Learning on Screen Box of Broadcasts Terms and Conditions

1. Definitions

Subscription	Access to Box of Broadcasts for eligible staff and students (or
	staff only in Schools), including streaming services and
	support such as usage data and access issues.
Subscriber(s)	The purchasing educational institution.
Educational	UK-based Higher Education, Further Education institutions or
Institution	Schools with formal recognition from the Department for
	Education or other UK bodies covered by an ERA licence.
User/s)	Staff or students authorised to access the Subscription.
Member Rep(s)	Designated representatives of the Member institution.
Term	Subscription runs annually from 1 August to 31 July.
Fees	Payment required for the Subscription.

2. Eligibility

- These terms apply to Educational Institutions.
- All Subscribers must be Members of Learning on Screen.
- We may refuse or cancel membership if eligibility requirements for Educational Institutions are not met.

3. Subscription Term and Fees

- Subscription begins when you confirm in writing and pay the Fees.
- Fees must be paid in advance and cover the full Term.
- New Subscribers joining mid-year are charged pro-rata until 31 July.
- Your Subscription Fees will be invoiced at least 15 days in advance of 1st August and the invoice must be paid within 30 days of the issue date on the invoice.
- Subscription is non-transferable and limited to current staff and students of the registered institution (or staff only for Schools).
- VAT or other taxes apply as required.

4. Renewals and Price Changes

- Subscriptions auto-renews annually on 1st August unless cancelled.
- We reserve the right to apply annual price increases to Subscription fees. Price increases in fees will be notified to you at least four months before any price changes or changes to your Subscription Services.
- All price increases would be applied on 1st August at the start of your next billing cycle.
- If you do not accept the changes, you must cancel by 15th June to avoid renewal. Please see the Cancellation section below.

5. Cancellation

• You can cancel your Box of Broadcasts Subscription and you will continue to have access to the service through to the end of your annual billing period.

- Cancellation must be emailed to members@learningonscreen.ac.uk by 15th June to avoid auto-renewal.
- Subscription Service access may also end if:
 - o The institution ceases to exist
 - o Fees are unpaid for over 90 days
 - Trustees resolve that your Subscription access is harmful to Learning on Screen
- New Subscribers have 14 days from joining to cancel and receive a full refund.
- Refunds are not issued for partial terms or unused services.
- Learning on Screen reserve the right to cancel Subscription Membership Service access if a Subscriber is found to be in breach of these Terms.

6. Subscription Services

- Box of Broadcasts is for educational, non-commercial use only and Subscribers must be an Educational Institution with a valid ERA license.
- Staff and students may stream, create clips, and use content within the platform.
- Logins must not be shared. Each user must keep their credentials secure.
- All use must comply with copyright law and the ERA licence.
- Box of Broadcasts content cannot be requested through our off-air request service and Users may not download, share or use content outside the platform.
- We retain ownership or licences for all content and grant you a limited licence for educational use only.
- Content is for guidance and not legal advice. Users must confirm its suitability before use.
- We do not accept liability for how content is used.
- Learning on Screen provide regular and essential maintenance across our digital services, and as such we cannot guarantee a completely uninterrupted service. However, we endeavour to minimise service disruption for users and aim to avoid completing major maintenance during peak access times.
- Service quality may vary depending on Users internet and device conditions.
- We reserve the right to amend or remove features, with member consultation where possible.

7. Promotional Offers

- From time to time, we may offer limited-time promotions (e.g. trials).
- Those with an existing Subscription may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent Learning on Screen Subscription to determine Offer eligibility.

8. Communication

 You agree to provide and maintain accurate information relating to your account. This includes a contact with valid email address of at least one designated Member Rep so we can send you account related communications.

- We will send essential communications about your Subscription to these contacts, including finance, service status updates, improvements and changes.
 Member Reps are not eligible to opt out of these essential communications.
- You may receive optional updates about events, offers or services. You can opt out of these at any time.
- We do not accept responsibility for third-party services promoted through our platform.

9. Customer Support

- Learning on Screen shall respond to all customer service issues and requests Monday through Friday 10AM to 5PM local time, excluding holidays.
- We aim to respond to queries within 2 business days.
- We will make every reasonable attempt to resolve Member queries and requests as quickly as possible.

10. Data Protection and Confidentiality

- We handle personal data in line with our Privacy Policy <u>here</u>.
- You must have permission to share others' data with us.
- Keep confidential any non-public information we share with you.
- We may use anonymised member feedback in our marketing.

12. General Terms

- We are not liable for delays caused by events beyond our control.
- This agreement replaces any previous terms discussed.
- If any part of this agreement is invalid, the rest remains in effect.
- Only the parties to this agreement can enforce its terms.
- We are not liable for any indirect, third-party or future claims.
- English law governs this agreement. Disputes will be settled in the courts of England and Wales.

13. Agreement

By paying your fees, you agree to these Terms and Conditions.

14. Updates to These Terms

- We may update these Terms and will give 30 days' notice of any significant changes. If you do not accept the changes, cancel before they apply.
- The latest version will always be available on our website.