

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 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 click these Terms and Conditions as part of the registration process. SRG is the contractual partner.

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 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») 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 parties personal data and if so, the data recipient may only use it in accordance with the Swiss Federal Act on Data Protection.

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

- 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

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

SRG attaches importance to the protection of privacy.

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 e-mail details will not be published by the SRG.

SRG and/or its third party service provider will process the personal details in accordance with the applicable data protection laws. The data recipient can at any time correct or delete the personal data entrusted to the SRG.

SRG uses an Apigee cloud service 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

Making personal data available via the Internet always involves some risk and there is no technological system that is entirely impervious to tampering or sabotage. SRG will try to take reasonable precautions to prevent unauthorized access to personal data and unauthorized use or falsification of such data and to minimize the associated risks.

From time to time, data to identify the computer or network may be stored on the data recipient's computer. This type of data is referred to as "cookies" and consists of text files that are stored on the hard disk. They do not contain any personal data but facilitate the use of the Portal. Cookies help SRG to provide personalized content without requiring the data recipient to log in anew for each visit. The data recipient can configure the browser to issue a warning on the screen before a cookie is stored. Alternatively, the data recipient may choose not to allow any cookies at all. In this case, however, certain services cannot be used.

SRG sometimes uses Digital Analytix, an analysis service offered by comScore, and Net-Audit, a product of Net-Matrix AG, to measure and analyse Portal use. Cookie information about the use of the Portal (including the attendant IP address) is transmitted to the comScore servers in the Netherlands or those of Net-Matrix AG in Switzerland and then stored there. The analysis service evaluates the use of the Portal on behalf of SRG and creates reports about activities on the Portal for SRG. The cookies cannot be used to identify your device outside the Portal.

The Portal contains functions (Plugins) of different Social Media Platforms belonging to third parties (facebook, Google+, etc.). By accessing the Portal the Plugins may automatically transfer data to those third parties. In the case where the data recipient is logged-in on a Social Media Platform, the visit of the Portal may be assigned to the Social Media Account. SRG has no influence on the way these data are transferred.

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.