02/06/2014