

Terms of Use

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National University of Singapore (“NUS”) maintains various websites (collectively referred to as “NUS websites” and individually an “NUS website”) for the convenience of its staff, students, alumni and/or certain members of the public permitted access to and/or use of a NUS website, as applicable (collectively referred to as “you” or “Users” and individually a “User”).

NUS Media Repository is sharing platform for teachers and students to create and share video content in support for teaching and learning. NUS Media Repository includes (but is not limited to) geNiUSchannels and MediaWeb.

By accessing or using any of these platforms, or any of its related sites, you accept these specific terms and conditions and the Terms of Use in section B in full. If you disagree with any part of the terms and conditions, you must not use the NUS Media Repository or any of its related sites.

Users for the purpose of the NUS Media Repository sites include those who are authors or editors (“Authors”) contributing or posting to the portal. Users shall also abide by applicable laws and policies. Users are personally accountable for your use and any breach of the terms and conditions by you may also constitute an offence at law.

NUS Media Repository should only be used for academic, research, or co-curricular purposes within the NUS community. Users should not make any video content or other materials in the NUS Media Repository available to the public. For any other use, please seek permission from NUS by email to: citns@nus.edu.sg. In the event that the User makes available to members of the public any content from NUS Media Repository, the User shall be solely and entirely responsible for any claims, losses or damages arising out of or in connection with such content or User’s acts or omissions.

NUS Media Repository is made available during such hours as determined by NUS at its sole discretion, which may be changed from time to time without notice. NUS reserves all rights to deny or restrict access to the content, to any particular person or registered user or organization, or to block access from any particular Internet address to this website, at any time, without ascribing any reasons whatsoever.

Users are responsible for maintaining the security of your account, password associated with your registration and website. Users are fully responsible for all activities that occur under the account and any other actions taken in connection with the website. Users must immediately notify NUS of any unauthorized uses or any breaches of security. Your use of the platform may be monitored (though NUS is not obligated to do so) and you agree to NUS monitoring such use should NUS choose randomly and at its discretion to monitor a NUS website.

Users are entirely responsible for the content of, and any harm resulting from, any content posted or made available in connection with your account, such as website links, text, graphics, audio and video files, computer programs or other materials. By making content available, you represent and warrant that:

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- you have required consent or permission from the rights holder to post or make available the content;
- the content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the content is not spam and does not contain unethical content designed to further unlawful acts such as phishing, misleading recipients or spoofing;
- the content is not pornographic, does not contain threats or violence towards individuals or entities, and does not violate the privacy or publicly rights of any third party;
- your site is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- your site is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your website’s URL or name is not the name of a person other than yourself or company other than your own; and
- you will not post any content that may damage the reputation or goodwill of NUS;

All content or materials published in the NUS Media Repository shall be non-confidential. No personally identifiable information (or personal data) shall be published without the consent of the person in question.

Users who are Authors shall be responsible for moderating all comments posted on their website. The views and opinions expressed by individuals or Authors on the website(s) are strictly those of the individuals or the Author(s) and they do not reflect the views of NUS.

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Copyright, IP and Data Management

All content deposited to or created for NUS Media Repository are also subject to legal, contractual, policy, privacy or rights restrictions as applicable, in accordance with (but not limited to) the [NUS Policies Relating to University Intellectual Property](#), [NUS Research Data Management Policy](#) and [NUS Data Management Policy](#), [NUS Instructional Materials Management Policy](#) and [Singapore Copyright Act \(Cap 63\)](#) and its subsidiary legislation.

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Take Down Policy

NUS reserves the right to restrict access to or remove any content on the NUS Media Repository if the content or material is found to be in violation of the terms and conditions.

Report inappropriate content

If you believe, content on any of the User sites is unlawful or in violation of the NUS Media Repository terms and conditions or Terms of Use, please contact NUS IT Services by citns@nus.edu.sg with the link to the relevant page(s), and a short description of the violation.

Upon receipt of your report, NUS will a) acknowledge the receipt of your report and make an initial assessment of its validity; b) notify the page author to allow them an opportunity to respond; c) temporarily restrict access to the content that is subject to the report, unless the report is deemed superfluous, or clearly acceptable; and d) consult with NUS leadership, or legal services, where necessary.

Disclaimers and Liability

The NUS Media Repository is provided on an "as is" and "as available" basis. To the extent permitted by law, NUS disclaims all warranties or conditions of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

NUS does not review any third party websites and is not responsible for any content, data or materials from any such websites. You accept that the third party data and materials contained in the platform, or otherwise drawn from third

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NUS does not warrant that the NUS Media Repository will meet your requirements or that the NUS Media Repository will be available at all times uninterrupted, secure, accurate or error free. NUS does not control internet transmission and provides no warranty over security of any information transmitted over the internet. Any data transmitted by you through the NUS Media Repository is transmitted at your own risk.

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NUS shall not be liable for any loss, damage or penalty resulting from any failures in performance of any obligations under these terms and conditions as a result of events beyond the reasonable control of NUS.

You undertake to indemnify and hold harmless NUS at all times against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained or incurred by NUS directly or indirectly in connection with, your access to and/or use of the NUS Media Repository, or any materials, derivative works produced by you derived from the NUS Media Repository, or your breach of any of the terms and conditions.

NUS accepts no liability for any claims, penalties, losses, or expenses arising from the use of, or reliance on any User Content; use of or inability to use the websites; or unauthorized access or alteration to the websites.

NUS will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Changes

NUS reserves the rights to amend or replace these terms and conditions at any time. If a substantive change is made, NUS will post a prominent notice on the NUS Media Repository website. Users agree to the changes by continuing to access to or use the NUS Media Repository.

Termination

Your rights to use the NUS Media Repository shall terminate immediately in the event that you are in breach of any of the terms and conditions. NUS may terminate your access and use of the NUS Media Repository at any time without providing any reasons whatsoever. Upon termination, you shall immediately cease to use or access the NUS Media Repository. All provisions and clauses in the terms and conditions so intended to survive after termination shall survive such termination.

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B. GENERAL TERMS AND CONDITIONS

Acceptance

1. By accessing and/or using a NUS website, Users shall be deemed to have agreed to be bound by all the terms and conditions set out herein ("Terms of Use") and any specific terms and conditions, which shall govern the use of all NUS websites wherever applicable. If a User does not agree with any part of the Terms of Use or any specific terms and conditions, the User should discontinue access to and/or use of the applicable NUS website immediately. In the event of inconsistency between any of the general terms and conditions set out in this Section B and any specific terms and conditions above in Section A, the specific terms and conditions shall prevail.

Users' Conduct

2. Users shall use NUS websites for lawful purposes only. Where Users are permitted to post or transmit material through a NUS website, Users shall not post or transmit any material which:
 - (i) is or may reasonably be construed as defamatory, discriminatory, incendiary, threatening, abusive, vulgar, obscene, profane, plagiaristic or otherwise objectionable;
 - (ii) violates the rights of others, contains unsubstantiated claims, is invasive of another person's privacy, encourages criminal conduct, gives rise to civil liability or otherwise violates any law or regulations in any jurisdiction;
 - (iii) contains viruses, trojan horses, worms, time bombs, cancelbots or any other harmful or disruptive programmes;
 - (iv) is protected by intellectual property rights or any other applicable law unless the requisite consents have been obtained; or
 - (v) may cast NUS in a negative light.
3. Users shall not:
 - (i) use a NUS website for purposes of impersonating any person or entity;
 - (ii) use a NUS website to transmit any chain letters or junk email to other Users;
 - (iii) use the account, username, or password of another User at any time;
 - (iv) disclose their passwords to any third party or permit any third party to access their accounts;
 - (v) use any information obtained from a NUS website to harass, abuse, or harm another person;
 - (vi) interfere with or disrupt a NUS website or servers or networks connected to the NUS website or disobey any requirements, procedures, policies or regulations of networks connected to the NUS website;
 - (vii) use a NUS website to undermine the security of, tamper with or access NUS' IT resources, or attempt to do any of the same, for example by 'cracking' passwords or modifying or attempting to modify the files of other Users or software components of NUS' IT resources; or
 - (viii) use a NUS website in any manner inconsistent with any and all applicable laws and regulations.
4. NUS websites are for the personal use of Users only and may not be used in connection with any commercial endeavours, including the sale and purchase of goods and services as a business. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from a User's profile or webspace without notice and may result in suspension or termination of the User's access and/or use of any NUS website. NUS' decision on what constitutes commercial use shall be final.
5. Illegal and/or unauthorized use of a NUS website, including collecting usernames and/or email addresses of Users by electronic or other means is prohibited. NUS reserves the right to investigate and take appropriate legal action against anyone who, in NUS' sole discretion, violates this provision.

Privacy

6. The terms of the NUS Privacy Statement found at <http://www.nus.edu.sg/policy.php> are incorporated into and made part of these Terms of Use and all references to "website" or "site" therein shall mean any and all NUS websites.

NUS' Intellectual Property Rights

7. NUS websites incorporate contents and materials belonging to NUS ("NUS Content"), which are protected by copyright, trademark, patent and other intellectual property laws in Singapore and overseas, as applicable.

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10. NUS' name and trademarks should never be removed from pages on which they originally appear and web pages from NUS websites should always appear exactly as posted without variation, unless NUS' prior written approval was obtained.

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11. Users shall retain ownership rights in any text, files, images, photos, videos, sounds or any other materials that Users upload or post on any NUS website ("User Content"). Any such User Content shall not constitute confidential information of the Users and Users authorise NUS to do anything necessary to such User Content to enable the release of the same for viewing on a NUS website.
12. The User represents and warrants that: (i) he/she owns the User Content uploaded or posted by him/her on or through any NUS website or has otherwise obtained the right to upload or post the same, and (ii) the posting of the User Content on or through any NUS website does not violate the intellectual property or other rights of any person.
13. Users may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any User Content belonging to any other User which appears on or through any NUS website without that other User's consent.

Removal of User Content and Restriction of Access

14. NUS may delete from any NUS website any User Content that it deems in its sole judgment to have violated these Terms of Use and reserves the right to restrict, suspend or terminate at its discretion any User's access to part or all of the NUS websites at any time, without notice or reason given and without liability.

Links from Other Websites to NUS websites

15. NUS reserves the right to require the removal of any links from external websites to a NUS website. Deep linking to the web pages of any NUS website is prohibited. Any links created by a User to a NUS website should be text links containing our domain name and which transfer other visitors directly to the applicable NUS website. The contents of a NUS website should not appear within the frames of others, nor be accompanied in any way by third-party material that may create a false or mistaken impression in the mind of the viewer about NUS' affiliation or association with or endorsement of the third party site, frame, or material.

Links to Third Party Websites

16. Users' web pages on a NUS website may contain links to third party websites. NUS does not monitor and shall not be responsible for the contents, materials, opinions expressed on such third party websites or their accuracy thereof. Inclusion of any link to such third party websites on a NUS website does not imply approval or endorsement of the linked third party websites by NUS and Users access such linked third-party websites at their own risk.

Disclaimers

17. All NUS Content are provided "as is". NUS has used all reasonable endeavours to ensure that NUS Content posted on NUS websites are correct at the time of posting. However, NUS gives no warranty and accepts no

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19. NUS assumes no responsibility for monitoring User Content and conduct on any NUS website and shall not be taken to have assumed any responsibility for any User Content or conduct on any NUS website or for removing or regulating the same, should it choose randomly and at its discretion to monitor a NUS website.
20. NUS shall not be responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or for any damage to the User's computer equipment related to or resulting from access to or use of any NUS website.
21. NUS shall not be held responsible or liable in any way for any and/or all consequences, including without limitation damages for loss of profits, business interruption, or loss of information, that may be incurred by a User as a direct or indirect result of access to a NUS website or of using, or the inability to use, any materials or contents on a NUS website, even if NUS has been advised of the possibility of such damages in advance. To the extent permissible by law, no right of action by a User will arise as a result of personal injury or property damage, howsoever arising, sustained as a result of access to a NUS website or of reference to or reliance upon any information contained in or omitted from a NUS website, whether through neglect or otherwise.

Indemnity

22. The User shall indemnify and hold NUS harmless from any loss, liability, claim, or demand made by any third party due to or arising out of the User's use of any NUS website in violation of these terms and conditions.

Disputes

23. Users are solely responsible for their interactions with other Users on a NUS website. NUS reserves the right, but has no obligation, to monitor any disputes between Users.

Governing Law and Jurisdiction

24. These Terms of Use are governed by and construed in accordance with the laws of Singapore and any legal action or proceeding between NUS and a User for any purpose concerning these Terms of Use shall be brought in a court of competent jurisdiction in Singapore.

Variation of Terms of Use

25. NUS may modify these Terms of Use from time to time and such modification shall be effective upon posting on the applicable NUS website. Users shall be bound by any changes to these Terms of Use when Users continue to access and/or use the applicable NUS website after any such modification is posted and hence should review these Terms of Use regularly for the latest updated version.