

## **Terms and Conditions | Film.Edusites.co.uk**

This document sets out in clear and fair terms Edusites' contractual commitments to you as a subscriber and what we need from you to provide an efficient and effective service.

If at any time you feel dissatisfied with this service or have suggestions for improving it, please do not hesitate to contact us; we will welcome your input.

### **1. Terms used in this document:**

'We', 'us', 'our' and 'Film.Edusites.co.uk' refer to the service provider Film.Edusites.co.uk. Film.Edusites.co.uk is a web based facility owned by Edusites Limited [company number 6190475, Managing Director and principal shareholder Richard Gent] whose address is Orchard House, Golf Lane, Church Brampton, Northampton NN6 8AY.

'You' and 'your' refer to you, a person who has initiated and followed the online subscription process to the point of payment.

'Service' refers to the facility we provide in maintaining this web-based service providing staff and students with teaching, learning and revision materials for Film at Key Stage 4 and Key Stage 5 and in granting you access to the subscribers' area.

'Subscription' is the annual or other amount payable for access to the service.

'Fee' is the annual amount currently payable for the level of service you select.

### **2. The contract**

The contract between you and Film.Edusites.co.uk / Edusites Ltd comes into being when we receive your subscription. From that point the relationship between you and Film.Edusites.co.uk is defined by these Terms and Conditions.

These Terms and Conditions are the current terms and conditions covering subscriptions to Film.Edusites.co.uk and supersede any previous terms and conditions. They may be superseded or amended in future without prior consultation. In the event of such supersession or amendment at least one calendar month's prior notice will be given to our established subscribers.

If any part of this contract is held by any competent authority to be invalid or unenforceable in whole or in part this shall not affect the validity of the other provisions of this contract, or the remainder of the provision in question. English law shall apply to the contract and the parties agree to submit to the jurisdiction of the English courts.

### **3. What we need from you**

To use Film.Edusites.co.uk's services you will need already to have a computer, an internet connection, and the necessary software to browse the internet and access emails. Film.Edusites.co.uk is designed for and tested on Mozilla's Firefox and all aspects of our service run in its default settings. Performance on other applications cannot be guaranteed.

To activate our service and gain access to the restricted areas of the site, in addition to paying the appropriate subscription fee, you must provide all relevant information on the subscription form including an active email address capable of receiving emails from Film.Edusites.co.uk.

As you subscribe, you are asked to choose an appropriate username and password. You must never give your username or password out to any person other than a member of the Edusites staff. You also agree to never use another person's account for any reason. You are advised to use a complex and unique password for your subscription account to prevent account theft.

### **4. Subscriptions**

In subscribing to Film.Edusites.co.uk you will have paid the appropriate fee to us using your PayPal account, credit / debit card, cheque book or BACS account. Offline payments, made by schools and other organisations must be made after prior discussion with Film.Edusites.co.uk. The method of fund transfer will be agreed by both parties. Film.Edusites.co.uk is at no time made aware of your card details, and as such is unable to make direct charges to your card.

Fees may be subject to price changes, but you will be notified in advance of any alterations and given the opportunity to cancel your subscription should you so wish.

#### **Understanding the subscription**

A department subscription to Film.Edusites.co.uk costs £79.95 + VAT (prevailing rate: 20%) per annum and provides 12 months access to the site and resources therein for up to 11 teachers and 352 students using the 'class sets' facility. A 'class set' includes a teacher login and 32 student logins. A department subscription entitles you to use up to 11 class sets. This subscription is an automated process and can be completed online in addition to traditional methods e.g. purchase orders and cheques.

You may cancel your subscription at any time within 14 days of first activation by contacting Richard Gent using the contact information at the bottom of this page.

Annual subscriptions terminate after 12 months and need to be renewed by the account holder at the end of this period should you wish your access to Film.Edusites.co.uk's service to continue. This payment will not be processed automatically. It is therefore your responsibility to contact Film.Edusites.co.uk and inform us that you wish a renewal to be processed. This notification needs to include all information relevant to the subscription process.

When renewing a subscription it is, of course, your responsibility to ensure that sufficient funds are available.

## **5. Account activation and use**

On receipt of your subscription payment Film.Edusites.co.uk will provide you with the means of activating the service. Activation information for the subscriptions will normally be sent out on receipt of payment by email.

In the event that you do not receive the email containing the activation information we will make every reasonable effort to activate your access to the service manually for you within five working days of notification of your problem, combined with proof that the email address you have provided is capable of receiving emails. To provide this help we will need a clear and detailed account of the problem you have experienced.

While your account is open and not contravening any of the terms laid out in this agreement Film.Edusites.co.uk will grant you access to the subscribers' area of Film.Edusites.co.uk via a unique username and password. While every effort is made to ensure that the site is available at all times there may be occasions when, due to unforeseen technical difficulties that may affect the server, the internet in general, your ISP or other equipment, the site (including the subscribers' area) may be unavailable to you. Film.Edusites.co.uk makes no representation that the subscribers' area will be available at all times and accepts no liability for any temporary unavailability.

It is your responsibility to present proper and accurate information. Any information Film.Edusites.co.uk or its staff determine to be inaccurate or vulgar in nature will be removed, without prior notice.

If you advise us of difficulty in accessing some or all of the areas of the site, for which you have subscribed, Film.Edusites.co.uk will test your account, normally within five working days of receipt of communication from you outlining your problem and providing your correct login and email address.

In testing your account, Film.Edusites.co.uk is obliged to verify that the restricted area of the site can be accessed over an open internet connection using your login details when submitted using Mozilla's Firefox run in its default settings. It must be recognized that Film.Edusites.co.uk cannot offer support or accept liability for access problems arising from the settings and configurations of your own software, internet connection and/or computer.

Once Film.Edusites.co.uk has verified that your chosen level of service can be accessed using the appropriate software and settings it is your responsibility to ensure that you have the necessary equipment and configuration to use your account.

No representation is made that accounts can be accessed from any combination of computer, software, and settings and no subscription refund can be given for any problems encountered due to the use of inappropriate software/settings. If your account is tested and found to be working then any problem you continue to encounter is a problem with your own equipment and not the responsibility of Film.Edusites.co.uk.

Film.Edusites.co.uk will take all reasonable precautions to ensure that your subscription account is secure and that your personal details are not accessible to any third party operating in the normal course of business. Your payment card details, will be held securely by your elected payment processor, and will not be available via the Film.Edusites.co.uk site. All financial information exchanges including your card details will be carried out over secure connections.

Your Film.Edusites.co.uk username and password may be sent to you by standard email. Details of account status and date of termination can be obtained with your username and password only. Your Film.Edusites.co.uk username and password will not allow any other subscriber or third party to see your card details, or initiate any payment on your card.

Film.Edusites.co.uk cannot accept responsibility for any unauthorized access to your subscription details arising from third party negligence and/or illegal acts including, (but not limited to) hacking.

Film.Edusites.co.uk accepts no responsibility for and cannot be held liable to you or any third party for any losses including (but not limited to) any consequential losses arising from loss of data or the compromising of sensitive data as a result of actions beyond its control, including (but not limited to) hardware failure, software failure, or malicious attacks by third parties.

Film.Edusites.co.uk will not knowingly discuss or disclose your subscription account or any of your personal details with or act upon any request made in relation to your account by any person who does not provide your full username and password as proof of identity or subscriber authority.

Film.Edusites.co.uk will monitor activity on your account, and if this activity suggests that your login may have become compromised access will be suspended to protect your personal details. Film.Edusites.co.uk will then issue you with a new login and reactivate your account within five working days.

## **6. Accuracy of information**

Film.Edusites.co.uk undertakes to provide information that is correct to the best of its knowledge, information and belief and to follow up any notifications of errors in a reasonable time frame. However, Film.Edusites.co.uk cannot be held liable to you or any third party for any errors or inaccuracies in its databases, or any loss that may arise from a user acting on information provided by Film.Edusites.co.uk, in both cases including (but not limited to) any consequential losses. Any action you undertake in relation to any information provided by Film.Edusites.co.uk is undertaken entirely at your own risk.

Accuracy and Intellectual Property Protection – It is essential that any material or idea you contribute to Film.Edusites.co.uk is checked thoroughly by you prior to submitting it for publication in electronic or print format in order to avoid any accidental or intentional inaccuracy, legally actionable defamation or intellectual property infringement. Any liability arising from subscriber contributions is entirely the responsibility of the contributor. Film.Edusites.co.uk and Edusites Limited will not accept responsibility for any inaccuracies, defamation or breach of intellectual property rights arising as a result of third party negligence or error.

Account Misuse - Film.Edusites.co.uk reserves the right to close without warning any subscription accounts being used for any other purpose than for the provision of information held in the subscribers' area to the individual subscriber. Possible forms of misuse include, but are not restricted to the following:

- Data theft - information provided is for the benefit of the individual subscriber only, and must not be shared, published, or otherwise disseminated in any way;

Login sharing - the sharing of login details is strictly prohibited without prior consent from Edusites Limited. Our system will detect and automatically suspend accounts being misused and / or accessed from multiple locations and/or IP addresses. Students in centres with active department subscriptions are entitled to access the site and its resources using the class sets of logins that you can create in 'My Account' (see link on top of right sidebar). Account suspension and / or closure will not be triggered unless login-sharing with non-subscribers is suspected. In such a situation the account holder will be informed and all associated accounts and logins will be suspended but your subscription will remain active. Once the issue has been investigated, if no breach of our terms and conditions has taken place, the account holder will be supplied with new login details and access to the site and its resources will be reinstated. Should the situation recur your account will be closed and your subscription may be cancelled. If you are found to be in breach of these terms and conditions you will remain fully responsible and liable and prosecution may result;

- Incorrect information - if the information you provide about yourself is false or incorrect you may be denied access to your account or your account may be closed;
- Inappropriate use of Film.Edusites.co.uk's blogs and/or discussion board.

You agree, through your use of Film.Edusites.co.uk's blogs and discussion board, that you will not post any material which is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, promiscuous, sexually oriented, threatening, invasive of a person's privacy, or otherwise in violation of English law. You also agree not to contribute any copyrighted material unless you own the copyright or are able, if required, to provide to us written consent to that publication from the owner of the copyrighted material. Spam, flooding, advertisements, chain letters, pyramid schemes, and other material capable of causing nuisance to other users of the service, are also forbidden.

It is not possible for the staff or the owners of Film.Edusites.co.uk's discussion board to confirm the validity of posted material. We do not actively monitor the posted messages, and are not responsible for the content contained within. We do not warrant the accuracy, completeness, or usefulness of any information presented. The posted messages express the views of the author, and not necessarily the views of Film.Edusites.co.uk board, its staff or subsidiaries. Anyone who feels that a posted message is objectionable should notify Film.Edusites.co.uk promptly.

Film.Edusites.co.uk reserves the right to remove objectionable content, within a reasonable time frame if we consider that removal is necessary. This is a manual process; please realise that we may not be able to remove or edit particular

messages immediately. This policy also applies to member profile information.

You remain solely responsible for the content of your posted messages. Furthermore, you agree to indemnify Film.Edusites.co.uk, its staff, and its subsidiaries in the event of a formal complaint or legal action arising from any situation caused by your use of this discussion board. In the event of any complaint or threat of legal action, Film.Edusites.co.uk reserves the right to reveal your identity and any other related information collected on this service.

With each post, your IP address is recorded, for use in the event that we need to contact your ISP or to ban you from this discussion board. The latter will only happen in the event of a major violation of this agreement.

The software uses a session cookie - a server technology capable of keeping you logged in from page to page.

## **7. Subscription refunds**

No refunds will be given for any accounts closed due to misuse.

Refunds will only be given at the discretion of the company management, and in circumstances where Film.Edusites.co.uk has significantly failed to fulfil its obligations as laid out in this agreement. Applications for refunds must be made by email from your registered email account.

### **Edusites Ltd**

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