

## Terms of Use

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*This is a human-readable summary of the Terms of Use.*

*Disclaimer: This summary is not a part of the Terms of Use and is not a legal document. It is simply a handy reference for understanding the full terms. Think of it as the user-friendly interface to the legal language of our Terms of Use.*

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### **Part of our mission is to:**

- **Empower and Engage** people around the world to collect and develop educational content and publish it for the greater public good.
- **Disseminate** this content effectively and globally, **free of charge**.

### **You are free to:**

- **Read** our articles free of charge.
- **Share and Reuse** our articles and other creative common media under free and open licenses.
- **Contribute To and Edit** various VideoWiki Articles.
- **Submit images and videos** with a creative commons license.

### **Under the following conditions:**

- **Responsibility** – You take responsibility for your edits.
- **Civility** – You support a civil environment and do not harass other users.
- **Lawful Behavior** – You do not violate copyright or other laws.
- **No Harm** – You do not harm our technology infrastructure.

- **Terms of Use and Policies** – You adhere to the below Terms of Use and to the applicable community policies when you visit our sites or participate in our communities.

**With the understanding that:**

- **You retain all the ownership of your Content** – unless you contribute your media files with a creative commons license to encourage free culture moment.
- **You just grant VideoWiki Foundation** a non-exclusive license to use the Content.
- **No Professional Advice** – the content of articles is for informational purposes only and does not constitute professional advice.

## **Our Terms of Use**

Welcome to VideoWiki! VideoWiki Foundation (**“the Foundation”** “we” or “us”), is a **registered non-profit** <sup>1</sup> whose mission is to empower and engage people around the world to collect and develop content for the greater public good, and to disseminate it effectively and globally, **free of charge**.

To support our vibrant community, we provide the essential infrastructure and organizational framework which serve this mission. We strive to make and keep educational and informational content from VideoWiki available on the internet free of charge, in perpetuity

**We welcome you** (“you” or the “user”) as a reader, editor, author, or contributor of the VideoWiki, and we encourage you to join the VideoWiki community. Before you participate, however, we ask that you please read and agree to the following Terms of Use (“Terms of Use”).

### **1. Overview**

- 1.1. These Terms of Use tell you about our public services at The Foundation, our relationship to you as a user, and the rights and responsibilities that guide us both.

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<sup>1</sup> VideoWiki Foundation is registered in India under section 8 of the Companies Act 2013.

*We want you to know that we display an incredible quantity of educational and informational content, all of which is contributed and made possible by users like yourself. Generally we do not contribute, monitor, or delete content (with the rare exception of policies like these Terms of Use or legal compliance for DMCA notices). This means that editorial control is in the hands of you and your fellow users who create and manage the content.*

- 1.2. *The community – the network of users who are constantly building and using VideoWiki – are the principal means through which the goals of the mission are achieved. The community contributes to and helps govern our sites.*
- 1.3. *You are welcome to join as a contributor, editor, or author, but you should follow the terms of use.*

## **2. Our Services**

- 2.1. *The **Foundation** is dedicated to encouraging the growth, development and distribution of free VideoWiki Content, and to build a multi-media based encyclopedia for the public free of charge. Our role is to manage VideoWiki. However, we act only as a platform, maintaining the infrastructure and organizational framework that allows our users to build the VideoWiki by contributing and editing content themselves. Because of our unique role, there are a couple of things you should be aware of when considering our relationship to you, VideoWiki, and the other users:*
- 2.2. **We do not take an editorial role:** *Because VideoWiki is collaboratively edited, all of the content that we display is provided by users like yourself, and we do not take an editorial role. This means that we generally do not monitor or edit the content of VideoWiki, and we do not take any responsibility for this content. Similarly, we do not endorse any opinions expressed via our services, and we do not represent or guarantee the truthfulness, accuracy, or reliability of any submitted community content. Instead, we simply provide access to the content that your fellow users have contributed and edited.*
- 2.3. **You are responsible for your own actions:** *You are legally responsible for your edits and contributions on VideoWiki, so for your own protection you should exercise caution and avoid contributing any content that may result in criminal or civil liability under any applicable laws. For clarity, applicable law includes laws of your country. Although we may not agree with such actions, we warn editors and contributors that authorities may seek to apply other country laws to you, including local laws where you live or where you view or edit content. The Foundation generally cannot offer any protection, guarantee, immunity or indemnification.*

### 3. **Privacy Policy**

- 3.1. *We **ask** that you review the terms of our Privacy Policy, so that you are aware of how we collect and use your information. Because our services are used by people all over the world, personal information that we collect may be stored and processed in India or any other country in which we or our agents maintain facilities. By using our services, you consent to any such transfer of information outside your country.*

### 4. **Content We Display**

- 4.1. ***You may find some material objectionable or erroneous:** Because we provide a wide array of content that is produced or gathered by fellow users, you may encounter material that you find offensive, erroneous, misleading, mislabeled, or otherwise objectionable. We therefore ask that you use common sense and proper judgment when using our services.*
- 4.2. *Our **content** is for general informational purposes only: Although we display a great deal of information that pertains to professional topics, including medical, legal, or financial issues, this content is presented for general informational purposes only. It should not be taken as professional advice. Please seek independent professional counseling from someone who is licensed or qualified in the applicable area in lieu of acting on any information, opinion, or advice contained in VideoWiki.*

### 5. **Refraining from Certain Activities**

- 5.1. ***VideoWiki**, managed by The Foundation, only exist because of the vibrant community of users like you who collaborate to write, edit, and curate the content. We happily welcome your participation in this community. We encourage you to be civil and polite in your interactions with others in the community, to act in good faith, and to make edits and contributions aimed at furthering the mission of VideoWiki.*
- 5.2. ***Certain** activities, whether legal or illegal, may be harmful to other users and violate our rules, and some activities may also subject you to liability. Therefore, for your own protection and for that of other users, you may not engage in such activities on our sites.*

5.3. *These activities include:*

**5.3.1. *Harassing and Abusing Others***

- *Engaging in harassment, threats, stalking, spamming, or vandalism; and*
- *Transmitting chain mail, junk mail, or spam to other users.*

**5.3.2. *Violating the Privacy of Others***

- *Infringing the privacy rights of others under the laws of the India or other applicable laws (which may include the laws where you live or where you view or edit content);*
- *Soliciting personally identifiable information for purposes of harassment, exploitation, violation of privacy, or any promotional or commercial purpose not explicitly approved by The Foundation; and*
- *Soliciting personally identifiable information from anyone under the age of 18 for an illegal purpose or violating any applicable law regarding the health or well-being of minors.*

**5.3.3. *Engaging in False Statements, Impersonation, or Fraud***

- *Intentionally or knowingly posting content that constitutes libel or defamation;*
- *With the intent to deceive, posting content that is false or inaccurate;*
- *Attempting to impersonate another user or individual, misrepresenting your affiliation with any individual or entity, or using the username of another user with the intent to deceive; and*
- *Engaging in fraud.*

**5.3.4. *Committing Infringement***

- *Infringing copyrights, trademarks, patents, or other proprietary rights under applicable law*

**5.3.5. *Misusing Our Services for Other Illegal Purposes***

- *Posting child pornography or any other content that violates applicable law concerning child pornography;*

- *Posting or trafficking in obscene material that is unlawful under applicable law; and*
- *Using the services in a manner that is inconsistent with applicable law.*

#### **5.3.6. Engaging in Disruptive and Illegal Misuse of Facilities**

- *Posting or distributing content that contains any viruses, malware, worms, Trojan horses, malicious code, or other device that could harm our technical infrastructure or system or that of our users;*
- *Engaging in automated uses of the site that are abusive or disruptive of the services and have not been approved by The Foundation;*
- *Disrupting the services by placing an undue burden on VideoWiki or the networks or servers connected with VideoWiki;*
- *Disrupting the services by inundating VideoWiki with communications or other traffic that suggests no serious intent to use VideoWiki for its stated purpose;*
- *Knowingly accessing, tampering with, or using any of our non-public areas in our computer systems without authorization; and*
- *Probing, scanning, or testing the vulnerability of any of our technical systems or networks unless all the following conditions are met:*
  - ✓ *Such actions do not unduly abuse or disrupt our technical systems or networks;*
  - ✓ *Such actions are not for personal gain (except for credit for your work);*
  - ✓ *Report any vulnerabilities VideoWiki developers (or fix it yourself); and*
  - ✓ *You do not undertake such actions with malicious or destructive intent.*

We reserve the right to exercise our enforcement discretion with respect to the above terms.

## **6. Password Security**

You are responsible for safeguarding your own password and should never disclose it to any third party.

## **7. Licensing of Content**

### **7.1. Text and Text-To-Speech Audio:**

All text and text-to-speech audio are licensed under Creative Commons Attribution-ShareAlike (CC-BY-SA) 3.0 or later.

### **7.2. Other Media Content:**

7.2.1. *Because we are dedicated to making content freely accessible to the public, we encourage you to submit images and videos with a creative commons license. All the content you upload will be directly uploaded to Wikimedia Commons. Please refer to the Wikimedia Foundation's Terms of Use to understand how their terms and conditions apply.*

7.2.2. By submitting Content to VideoWiki(which in turn gets uploaded to Wikimedia Commons), you hereby grant The Foundation a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, publish, adapt, make available online or electronically transmit, and perform the Content in connection with VideoWiki and The Foundation (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of VideoWiki (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of VideoWiki a non-exclusive license to access your Content through VideoWiki, and to use, reproduce, distribute, display, publish, make available online or electronically transmit, and perform such Content as permitted through the functionality of VideoWiki and under these Terms of Service. You understand and agree, however, that The Foundation may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

7.2.3. You further agree that Content you submit to VideoWiki will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant The Foundation all of the license rights granted herein.

7.2.4. Please keep in mind that the content we display is for general informational purposes only, so if you need expert advice for a particular question (such as medical, legal, or financial issues), you should seek the help of a licensed or

qualified professional. We also include other important notices and disclaimers, so please read these Terms of Use in their entirety.

## **8. Digital Millennium Copyright Act (DMCA) Compliance**

- 8.1. At the Foundation, we want to ensure that the content that we display can be re-used by other users without fear of liability and that it is not infringing the proprietary rights of others. In fairness to our users, as well as to other creators and copyright holders, our policy is to respond to notices of alleged infringement that comply with the formalities of the Digital Millennium Copyright Act (DMCA). Pursuant to the DMCA, we will terminate, in appropriate circumstances, users and account holders of our system and network who are repeat infringers.
- 8.2. However, we also recognize that not every takedown notice is valid or in good faith. In such cases, we strongly encourage users to file counter-notifications when they appropriately believe a DMCA takedown demand is invalid or improper. For more information on what to do if you think a DMCA notice has been improperly filed, you may wish to consult the Chilling Effects website.
- 8.3. If you are the owner of content that is being improperly used on one VideoWiki articles, without your permission, you may request that the content be removed under the DMCA. To make such a request, please email us at [info@tlrfindia.com](mailto:info@tlrfindia.com).
- 8.4. Alternatively, you may make a request to our community, which often handles copyright issues faster and more effectively than prescribed under the DMCA. In that case, you can post a notice explaining your copyright concerns. Before filing a DMCA claim, you also have the option of sending an email to the community at [info@tlrfindia.com](mailto:info@tlrfindia.com)

## **9. Termination**

- 9.1. **Though** we hope you will stay and continue to contribute to VideoWiki, you can stop using our services any time. In certain (hopefully unlikely) circumstances it may be necessary for either ourselves or the VideoWiki community or its members (as described in Section 10) to terminate part or all of our services, terminate these Terms of Use, block your account or access, or ban you as a user. If your account or access is blocked or otherwise terminated for any reason, your public contributions will remain publicly available (subject to applicable policies), and, unless we notify you otherwise, you may still access our public pages for the sole purpose of reading publicly available content on VideoWiki. In such circumstances, however, you may not be able to access your account or settings. We reserve the right to suspend or end the services at any time, with or without cause, and with or without notice. Even after your use and participation are banned, blocked or



otherwise suspended, these Terms of Use will remain in effect with respect to relevant provisions

## **10. Disputes and Jurisdiction**

- 10.1. We **hope** that no serious disagreements arise involving you, but, in the event there is a dispute, we encourage you to seek resolution through the dispute resolution procedures or mechanisms provided by VideoWiki or VideoWiki Community and The Foundation. If you seek to file a legal claim against us, you agree to file and resolve it exclusively in a state or national court located in India,
- 10.2. You also agree that the laws of the State of Maharashtra, and, to the extent applicable, the laws of the India will govern these Terms of Use, as well as any legal claim that might arise between you and us (without reference to conflict of laws principles). You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in India in any legal action or proceeding relating to us or these Terms of Use.
- 10.3. To ensure that disputes are dealt with soon after they arise, you agree that regardless of any statute or law to the contrary, any claim or cause of action you might have arising out of or related to use of our services or these Terms of Use must be filed within the applicable statute of limitations or, if earlier, one (1) year after the pertinent facts underlying such claim or cause of action could have been discovered with reasonable diligence (or be forever barred).

## **11. Disclaimers**

- 11.1. At The Foundation, we do our best to provide educational and informational content to a very wide audience, but your use of our services is at your sole risk. We provide these services on an "as is" and "as available" basis, and we expressly disclaim all express or implied warranties of all kinds, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that our services will meet your requirements, be safe, secure, uninterrupted, timely, accurate, or error-free, or that your information will be secure.
- 11.2. We are not responsible for the content, data, or actions of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. No advice or information, whether oral or written, obtained by you from us or through or from our services creates any warranty not expressly stated in these Terms of Use.

- 11.3. Any material downloaded or otherwise obtained through your use of our services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. You agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or communication maintained by the service. We retain the right to create limits on use and storage at our sole discretion at any time with or without notice.
- 11.4. Some states or jurisdictions do not allow the types of disclaimers in this section, so they may not apply to you either in part or in full depending on the law.

## **12. Limitation on Liability**

The Foundation will not be liable to you or to any other party for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, regardless of whether we were advised of the possibility of such damage. In no event shall our liability exceed one thousand U.S. dollars (USD 1000.00) in aggregate. In the case that applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, the above limitation or exclusion may not apply to you, although our liability will be limited to the fullest extent permitted by applicable law.

## **13. Modifications to these Terms of Use**

- 13.1. Just as the VideoWiki community's input is essential for the growth and maintenance of VideoWiki, we believe that community input is essential for these Terms of Use to properly serve our users. It is also essential for a fair contract. Therefore, we will provide these Terms of Use, as well as any substantial future revisions of these Terms of Use, to the community for comment at least ten (10) days before the end of the comment period.
- 13.2. Because it may be necessary to modify these Terms of Use from time to time, we will provide notice of such modifications and the opportunity to comment via VideoWiki and via email. However, we ask that you please periodically review the most up-to-date version of these Terms of Use. Your continued use of our services after the new Terms of Use become official following the notice and review period constitutes an acceptance of these Terms of Use on your part. For the protection of The Foundation and other users like yourself, if you do not agree with our Terms of Use, you cannot use our services.

## **14. Other Terms**

- 14.1. These Terms of Use do not create an employment, agency, partnership, or joint venture relationship between you and us, The Foundation. If you have not signed a separate agreement with us, these Terms of Use are the entire agreement between you and us. If there is any conflict between these Terms of Use and a signed written agreement between you and us, the signed agreement will control.
- 14.2. You agree that we may provide you with notices, including those regarding changes to the Terms of Use, by email, regular mail, or postings on VideoWiki.
- 14.3. If in any circumstance, we do not apply or enforce any provision of these Terms of Use, it is not a waiver of that provision.
- 14.4. You understand that, unless otherwise agreed to in writing by us, you have no expectation of compensation for any activity, contribution, or idea that you provide to us, the community, or the VideoWiki.
- 14.5. Notwithstanding any provision to the contrary in these Terms of Use, we (The Foundation) and you agree not to modify the applicable terms and requirements of any free license that is employed on VideoWiki, when such free license is authorized by these Terms of Use.
- 14.6. If any provision or part of a provision of these Terms of Use is found unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and will be enforced to the maximum extent permissible, and all other provisions of these Terms of Use will remain in full force and effect.

### **Thank You!**

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*We appreciate your taking the time to read these Terms of Use, and we are very happy to have you contributing to VideoWiki and using our services. Through your contributions, you are helping to build something really big – not only an important collection of collaboratively edited multi-media encyclopedia that provides education and information but also a vibrant community of like-minded and engaged peers, focused on a very noble goal.*

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