

## SRG Developer Portal Terms and Conditions

### 1. General

The SRG Developer Portal (hereinafter "SRG Developer Portal" or "Portal") is a programming interface (hereinafter "API") that enables data recipients to use designated SRG data ("SRG data") for research and development purposes.

The provisions apply to the registration and use of the Portal by the data recipient. They are deemed to have been received and accepted when the data recipient clicks the button "yes" in order to confirm having read and accepted these Terms and Conditions as contractual base to use the SRG data for research and development purposes.

SRG uses a cloud service to run the SRG Developer Portal. This cloud service is provided by Apigee, a third-party service provider.

SRG may at any time change or stop the services of the Portal and limit the numbers of registrations.

### 2. SRG Developer Portal

#### 2.1. General

The Portal is run by SRG and will provide the data recipient with access to the SRG data referred to as "public" (subsequently referred to as raw data). Subject to the following provisions, the data recipient is free to use the raw data for research and development purposes.

#### 2.2. Access

The data recipient must register to gain access to the Portal. After the registration, SRG will provide the data recipient with one or more keys (subsequently: API keys). The API keys provide access to various types of raw data. The data recipient must indicate the intended use of the data before each key is granted.

The Portal functionality is provided by Apigee on behalf of SRG.

SRG can restrict access to the Portal by limiting the frequency with which an API key can be used.

The data recipient is responsible that registration details are complete and correct. The data recipient can at any time correct or delete the personal data entrusted to the SRG.

#### 2.3. Exclusion of Liability

To the extent legally permissible, SRG is excluded of all liability for losses arising from the use of the data. This applies to all types of

loss or damage, in particular to those arising from faults, delays or interruptions in the transmission, malfunctions in the technical system and service, incorrect content, loss or deletion of data, viruses, or in any other form while the Portal is used. SRG assumes no warranty for the validity, accuracy, integrity or precision of the published raw data.

### 3. Duties of the data recipient

#### 3.1. Research and development only

The data recipient is permitted to process the raw data or to enrich it in conjunction with further data and to use this processed data for scientific analyses and evaluations, to publish it in printed or electronic form and to develop applications.

The raw data and the enriched raw data may only be used for research or development purposes. It may not be used for commercial purposes.

#### 3.2. Allowed Use

The data recipient must ensure that the processed data does not give a false or excessively simplified impression of the raw data provided.

In the case of printed publications of processed data, the data recipient must update the underlying raw data at an interval commensurate to the purpose of use. The data recipient must also refer to the [api.srgssr.ch](https://api.srgssr.ch) website as the source in the processed data, analyses, evaluations, publications and applications.

The data recipient must always provide a clear reference to the sources («[api.srgssr.ch](https://api.srgssr.ch)») or source materials.

Content accessible through our APIs may be subject to third party intellectual property rights, and, if so, the data recipient may only use it if the data recipient is licensed to do so by the owner of that content or is otherwise permitted by law. Content accessible through our APIs may also contain third party's personal data and if so, the data recipient may only use it in accordance with the applicable data protection laws.

#### 3.3. Prohibited use

The data recipient undertakes

- not to exceed the maximum usage frequency limit
- not to bypass the maximum limit in any way;
- not to infringe on the rights, in particular the intellectual property rights, of any third parties;
- not to pass on the raw data or the API to third parties nor issue a sublicense, not to sell or lend the data or make it available to third parties in any other way, or to make commercial use of it in any way.
- not to use the raw data for commercial purposes, and in particular, not to sell or make available in any other

commercial form the raw data, enriched raw data, analyses, evaluations, publications and applications or access to these;

- not to disrupt or attempt to disrupt the functioning of the Portal;
- not to store or duplicate the raw data or enriched raw data, unless storage is expressly permitted.
- to use SRG's graphical elements only with the prior written consent of SRG

### 3.4. Handling of API keys

The data recipient is responsible for safely storing the access details, including the password and API keys. The data recipient is not permitted to pass on his/her access details or API keys to any third party. The data recipient is liable for any misuse resulting with the help of the access details or the API keys provided to him/her.

### 4. Consequences of misuse

Should there be indications of use that is illegal, or in breach of contract or these provisions, SRG may block a user's access to the Portal and all API keys without warning or compensation.

The data recipient holds the SRG harmless from all third party claims arising against SRG from use that is illegal or in breach of contract or these provisions. Furthermore, the data recipient is liable for damages to SRG resulting from the illegal or non-contractual use of the raw data or the enriched data, particularly if it is passed on to third parties for commercial exploitation.

### 5. Data protection

The SRG Developer Portal services can only be used on provision of personal details, in particular the user's first name / last name and e-mail address. The purpose of processing these personal data is limited to the administration of the registration and the use of the SRG Developer Portal.

SRG and/or its third party service provider will process the personal details in accordance with the applicable data protection laws.

The data recipient guarantees to comply with applicable data protection laws, especially the EU GDPR and the Swiss FDPL.

SRG uses the cloud service of Apigee to make the Portal available. The login details, including the IP address, browser and device details as well as usage data for the API keys are transferred to servers in Germany and stored there. Apigee processes the data on behalf of SRG in order to provide a reliable service on the Portal. This includes, in particular:

- access control through user accounts and the exchange of registration details between SRG and Apigee
- monitoring of API key usage frequency by SRG and Apigee
- processing of personal data in order for SRG and Apigee to support user management, social logins create push messages
- creation of usage analyses by Apigee for SRG

The data recipient explicitly accepts the processing of his/her data by SRG and Apigee in accordance with the Terms and Conditions.

### 6. Changes to the Terms and Conditions

SRG expressly reserves the right to modify these Terms and Conditions and Privacy Statements at any time. SRG will publish any such changes immediately on the Portal. It is up to the data recipient to stay abreast of the current version of the Terms and Conditions and Privacy Statements on the SRG Portal.

### 7. Applicable law and place of jurisdiction

This Agreement shall be governed exclusively by Swiss Law. The parties hereby submit to the exclusive jurisdiction of the courts located in the city of Berne for resolutions of any disputes arising out of this Agreement.