

Terms of Service

Terms of service for the licensing of individual films from the catalogue for a period of 1 or 3 years.

1. Introduction & Definitions

This Agreement is by and between Film Platform, and the person(s) and/or organization acquiring the Product(s) for the benefit of the institution at which such person is employed (such organization is the "Institution" and such person is "You" or "Your"). Film Platform and You (on behalf of Yourself and the Institution) hereby agree as follows:

Film Platform streams Content to Institutions (universities, schools, libraries, and other education institutions), which use such Content for viewing purposes only within their institution. Film Platform's online digital video Content for which licenses are available for purchase are provided by Film Platform via the online platform Website at <http://www.Filmplatform.net>. When an order is received from You (via mail, email, online purchase request/Order Form, phone, fax, or otherwise) Film Platform will generate an invoice and send to You, and such invoice is an "Order" hereunder. Access will be given to the Content via a URL, which will be designated by Film Platform and notified to you following receipt of the Order ("URL").

2. Acceptance of terms

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using <https://www.filmplatform.net/> website "Service") operated by Film Platform.

Your access to and use of the service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

3. Grant of rights

Subject to the terms and conditions of this Agreement, for the applicable Subscription Term, and subject to full payment of the Price, Film Platform grants to you a nonexclusive, nontransferable, limited license, without right of sublicense, to access and exhibit the Content on a streaming-only basis via the URL and through Film Platform's search and retrieval software only in the Territory to the Authorized Users for the Authorized Use and in compliance with all applicable laws in the Territory. "Authorized Users" means the Institution's currently enrolled students, employees, faculty, staff, affiliated researchers, distance learners, authorized attendees at educational classes hosted by the Institution, and visiting scholars authorized to view the Content including by remote access through an authentication (proxy) server that guarantees access only by Authorized Users. "Authorized Use" means real-time viewing of a digital transmission, for educational purposes only.

All rights granted to you under this TOS are subject to your compliance with the TOS and may only be exercised for your non-commercial educational use. You are prohibited from screening or streaming the materials for commercial and/or monetary gain, i.e. a public presentation of the materials shall not require entrance fees or used for the purpose of fund raising.

4. User Conduct

Film Platform reserves all rights not granted herein. You shall not, and shall not permit any third party to: (a) copy, store, upload or download, or otherwise reproduce the Content or the software or systems supporting the Content (collectively, the " Film Platform IP"); (b) use the license to access Content for which a subscription has not been purchased; or (c) decompile or reverse engineer, reverse compile, disassemble, or access the source code for, stream capture, archive, download, broadcast, transmit, retransmit, circumvent content protections of, scrape, use any data mining, data gathering or extraction method on, modify or create a derivative work of, remove, obscure, or modify copyright notices for, sell, rent, lease, loan, market, distribute, commercially exploit, transfer, assign, or sublicense, recreate, display (except as permitted), perform, post, use, replicate, frame, mirror, disclose, publish, or translate the Film Platform IP, or any component thereof.

5. Required information

Our system works through IP authentication. Users coming from home / off campus will have to login to your school's proxy server /VPN before being able to stream. In order to supply you with our services we will first ask for certain technical details.

6. Terms of payment

The Institution shall pay the consideration as specified on the applicable Order for the license to the Content during each Subscription Term ("Price"). The Price shall be paid prior to supply of Content and as a condition thereto. Price, fees and charges may change periodically, and Content may cease to be available for renewal in subsequent Subscription Terms. The Price is exclusive of all taxes, which are Your responsibility. You are responsible for all internet/wireless access charges.

7. License Period

The license period commences at the time the film is given access and for the duration specified in the invoice. At the end of this time, the film will no longer be available to you, unless you request a renewal in advance.

8. Modifications to the service

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 14 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

9. Term of Agreement

This Agreement will commence on the date the Order is placed (the "Effective Date") and will remain in effect until terminated by Film Platform or you in accordance with this Agreement. License for Content is valid for the applicable Subscription Term, unless earlier terminated.

Last updated: July 2020

Contact Us

If you have any questions about these Terms, please [contact us](#).