Terms of Use

SUMMARY

• **Only UNH can upload. Who views is at the discretion of UNH.** The ability to upload media is limited to people with a *valid UNH Blackboard account* (UNH faculty, students and staff). Who views the media is determined by the person who has uploaded the media.

• **Accept these terms to use this website.** If the following Terms of Use are not accepted in full, you do not have permission to access the contents of this site or to upload content to this site.

• **Be 18 or get permission.** You must at least 18 years of age or possess legal parental or guardian consent to register as a member of the UNH media platforms.

• **Keep it clean.** Some of the content uploaded to the media platforms may be used by a variety of viewers. Therefore, content uploaders agree not to upload any content that may be inappropriate or offensive.

• **Moderators.** Content uploaded to the media platforms will be moderated by individual faculty and staff. Content that does not adhere to UNH's Terms of Use and/or Principles and Mission will be rejected or removed from the platforms.

• **Your work is yours.** Those who upload by way of the media platforms retain the rights to their own work while giving UNH the right to distribute their media until and unless they delete it from the platforms.

• **Others' work is NOT yours.** Unauthorized use of someone else's content -- including music, video, images and other media -- in your uploads is theft and will not be tolerated by UNH. Users should abide by UNH's copyright guidelines located at: [http://www.unh.edu/research/forms/intellectual-property/copyright-protection](http://www.unh.edu/research/forms/intellectual-property/copyright-protection)

• **Think someone used your work without permission?** If you believe that any of your intellectual property rights have been violated by material available on the media platforms, contact the UNH DMCA Agent at: [http://www.unh.edu/cis/dmca/](http://www.unh.edu/cis/dmca/)

• **Do not store sensitive content.** Do not use the media platforms to store sensitive or restricted content that are subject to HIPPA or national security laws.

USER OBLIGATION

You must accept the Terms of Use in order to use the site. If these Terms of Use are not accepted in full, you do not have permission to access the contents of this site or to upload content to this site and you should cease using this site immediately.

ABILITY TO ACCEPT TERMS OF SERVICE
You affirm that you are at least 18 years of age or possess legal parental or guardian consent, and are competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

You must be at least 18 years of age or possess legal parental or guardian consent to register as a member of this website. If we discover or have any reason to suspect that you have not reached 18 years of age or that you do not have legal parental or guardian consent, then we reserve the right to suspend or terminate your membership to this site immediately and without notice.

SECURITY POLICY

You are responsible for the security of your UNH media platform/Blackboard accounts. At minimum you must comply with all university policies, and you should follow university good practices. This means, for example, that you must use a strong password, not share that password with anyone else, change it periodically according to policy, and ensure that the workstation from which you are logging into the system is free of malicious software, and has the latest operating system, application and virus protection updates. Review the “Policies, Practices and Resources” information posted at http://it.unh.edu/itsecurity for more details.

HOLD HARMLESS AND INDEMNIFICATION

You agree to hold harmless and indemnify UNH, its employees, agents and representatives, from and against any third party claim arising from or in any way related to your use of the UNH media platforms, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys fees, of every kind and nature. If UNH receives notice of such a claim from someone other than the member whose use of the site is in question, UNH will provide that member with written notice of such claim, suit or action, at the email address provided by that member at the time of registration.

GRANT OF LICENSE

When you upload or post content to the UNH media platforms, that content becomes viewable by those designated by the individual uploading the videos. UNH does not claim that posting, uploading, inputting or submitting to the UNH media platforms changes the ownership of materials. However, by posting, uploading, inputting, providing or submitting your content to the UNH media platforms, you are granting UNH, its affiliated organizations and partners, a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit,
distribute and publish that content for the purposes of displaying that content or for any other educational use of that content.

By posting, uploading, inputting, providing or submitting your content, you warrant and represent that you own or otherwise control all of the rights to your content, including without limitation, all the rights necessary for you to provide, post, upload, input or submit the content and for UNH to post, upload, cross-post, or cross-upload the content.

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You shall be solely responsible for your own user-generated content and the consequences of posting or publishing said content. In connection with all content that you upload to the UNH media platforms, you affirm, represent and/or warrant to UNH and its third-party syndication, content and outreach partners that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use, and authorize UNH to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to said content; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in any uploaded media to use the name or likeness of each and every such identifiable individual person in the manner contemplated by the website and these Terms of Use.
If you download or print a copy of any UNH media platforms content or user-generated content for personal use, you must retain all copyright and other proprietary notices contained therein. You may not otherwise use, reproduce, display, publicly perform, or distribute such content in any way for any public or commercial purpose unless such use is expressly granted by a particular license.

If you believe that any of your intellectual property rights have been violated (e.g., your copyright or trademark infringed) by material available on the UNH media platforms, you will need to provide, at a minimum, the following information immediately:

A written notification of claimed infringement must be sent to the University Agent from the alleged copyright owner (Complaining Party) that includes substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the Complaining Party. As an electronic signature we accept FAX and a digitized image of the signature attached to e-mail.
2. Identification of the copyrighted work claimed to have been infringed.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or disabled, including information reasonably sufficient to permit the University to locate the material. For example, include the URL.
4. Information reasonably sufficient to permit the University to contact the Complaining Party, such as address, telephone number, and e-mail address.
5. A statement that the Complaining Party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For directions and more information on our copyright policy and procedure for reporting alleged copyright infringement, go to http://www.unh.edu/cis/dmca/

Any rights not expressly granted herein are reserved.

**PROHIBITED CONTENT**

In addition to the other content and/or action restrictions set forth in these Terms of Use and elsewhere on the UNH media platforms, the following content is prohibited:
• Content involving nudity, including but not limited to, nudity or partial nudity of children of any age.
• Content that exploits children or minors or that discloses any personally identifying information beyond a first name about persons under the age of 18.
• Content that disseminates personal information about another individual for malevolent purposes, including libel, slander, defamation or harassment.
• Content that is or may be deemed to be grossly offensive to the online community, including but not limited to, blatant expressions of bigotry, prejudice, racism, hatred and profanity.
• Content promoting or providing instructional information about illegal activities.
• Content promoting or providing instructional information about dangerous activities.
• Content depicting cruelty to animals.
• Copyrighted content or material that is used without the express permission of the owner.

Content intended to abuse, harass, stalk, threaten or otherwise violate the legal rights of others (such as the rights of privacy and publicity).

• Content that contains software or other material protected by intellectual property laws unless you own or control the rights thereto or have secured all necessary consents and/or licenses.
• Content or other material that contains viruses, corrupted files, or any other similar software or programs that may damage the operation of the UNH media platforms or another user's computer.
• Content that violates any applicable laws or regulations not specifically referenced herein.

As a condition of your use of the UNH media platforms, you warrant that you will not use the services offered on the site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the UNH media platforms in any manner which could damage, disable, overburden, or impair the UNH media platforms or interfere with any other parties' use and enjoyment of the site. You may not obtain or attempt to obtain any materials or information, including but not limited to, software and other UNH media platforms proprietary materials, through any means not intentionally made available or provided for through the UNH media platforms site.

UNH reserves the right to review materials uploaded to UNH media platforms and to remove any materials in its sole discretion for any reason or no reason, at any time, with or without notice to you. UNH reserves the right to terminate your access to any or all of the services offered by the UNH media platforms at any time without notice for any reason whatsoever.
UNH does not endorse or entirely control the content, messages or information found in any user-generated content or uploaded material and, therefore, UNH specifically disclaims any liability with regard to such user-generated content or uploaded material and any actions resulting from such user-generated content or uploaded material.

You agree to use the services provided by the UNH media platforms only for their intended, lawful purposes and in accordance with all applicable laws. You agree not to use the UNH media platforms in any manner that interferes with its normal operation or with any other users use and enjoyment thereof. You further agree that you will not access the UNH media platforms by any means except through the interface provided by the UNH and that you will not access the UNH media platforms from any territory where its contents are illegal.

UNH does not endorse any user-generated content or any opinion, recommendation or advice expressed therein, and UNH expressly disclaims any and all liability in connection with user-generated content. If notified by a user or a third party of uploaded material that allegedly does not conform to these Terms of Use, UNH may investigate the allegation and determine in good faith and in its sole discretion whether to remove the user-generated content.

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LAW AND JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New Hampshire. Disputes arising from these Terms of Use or your use of the UNH media platforms shall be exclusively subject to the jurisdiction of the courts of New Hampshire. Any cause of action you may have with respect to your use of this site must be commenced within one (1) year after the claim or cause of action arises.

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MISCELLANEOUS

If any of these Terms of Use or any other policies posted by UNH on the UNH media platforms should be determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these Terms of Use are intended to be effective, then to the extent permissible, such Term of Use or policy, or portion thereof, shall be severed and deleted.
from the remaining terms, conditions and policies, and the remaining terms, conditions and policies shall survive and continue to be binding and enforceable. The failure of UNH to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

The section headings contained in these Terms of Use are included for convenience only, and shall not limit or otherwise affect these terms and conditions.