



# ETV

REAL TIME, REAL LIFE  
LEARNING RESOURCES

## Terms and Conditions

These terms and conditions outline the copyright policy and terms and conditions regarding the services and material available to Members of ETV.

ETV is a service of the not for profit Education Television and Video Communications Trust. ETV holds Education Resource Supplier status granted by the Minister of Education, and an Education Resource Supplier licence from Screenrights as per Section 48 of the Copyright Act.

Last updated 31 January 2020.

### 1. ACCEPTANCE

1.1 These terms and conditions shall apply to Members' use of ETV.

1.2 By being given login access and using the ETV service, Educational Establishments and Content Providers become Members and agree to be bound by these terms and conditions in full and without limitation.

1.3 ETV reserves the right to modify the Terms and Conditions, the services or the fees charged for any of its services at any time.

1.4 ETV will give existing Members at least 30 days notice of any changes to its Terms and Conditions, or its fees or services by sending an email message to the Account Coordinator's (Admin) email address as recorded on file.

1.5 Members acknowledge that it is their responsibility to keep ETV updated of any change of Admin's email address and to read the updated Terms and Conditions upon receipt of such message.

1.6 For the avoidance of doubt a Member's continued use of the ETV service 30 days after changes are notified shall constitute their acceptance of these Terms and Conditions and any changes to our fees and services.

1.7 Each part of these terms and conditions is severable from the remainder and if any part is proven to be illegal, voidable, invalid or unenforceable - the legality,

effectiveness, validity and enforceability of the remainder of these Terms and Conditions still applies.

1.8 Throughout the website there may be additional rules or specific terms of use relating to specific areas or materials contained in this website. ("Special conditions"). In the event of any conflict between these Terms and Conditions and the Special Conditions then the Special Conditions shall prevail.

## 2. DESCRIPTION OF SERVICE

2.1 ETV provides learning resources through recorded television programmes, streamed and downloaded from domestic and international television channels, live television channels, online websites as well as educational videos and films on-demand in the Library.

2.2 Staff and Students from Educational Establishment Members throughout New Zealand can access the service through individually issued passwords or using their institution's Single Sign On login and select relevant content for use within their institution. Programmes can be catalogued and searched by subject, source and appropriate age level to assist in their selection. Additional digital resources can also be uploaded and distributed in association with the video files.

2.3 Basic Service Membership is free on request by any educational institution in NZ and to approved Content Providers wishing to place videos into the free Library. The Basic Service includes Live Streams of selected television channels, the free Library, and other ETV discretionary services. The Basic Service does not attract any sign up or ongoing access fees. Members can give all staff personal login access.

2.4 Subscription Membership gives unlimited access to the TV Recordings and Online Collections catalogues plus EVA Basic and ELINK. ETV Subscriber Member's Staff can request recordings and video downloads from open websites, view, edit, embed and download high quality video recordings for immediate or future use. Members can give all Staff and Students personal login access. Subscription fees apply and are updated from time to time in the ETV rate cards.

EVA (Enhanced Video Annotation) gives all eTV users a set of annotation tools that turn any video into an interactive video.

- **Basic Tools** – 5 no-response tools are available free where teachers and students can add in-depth information with Labels, Text boxes, Tables, Links and Images that can be seen on the screen during video playback.
- **Pro Tools** – 12 response enabled tools are available through a Campus or individual subscription. Teachers (and students) can create fully interactive quizzes and puzzles for viewers to answer at any selected time in the video. Choose from Statements, Single Choice, Multiple Choice, True/False, Fill-in the Blanks, Drag and Drop Words, Mark the Words, Drag Text, Crossroads, Navigation Hotspots, Text Input Fields and Name Input, which enables creators to receive interaction data from named or unidentified individuals. The Reporting tools make responses available to the creator of the EVA along with data and analytics for further analysis and assessment.

ELINK's Video Library Hosting Service (ELINK) provides Members online uploading and management of videos in a secure catalogue available for access by their own staff and deployment to students. Hosting fees may apply and are updated from time to time in the ETV rate cards.

### 3. TV RECORDINGS AND SCREENRIGHTS

3.1 Screenrights is a non-profit organisation whose members own copyright in films, television and radio programmes. Screenrights represents producers, distributors, writers, music copyright owners and other rights owners from around the world.

3.2 The Screenrights Licensing Scheme operates under Section 48 of the New Zealand Copyright Act 1994 and allows licensed educational establishments to make copies or authorise the making of copies from television or radio without specific permission from the copyright holder.

3.3 As an Education Resource Supplier, ETV has the right to make copies of television and PayTV programmes (available in TV Recordings) and to download videos from freely available websites (available in Online Collections), on behalf of its Subscribing Members who hereby authorise ETV to make copies of communication works (from television, websites and radio) on their behalf and to communicate those copies of communication works to Members for their educational purposes.

3.4 Access to the ETV service is limited to ETV's Basic Service Library and Live Channels, EVA and ELINK unless Members are licensed by Screenrights.

3.5 Subject to paragraph 3.4 above, Members agree that they will abide by the terms of the Screenrights Licensing Scheme Agreement.

3.6 Under the terms of ETV's and each Member's Licensing Scheme Agreement with Screenrights, ETV will provide to Screenrights on the Members' behalf a report of all the programmes or videos that the Members users have downloaded or viewed from a copy which has been made by ETV on behalf of the Member.

### 4. USE

4.1 Members use of this website shall be for lawful purposes only.

4.2 The content in the broadcast recordings section of ETV may only be used for the educational purposes of the Members' educational establishment. Members' staff may show the programme in class as part of a course or keep it in their library. A copy of any programme downloaded will be licensed to their educational establishment.

4.3 Under the terms of the Screenrights Licensing Scheme Agreement Members may:

- Copy the entire programme or excerpts of that programme

- Make copies of copies of programmes
- Copy on any format including VHS, Computer, CD or DVD

Any copies must be clearly labeled with the name of the educational establishment, the title of the programme, the date of the broadcast, and the date the copy was made. Members agree to keep records of subsequent copies that may be collected by Screenrights and its agents if they are selected to be surveyed by Screenrights.

4.4 Members may not rent, lease, sell, lend or sub-license the programmes or videos supplied by ETV outside their educational establishment.

4.5 Members must not use this website in any way that infringes the rights of others or may restrict or inhibit the use and enjoyment of this website by others.

## 5. MEMBERSHIP OBLIGATIONS, MEMBER ACCOUNTS, PASSWORDS & SECURITY.

5.1 In consideration of Members' use of this service, Members will nominate one or more Account Coordinator (Admin) who will be the primary point of contact with ETV. Members agree to provide true, accurate, current and complete information about their educational establishment and the persons authorised by them to use the service.

5.2 The Account Coordinator will maintain and promptly update the above information as requested in the Membership Account and User Management pages - especially with regards to authorised users - to keep it true, accurate, current and complete at all times.

5.3 Members and their staff may from time to time receive email from ETV in the form of digital newsletters and updates.

5.4 Upon completing the Membership Application process, Member's staff will receive a password and account designation or given access through the Member's SSO service. Member's Staff are responsible for maintaining the confidentiality of the password and the account, and Members are fully responsible for all activities that occur under staff password and account including any charges associated with that use.

5.5 Members will immediately notify ETV of any unauthorised use of a Member's password or account or any other breach of security.

5.6 All users must log off from their account at the end of each session to avoid unauthorized access. ETV cannot and will not be liable for any loss or damage arising from users failure to comply with these requirements.

5.7 ETV reserves the right to disable any individual user account and password if any infringement of these Terms of Use occurs.

5.8 Members agree to make timely payment of all accounts by due date.

## 6. COPYRIGHT & INTELLECTUAL PROPERTY

6.1 All copyright, trade marks and other intellectual property rights in this website shall remain at all times ETV property or that of our licensors.

6.2 Members may not themselves nor permit or assist others to copy, reproduce, republish, download or stream, post, broadcast, transmit, make available to the public, or otherwise use any content from this website except for the use in their educational establishment or as otherwise permitted under any Special Conditions or Creative Commons Licences that may apply to any part of or material on this Website.

6.3 Members will retain ownership of the digital files uploaded to ELINK, EVA, the Library or Related Materials pages, and will be responsible for observing the copyright in the programme or resources supplied. Note that this refers to the physical files only, not the copyright in the programmes or files in question.

6.4 By using the ELINK, EVA or Free Library upload services, Members warrant that in doing so that their staff or their institution holds all Rights required to digitise and use these videos or materials for educational purposes within their institution. ETV does not monitor content being uploaded by Members. The Member agrees that in any instance of copyright infringement that ETV is not held responsible nor is ETV liable in any legal proceeding against the institution.

6.5 Members agree to provide ETV with written or email notice immediately following discovery of any copyright breach by its staff so that ETV can take appropriate action to remove such materials from the website.

## 7. LIMITATION OF LIABILITY

7.1 ETV will endeavour to ensure that all information provided in connection with the education service is accurate at the time of inclusion. However, there may be occasional errors, omissions or inaccuracies in respect of which we exclude all liability. We make no representation or warranty about the information included on this website. Members shall be solely responsible for any decisions based on the information contained in this website.

7.2 ETV will endeavour to ensure that this service is maintained in a fully operating condition. ETV is not responsible for the results of any defects that exist in this website. Members should not assume that this website is error free or that it will be suitable for the particular purposes that Members have in mind when using it. We reserve the right to make changes to the website and services may be supplemented, modified or withdrawn.

7.3 Neither party is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstance beyond its reasonable control.

7.4 ETV shall not be liable to Members for any direct or indirect damages resulting from:

- Errors, mistakes, or inaccuracies of content
- Any unauthorised access to or use of our secure servers and/or
- Any and all personal information and/or financial information stored therein
- Any interruption or cessation of transmission to or from our website

7.5 For any claims Members may have in connection with this agreement, Member's sole and exclusive remedy against us is limited to the equivalent of the average of one month's charge with us.

7.6. Members agree that ETV employees, contractors, officers, directors and agents are not liable to Members in relation to our services.

7.8. Members agree that appropriate age levels for individual programmes are supplied for guidance, but responsibility for ensuring programmes are screened to appropriate audiences is the responsibility of the Member.

## 8. TERMINATION

8.1 ETV reserves the right to terminate Members' access to the service in the event of any breach of these terms and conditions, including non payment of any monies currently overdue in a Member's account, failure to obtain a Screenrights Licence, or a breach of any of the terms and conditions of the Screenrights Licensing Scheme Agreement where applicable.

8.2 Members may terminate their access to the Service by giving ETV 30 days notice and payment of any monies currently due. ETV reserves the right to retain any unexpended membership fees.

## 9. GENERAL

9.1 These terms and conditions (including any Special Conditions) shall be governed by and construed in accordance with the laws of New Zealand

9.2 Any cause of action Members may have with respect to a Member's use of this website must be commenced within one month after the claim or cause of action arises

9.3 ETV shall be entitled to assign this agreement in full at any time to any third party.