

Terms and Conditions of Use for FreqCoord (Frequency Coordination)

I. Introduction

- 1.1 Wireless microphones and in-ear monitor systems, Wireless Intercom, Walkie Talkie, Telemetry as well as Wireless Camera (hereinafter referred to as “Wireless Equipment”) are used for producing radio and television programmes and at all types of events. These devices use the same frequency range as Digital Terrestrial Television (DTT) distribution. Because frequencies have been re-allocated to mobile phone operators, the effective frequency range available to Wireless Equipment (has become smaller. As a result, there are increasing bottlenecks in the remaining available frequency spectrum when these devices are used. The “**FreqCoord**” tool provides information about the primary use of the frequencies and also simplifies the planning and coordination of Wireless Equipment activities. The FreqCoord web application helps to coordinate the use of Wireless Equipment at events to ensure that as far as possible no interference is experienced; it also displays the DTT interferences within Switzerland and Germany (other countries may follow) as well as the frequencies which cannot be used. The intellectual property rights for FreqCoord, meaning the rights such as copyrights, trademark rights, rights in trade secrets, database rights and any other intellectual property rights (registered or unregistered) throughout the world, are vested in SRF Schweizer Radio und Fernsehen, a subsidiary of Schweizerische Radio- und Fernsehgesellschaft (hereinafter referred to as “**SRF**”).
- 1.2 Once the user has registered by creating an account and once his/her registration has been confirmed by SRF, the contract set forth below shall be deemed to be concluded:

II. Scope of Use

- 2.1 SRF shall provide applicants with use of the FreqCoord - the Online Frequency Coordination Tool (hereinafter referred to as “**FreqCoord**”), including any services, content and software (“**Services**”), subject to these Terms and Conditions of Use and any documents referred to therein (collectively referred to as the “**Terms**”). An applicant may be an individual or an enterprise.

III. Terms and Conditions of Use

- 3.1 Registration process with <https://www.freqcoord.com>

By registering, the applicant acknowledges and agrees to the Terms for him/herself or for and on behalf of the enterprise which he/she represents, and thereby becomes a user (hereinafter referred to as “**Registered User**”) as follows.

- 3.1.1 Registration as an **Individual User** requires an account to be created on the FreqCoord website <https://www.freqcoord.com> (access described in section 4.3). The minimum details required for registration are:
 - a. Email address;
 - b. Password;
 - c. First name and last name of Individual User;
 - d. Address details of Individual User (incl. postcode, town and country); and
 - e. Phone number.

If no written or electronic confirmation is received within 14 calendar days of registering, confirmation by SRF shall be deemed to have been tacitly given.

3.1.2 Registration as an **enterprise** requires a two-step process of registering as a High Frequency Officer or **HF Officer**:

- a. A registration application must be sent to support@freqcoord.com (hereinafter referred to as the “**Administration Office**”) with the following details:
 - a. First name and last name of HF Officer;
 - b. Full legal name of the enterprise and address details (incl. postcode, town and country); HF Officer's email address; and
 - c. HF Officer's mobile phone number.
- b. The application will be checked by the Administration Office and, if all the criteria have been met, the applicant will be informed either in writing or electronically that he/she has been assigned the user role of an HF Officer. The decision will be based on the following criteria:
 - a. FreqCoord may only be used for approved countries and/or Swiss events;
 - b. FreqCoord will not be used for commercial activities or exploited for commercial purposes, for example, used in return for payment (except when a licence package is purchased).

3.2 SRF retains the right to delete users whose registration information has not been correctly recorded or who are not active within a period of 6 (six) months, except for the category of Premium Users and HF Officers, for which a period of 12 (twelve) months applies.

IV. Fees and Use

- 4.1 FreqCoord's standard functions are available free of charge.
- 4.2 Additional functions may be purchased as a licence package. The additional functions are activated following receipt of payment and remain valid for a specified time. The different licence packages, their prices, validity and order processing may be viewed at <https://www.freqcoord.com> under the tab “Features and Pricing”.
- 4.3 FreqCoord may be accessed exclusively through the web application at the following URL address:
 - <https://www.freqcoord.com>

V. Liability and Warranty

- 5.1 To the extent permitted by law, SRF shall be liable neither for the correct functioning nor for the proper application of frequency administration via FreqCoord, nor for any resulting loss or damage. This shall apply to all types of loss or damage, in particular to loss or damage arising from faults, delays or interruptions to transmission, technical system and service malfunctions, incorrect content, loss or deletion of data, viruses or in any other way when using FreqCoord. Nor shall SRF be liable for interruptions to the quality of access due to force majeure or because of occurrences for which SRF is not responsible, including but not limited to communication network outages. SRF accepts no responsibility for ensuring that the website functions without any interruptions or faults or for ensuring that any faults which do occur are rectified. Use of FreqCoord does not guarantee that it can be applied without interference or disruption.
- 5.2 Any warranty shall be excluded.

VI. Concession, Copyright and Exclusion of Use

- 6.1 The Registered User shall be responsible for any concessionary use of the wireless equipment.

Even though it is possible to register notifiable Wireless Devices, this registration does not replace the necessary licensing with the competent authority such as OFCOM for Switzerland or BNetzA for Germany.

FreqCoord recommends, without assuming any liability, which devices are subject to a licence in Switzerland or Germany. Devices that are subject to a licence can be exported/extracted using an official form, which must be sent to the competent authorities by the Registered User. However, it is the express responsibility of the Registered User to license the correct devices with the competent authority (or according to local government/regulations). SRF assumes no responsibility for the correctness and suitability of the devices recommended for concession. The Registered User shall bear all costs arising from the concession.

- 6.2 FreqCoord and the frequency manager of an event provide no guarantee that the allocated frequencies will operate without any problems. If you have problems with the allocated frequencies, please contact the responsible frequency manager.
- 6.3 FreqCoord is the property of SRF and, without the consent of SRF, may not be altered, transferred, distributed, stored, copied or re-published. The Registered User and/or other third parties are prohibited from determining functionalities or other properties of FreqCoord (in particular concerning the source code) by means of so-called reverse engineering or from having these determined by third parties. SRF grants the Registered User (and the companies associated with it) non-exclusive usage rights, limited in terms of time and place, within the contractually agreed scope (according to the tab "Features and Pricing" at <https://www.freqcoord.com>).
- 6.4 The data provided on FreqCoord may not be used for other purposes than frequency administration. All data might not be embedded or linked into another platform without permission of SRF. No guarantee or warranty will be given for the accuracy of the data and links held on FreqCoord. The data corresponds to entities are made by Registered Users.
- 6.5 In the event of any infringement of these provisions or any other misuse or infringement of legislation, SRF is entitled to exclude a user without giving notice and to demand appropriate compensation.

VII. Security

Making personal data available via the Internet is always risky and there is no technological system which is not susceptible to being tampered with or sabotaged. SRF shall try to take reasonable precautions to prevent unauthorized access to personal data and the unauthorized use or the falsification of such data and to minimize the corresponding risks.

VIII. Concluding provisions

- 8.1 SRF may, at any time, adjust, amend or delete the functions of FreqCoord or the user roles within FreqCoord. Registered Users will be notified of any such changes the next time they log in to FreqCoord (or by email).
- 8.2 The Terms must be accepted when registering. Changes to the Terms will be notified the next time the user logs in to FreqCoord. If an applicant does not agree to the revised Terms, they must take positive

steps to contact the Administration Office (support@freqcoord.com) in order to have their account deleted (or that of a Registered User).

- 8.3 Swiss law shall apply to all legal relationships between SRF and the user. The courts in Zurich, Switzerland shall have exclusive jurisdiction in the event of disputes arising from these Terms and Conditions of Use for FreqCoord.**