

Global Health Media Project

Bringing care to life

Terms for Video Download Use

All videos on this website are protected by copyright. If you choose to download our videos, you agree to be legally bound by the following terms and conditions.

Usage Rights. Global Health Media Project (GHMP) grants the user permission to use downloaded GHMP videos solely for educational purposes for their own personal learning, or for educational activities that involve teaching, training, or providing health care information to others. The videos must be used "in whole" and may not be altered or changed in any way; for example, they cannot be clipped and no advertisements or overlays can be added. The user cannot sell or redistribute the videos. The user cannot upload the videos to their website, YouTube channel, social media websites, or other public or private platforms. Individuals and organizations that pay for a license will have a limited, non-exclusive, non-transferable, revocable License for the approximate number of learners indicated in their License.

Licenses available at no charge. Individuals who would like to use the videos for their own personal learning—or share them with other caregivers, friends, and families—may sign up for a free license. Individuals who teach or train only in lower-income countries—or who work for organizations working in these countries—may also sign up for a free license as long as they are not charging for educational activities. For the purposes of licensing, we define lower-income countries as all countries in Africa, Asia (excluding Japan, South Korea, and Taiwan), and Latin America. These organizations include Ministries of Health, UN organizations, hospitals, universities, and NGOs.

Licenses available for a fee. If you or your organization/company would like to use the videos in <u>any educational activities for which a fee is charged</u>, you must pay for a license. This is commercial use and paid licenses are required for use anywhere in the world, including lower-income countries.

If you or your organization/company would like to use the videos for educational activities in <u>any higher-income countries</u>, you must pay for a license, even if learners are not being charged directly. For purposes licensing, we define *higher-income countries* as USA, Canada, Europe, Japan, South Korea, Taiwan, Australia, and New Zealand. Educational activities include classes (in-person or online), workshops, and other educational activities provided by hospitals, clinics, universities, businesses, and government agencies or departments. In these higher-income regions, hospitals using our videos for patient or staff education and universities using our videos in courses are required to pay a fee to use the videos. The type of license you need depends on the number of learners in your programs or courses.

Example of licensing terms – courses and workshops. These terms apply to all licenses, both paid and unpaid. For <u>online courses</u>, Licensee can be embed the videos within their courses, but



Global Health Media Project

Bringing care to life

not distribute the videos separately or independently. The videos should not be used in any way that would make it possible for others to download, extract, or redistribute the videos as standalone files (that is, just the videos themselves, separate from the course or end use). For <u>inperson courses and workshops</u>, the videos can be shown in class, but not distributed as part of the class materials.

Example of licensing terms – hospitals and other health facilities. These terms apply to all licenses, both paid and unpaid. Licensee may use the videos for patient or staff education in a single hospital facility (defined as the main hospital building and adjacent buildings within the same complex) or a single clinic. Licensee may use the videos on their patient channel, CCTV systems, personal devices, and bedside delivery systems for both on-demand use and continuous play. Licensee may also make the videos available to their patients via a link to the hospital channel. Uploading the videos to Licensee's website is not permitted.

Copyright and Intellectual Property. GHMP retains full ownership of the videos, and all rights, title, and interest in and to the videos and their copyright. All rights not expressly granted in this Agreement are reserved by GHMP.

Payment and Renewal for Licenses. For individuals and organizations that pay for a video license, the license term and fee is for one year from the date of payment. Payments are non-refundable. When you make payment for a license, you will be enrolled in automatic renewal for the following year. You may cancel auto-renewal at any time if you do not wish to use the videos after the expiration date. After expiration, you'll need to stop using the videos and delete them from your program or course. You are welcome to renew at any time if you change your mind. The availability of videos that are licensed, revisions to them, the terms of this license, and pricing are subject to change at the time of license expiration without prior notice.

Termination. GHMP may terminate this Agreement immediately upon written notice to Licensee or other users if they breach this Agreement.

Disclaimer of Warranties. Anyone who downloads videos will use them at their own risk, and GHMP does not and cannot guarantee that the videos are accurate or up to date. The videos and their content are provided on an "as is" basis, without express and implied warranties and representations of any kind including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement.

Indemnification and Limitation of Liability. GHMP will not be liable to Licensees or other users or to any third party as a result of their use of the videos. Licensees and other users will indemnify and hold GHMP harmless from any claims related to their use of the videos. All disclaimers and liability limitations stated on the videos themselves remain in effect and apply to this Agreement. In no event shall GHMP, its directors, officers, employees, contractors, volunteers, affiliates, agents, or representatives be liable to the Licensee or other users or any third party for any



Global Health Media Project

Bringing care to life

damages, loss or injury, including, without limitation, any incidental, direct, indirect, consequential, exemplary, special, punitive, multiple or other indirect damages, including lost profits, arising out of or relating to this Agreement, the videos, or their use by Licensees or other users, whether based upon warranty, infringement, contract, tort, statute, strict liability, or otherwise.

No Assignment. Licensees or other users may not assign this Agreement, and/or any of its rights or obligations, without the prior written consent of GHMP, and any such attempt at assignment shall be void.

Governing Law. This Agreement is made in accordance with, and shall be governed, by the laws of the State of Vermont, which will be the sole and exclusive jurisdiction and venue for resolution of any disputes.

Entire Agreement. This Agreement is the sole and entire agreement between GHMP and the Licensee or other user relating to the use of videos downloaded hereunder. This Agreement may be changed only by a written statement signed by the authorized representatives of both parties.