

Video Streaming Platform Terms & Conditions (UK)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SERVICE

WHAT'S IN THESE TERMS?

These terms tell you the rules for using the video streaming service which is accessible to ERA Licensees through the ERA website (**Service**) which is located under the following URL: www.era.org.uk

WHO WE ARE AND HOW TO CONTACT US

The Service is operated by Educational Recording Agency Ltd (“We”). We are a limited company registered in England and Wales under company number 02423219 and have our registered office at 5th Floor, Shackleton House, 4 Battle Bridge Lane, London, England, SE1 2HX.

To contact us, please email: era@era.org.uk.

BY USING OUR THE SERVICE YOU ACCEPT THESE TERMS

By using the Service, you confirm that you are an employee of an educational institution that holds a current ERA Licence, that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you will not be able to register for the Service and must not use the Service.

We recommend that you print a copy of these terms for future reference.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use the Service, please check these terms to ensure you understand the terms that apply at that time. Your use of the Service after changes have been made will constitute acceptance of the revised terms.

WE MAY MAKE CHANGES TO THE SERVICE

We may update and change the Service from time to time to (without limitation) reflect our users’ and partners’ needs and our business priorities.

WE MAY SUSPEND OR WITHDRAW THE SERVICE

The Service is made available free of charge.

We do not guarantee that the Service, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Service for business and operational reasons. We will try to give reasonable notice of any suspension or withdrawal.

THE SERVICE IS ONLY FOR USERS IN THE UK, THE CHANNEL ISLANDS AND THE ISLE OF MAN

The Service may only be accessed by employees of educational institutions in the UK, the Channel Islands and the Isle of Man which hold an ERA Licence.

OUR RIGHT TO MAKE CONTENT AVAILABLE TO YOU VIA THE SERVICE

It is acknowledged and agreed that in making content available to you via the Service we are doing so as an authorised third

party on behalf of your educational institution, in accordance with section 35 of the Copyright Designs and Patents Act 1988 and the terms of the ERA Licence.

HOW YOU MAY USE MATERIAL ON THE SERVICE

The Service may only be used for the purpose of teaching and learning.

If you wish to play any of the content on the Service to your pupils or students, your educational institution must have an ERA Licence in place before you do so. Further details about the ERA Licence can be found here: <https://era.org.uk>

In accordance with the terms of the ERA Licence which applies to your use of the Service, you must not use any of the content on the Service (including, without limitation, streamed video content and/or still images from the streamed video content from the Service) for commercial purposes. Further, any resources produced by ERA to accompany the streamed content on the Service cannot be used for commercial purposes.

You must not carry out any activity (including without limitation advertising or promotional activities) that may imply endorsement by us or any third party owner/licensor whose content is featured on the Service (**Content Owners**). You must not use our logos and trade marks, or any logos and trade marks of Content Owners, at any time; and you must not make reference to us or the Content Owners in any published material without the prior written consent of us or the Content Owners respectively.

PROHIBITED USES TERMS

You may use the Service only for lawful purposes. You may not use the Service:

- For commercial uses or purposes.
- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Service in contravention of the provisions of these Video Streaming Platform Terms & Conditions or our Website Terms & Conditions.
- Not to access without authority, alter, add to, interfere with, damage or disrupt:
 - any part of the Service (including the content on the Service);
 - any equipment or network on which the Service is stored;
 - any software used in the provision of the Service; or
 - any equipment or network or software owned or used by any third party.

BREACH OF PROHIBITED USES TERMS

When we consider that a breach of the prohibited uses terms has occurred, we may take such action as we deem appropriate.

Failure to comply with the prohibited uses terms constitutes a material breach of the terms of use upon which you are permitted to use the Service, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Service.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of the prohibited uses terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

DO NOT RELY ON INFORMATION ON THIS SITE

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, up to date or suitable for teaching purposes.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the Service will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Service. You should use your own virus protection software.

You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Service, the server on which the Service is stored or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease immediately.

RULES ABOUT LINKING TO THE SERVICE

You may link to the Service, provided you do so in a way that is permitted under these Video Streaming Platform Terms &

Conditions and our Website Terms & Conditions, which is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part or on the part of any Content Owners.

You must not establish a link to the Service in any website that is not owned by you.

The Service must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact: streaming@era.org.uk

OTHER TERMS ALSO APPLY

In addition to these Video Streaming Platform Terms & Conditions, the following terms apply to your use of our site:

- Our Website Terms & Conditions.
- Our Cookie Policy, which sets out information about the cookies on our site.
- Privacy Policy, which sets out the information which we are required to collect from you, and which we are required to share with Content Owners, in order to verify that you and/or your educational institution is authorised to use the Service.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.
