

# Terms and Conditions of Use for PMSE-DB (Program Making & Special Events-Database)

## I. Introduction

- 1.1 Wireless microphones and in-ear monitor systems are used for producing radio and television programmes and at all types of events. These devices use the same frequency range as Terrestrial Digital Video Broadcasting (DVB-T). Because frequencies have been re-allocated to mobile phone operators, the effective frequency range available to PMSE (Program Making & Special Events) has become smaller. This is increasingly resulting in bottlenecks in the remaining available frequency spectrum when using these devices. On behalf of the Swiss Broadcasting Corporation (registered as Schweizerische Radio- und Fernsehgesellschaft (CHE-102.978.667) and hereinafter referred to as "SRG"), Ernst Basler + Partner AG has developed a tool called PMSE-DB which provides information about the primary use of the frequencies and which also simplifies the planning and coordination of PSME activities. The PMSE-DB web application helps to coordinate the use of wireless microphones and in-ear monitor systems at events so that as far as possible no interference is experienced; it also displays the DVB-T interferences within Switzerland as well as the frequencies which cannot be used. The rights are held by SRG.
- 1.2 Once the user has registered by creating an account and his/her registration has been confirmed by SRG, the contract set out below will have been concluded:

## II. Scope of application

These terms and conditions govern the use of the PMSE-DB Online Frequency Coordination Tool (hereinafter referred to as "PMSE-DB") and form the basis of the contractual relationship between the user and SRG.

## III. Terms and conditions of use

### 1 Registration requirement

- 1.1 Registration, plus the associated acceptance of these terms and conditions of use, and confirmation by SRG brings into effect the contract between the user and SRG.

- 1.1.1 Registration as a **Single User** (private person) is achieved as follows:  
A Single User registers using the 'CREATE ACCOUNT' function on the PMSE-DB website ([www.pmse-db.ch](http://www.pmse-db.ch)). The minimum details required for registration are:

- a. E-mail address
- b. Password
- c. First name and last name
- d. Address details (incl. postcode, town and country)
- e. Mobile phone number

If no written or electronic confirmation is received within 14 calendar days of registering, confirmation by SRG will be deemed as having been tacitly given.

- 1.1.2 Registration as an **HF Officer** (High Frequency officer, requires company affiliation) is achieved in two steps:
  - a. Send registration application to [info@pmse-db.ch](mailto:info@pmse-db.ch) (subsequently referred to as the "Administration Office") with the following details:
    - a. First name and last name
    - b. Employed by (company name and address)
    - c. Applicant's e-mail address
    - d. Applicant'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 in writing or electronically that he has been assigned the user role of an HF officer. The decision will be based on the following criteria:
    - a. PMSE-DB is only to be used for Swiss events

- b. PMSE-DB will not be used for commercial activities or exploited for commercial purposes, for example, used in return for payment.
- 1.2 SRG retains the right to delete users whose details have not been correctly recorded or who are no longer active (no activity for more than 6 months), or Single Users who are using PMSE-DB as HF officers.

## **2 Use and authorization**

- 2.1 PMSE-DB will not be used for commercial activities or exploited for commercial purposes, for example, used in return for payment.
- 2.2 PMSE-DB can be used in two ways:
- 2.2.1 As a Single User (see above) with the following usage rights:
- a. Registering for events
  - b. Looking up information about events
  - c. Recording details of one's own equipment
  - d. Checking the DVB-T interference situation
- 2.2.2 As an HF Officer (see above) with the following usage rights:
- a. Entering and processing events
  - b. Recording details of one's own equipment
  - c. Manage frequencies
  - d. User administration (creating, changing or deleting a user) within the company for which the HF Officer is registered
  - e. Looking up information about events
  - f. Checking the DVB-T interference situation
- 2.2.3 Access to use PMSE-DB is exclusively via the web application at the URL <https://www.pmse-db.ch/>.

## **3 Liability and warranty**

- 3.1 To the extent permitted by law, SRG is liable neither for the correct functioning nor for the proper application of frequency administration via PMSE-DB, nor for any resultant loss or damage. This applies 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 PMSE-DB. Neither is SRG liable for interruptions to the quality of access due to force majeure or because of occurrences for which SRG is not responsible, in particular communication network outages. SRG 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 PMSE-DB does not guarantee that it can be applied without interference or disruption.
- 3.2 SRG rules out any warranty for PMSE-DB. In particular, SRG accepts no warranty for ensuring that the pmse-db.ch website and PMSE-DB function without any interruptions or faults or for ensuring that any faults which do occur are rectified.

## **4 Concession, Copyright and Exclusion of use**

- 4.1 The user is responsible for any concessionary use of the wireless microphones and headphones (in-ear-monitoring).

Even though it is possible to register Walkie Talkie, Telemetry and Wireless Camera Devices, this registering does not replace the necessary licensing at the responsible authority such as OFCOM Switzerland. PMSE-DB proposes without assuming any liabilities, which devices are subject to a license in Switzerland. These can be exported to an official OFCOM Switzerland form, which must be sent to the authorities by the user. However, it is expressly the responsibility of the user that the correct devices are licensed with the competent authority. PMSE-DB / SRG assumes no responsibility for the correctness and suitability of the devices proposed for concession. The user bears all costs arising from the concession.

- 4.2 PMSE-DB and the frequency manager of an event assume no guarantee for trouble-free operation of the allocated frequencies. If you have troubles with the allocated frequencies, please contact the responsible frequency manager.
- 4.3 PMSE-DB is the property of SRG and, without the consent of SRG, may not be altered, transferred, distributed, stored, copied or re-published.
- 4.4 In the event of any infringement of these provisions or of any other misuse or infringement of legislation, SRG is entitled to exclude a user without giving notice and to demand appropriate compensation.

#### IV. Data protection

##### 1. General

SRG attaches importance to the protection of privacy and undertakes to observe the statutory data protection regulations.

##### 2. Name and address details

- 2.1 For registration purposes, SRG requires certain personal contact details ("data") about the user. The user authorizes SRG to process any data obtained about the user in respect of the business relationships regarding PMSE-DB (Program Making & Special Events-Database or in connection with PMSE-DB, irrespective of whether the data was obtained from the user himself or from third parties, as defined by the Federal Act on Data Protection (FADP, 235.1). For further information, the user may proceed to <https://www.srgssr.ch/en/data-privacy/>.
- 2.2 The user states his agreement to his data being stored on the foreign servers shown in the link below: <http://download.microsoft.com/download/7/5/9/759E2283-F517-430E-84AF-0151988C117A/WindowsAzurePrivacyOverview.pdf>

These servers are currently located in Ireland and in the Netherlands; according to an assessment by the FDPIC (as at 12.01.2017), both of these countries provide an appropriate degree of protection for natural persons (see the FDPIC's list of countries at <https://www.edoeb.admin.ch/edoeb/en/home/data-protection/arbeitsbereich/transborder-data-flows.html>; list of countries in French only).

- 2.3 By registering and, by implication, accepting these terms and conditions of use, the user states his agreement to his details being made fully accessible to all other PMSE-DB users. Access to these details is necessary so that a user can log on, for example at an event, where he must be available to answer queries.
- 2.4 Apart from the exception at Point 2.3 above, SRG will, as a matter of principle, neither pass a user's details to third parties nor make such details accessible to third parties. Users have the option of amending their details at any time. Users should ask the Administration Office in writing (e-mail to [info@pmse-db.ch](mailto:info@pmse-db.ch)) if they wish to have their details deleted.

#### V. 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. SRG will 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.

#### VI. Concluding provisions

1. SRG may, at any time, adjust, amend or delete the functions of PMSE-DB or the user roles within PMSE-DB. Users will be notified of changes and of the new terms and conditions of use by next login to PMSE-DB (or by e-mail).
2. The terms and conditions of use must be accepted when registering. Changes to the terms and conditions of use will be notified by next login to PMSE-DB. If a user does not agree to the new terms and conditions of use, he must take positive steps to contact the Administration Office ([info@pmse-db.ch](mailto:info@pmse-db.ch)) to have his account deleted.
3. **Swiss law applies to all legal relationships between SRG and the user. The sole court of jurisdiction in the event of disputes arising from these terms and conditions of use is Berne.**