

## **Terms of Use**

Your use of this Website is subject to the following terms of use, which you are deemed to accept by using the Website:

Yorkshire Film Archive URL <http://www.yorkshirefilmarchive.com>

The Website is operated by Yorkshire Film Archive (a company registered in England and Wales with company number 4480153, and a registered charity, number 1093468). In these Terms of Use, "we" and "us" means Yorkshire Film Archive, and "you" means any user of the Website.

By using the Website you agree to be bound by these Terms of Use. We reserve the right to amend these Terms of Use from time to time without notice to you and you agree to be bound by any such changes in your subsequent use of the Website. Therefore we recommend that you periodically revisit this page to review current Terms of Use. The latest version of these Terms of Use will govern any future usage by you of the Website.

These Terms of Use are governed by English law and are subject to the exclusive jurisdiction of the English courts.

## **Intellectual Property Rights**

In these Terms of Use, when we refer to "intellectual property rights", we mean copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill, rights in designs, rights in confidential information and any other intellectual property rights whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights.

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You must not alter or try to alter any part of the Website, other than the comments section of the Website.

### **Use of the Website**

You agree that in using the Website you will not upload or post anything to the Website that violates or may violate the intellectual property rights of a third party or which is unlawful, or which is or may be harmful, threatening, abusive, offensive, defamatory, obscene, libellous, invasive of another's privacy or which contains software viruses or any other files or programs that may interrupt, destroy or limit the functionality of this Website, or which is for a commercial purpose.

You will not misrepresent your identity or affiliation with any other person or organisation on the Website, and you will not use or seek to use the Website to send junk email or 'spam' to people who do not wish to receive email from you, to conduct, display or forward surveys, raffles, lotteries, contests, pyramid schemes or chain letters.

You agree to indemnify us and keep us indemnified in full from and against any loss, damage, costs or expenses which we suffer or incur directly or indirectly as a result of your use of the Website.

You agree that your use of the Website is on an "as is" and "as available" basis, and that it is at your own risk. To the maximum extent permitted by law we disclaim and exclude all and any liability whatsoever in relation to the Website or any links from the Website. All and any implied warranties, terms or conditions are hereby excluded. We will not be liable to you for any economic loss, loss of reputation or special or indirect or consequential loss you may incur as a result of or in connection with the Website or any links from the Website. Nothing in these Terms of Use shall be construed as excluding or limiting our liability for death or personal injury caused by our negligence.

### **Links**

On the Website you could be offered links to other websites. We have not reviewed all of the sites linked to the Website and we are not responsible for the content of any off-site

pages or other sites linked to this Website. You link to any off-site pages or other sites at your own risk.

### **Linking to our site**

You may link to the Website from another webpage only in accordance with the following rules:

Links must not (in our opinion) actually or potentially damage, dilute or tarnish the goodwill associated with us or any of our business names, brands or intellectual property, or create the impression that your website and/or organisation is sponsored, endorsed by, affiliated and/or associated with us or the Website. You may not 'frame' this Website or alter its intellectual property or the Materials or any intellectual property in them in any other way. You may not link to the Website from a site that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise deemed inappropriate, as determined by us in our sole discretion. We reserve the right, in our sole discretion, to terminate a link with any website for any reason and at any time.

We are not responsible for the content or performance of any portion of the Internet including other websites to which the Website may be linked or from which the Website may be accessed. Please inform us of any errors or inappropriate material found on websites to which this Website is or may be linked.

### **Comments**

The Comments interactive area offered on the Website is provided for users to share information or leave comments. We will monitor these posts but we do not endorse and we are not responsible for the content of these messages or the views or opinions expressed by the users. We will show your name with your posting, unless you request otherwise, but for operational reasons this is not always possible. We reserve the right, but we are not obligated, to delete, move or edit content, in whole or in part, submitted by you to the Website for any reason in our sole discretion.

Postings must be civil, tasteful, constructive and polite, not mean-spirited or contributed with the intention of causing trouble. Unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable and will be removed.

You hereby grant to us an irrevocable, unconditional, royalty free, perpetual licence to use, reproduce, transmit, broadcast, publish, distribute, edit, adapt, use, license and display any content that you post or submit to the Website and you irrevocably waive any intellectual property rights you may have in such content. You warrant and represent to us that the content of any item posted by you is original to you and does not infringe upon, misappropriate or violate the rights of any third parties, including, without limitation, any intellectual property rights, rights of publicity or privacy or any other proprietary rights. You agree and understand that the Yorkshire Film Archive is not obligated to use any items posted by you on the Website or otherwise and you have no right to compel such use.

## **Registration**

Certain areas of the Website may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Website.

If you register with the Website, you agree to accept responsibility for all activities that occur under your account or password. When you provide information to the Website, you agree to provide only true, accurate, current and complete information. You are responsible for maintaining the confidentiality of your password. We reserve the right to terminate your membership and/or deny access to the Website to any person in our sole discretion for any reason or no reason at any time.

## **Privacy statement**

Personal data/information that is collected by us from the Website is used for the purposes of analysis of website visitation, and to improve the content of the Website.

Information volunteered by you is used to notify you about updates to the Website, or to notify you about upcoming events and programs. This information is not shared with other organisations for commercial purposes. We will not pass it on to any third party without your consent.

You hereby consent to this use of your personal data as described above.

This privacy statement only covers the Yorkshire Film Archive Website. This statement does not cover links within this site to other websites.

## **Contact information**

In the event that you wish to contact us for any reason, contact details are as set out in the 'contact us' section of the Website or you may email [yfa@yorks.ac.uk](mailto:yfa@yorks.ac.uk).

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