



Advanced IT Services

Terms & Conditions

www.aitn.co.uk

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Terms And Conditions

Terms of Use

1. Your relationship with Advanced IT Services

1.1 Your use of the Advanced it services website (the "Website") and any products, software and services, including the Advanced it services embeddable video player (the "Advanced it services Player") provided to you on the Website by Advanced it services (collectively called the "Services" in this document) is subject to the terms of a legal agreement between you and Advanced it services.

1.2 Your legal agreement with Advanced it services is made up of (A) the terms and conditions set out in this document.

1.3 The Terms form a legally binding agreement between you and Advanced it services in relation to your use of the Services. It is important that you take the time to read them carefully.

1.4 The Terms apply to all users of the Website, including users who are also contributors of video content, information, and other materials or services to Advanced it services.

2. Accepting the Terms

2.1 In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by simply using the Services. You understand and agree that Advanced it services will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Advanced it services, or (b) you are a person who is either barred or otherwise legally prohibited from receiving or using the Services under the laws of the country in which you are resident or from which you access or use the Services.

2.4 You should print off or save a local copy of the Terms for your records.

3. Language of the Terms

3.1 Where Advanced it services provides you with a translation of the English language version of the Terms, then the translation is provided for your convenience only and you agree that the English language versions of the Terms will govern your relationship with Advanced it services.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Changes to the Terms

4.1 Advanced it services may make changes to the Terms from time to time.

4.2 You understand and agree that if you use the Services after the date on which the Terms have changed, Advanced it services will treat your use as acceptance of the updated Terms.

4.3 You should check the Terms regularly for changes.

5. Advanced IT Services Accounts

5.1 In order to access some features of the Website or other Services, you will have to create an Advanced it services account. When creating your account, you must provide accurate and complete information. It is important that you must keep your Advanced it services account password secure and confidential.

5.2 You must notify Advanced it services immediately of any breach of security or unauthorized use of your Advanced it services account that you become aware of.

5.3 You agree that you will be solely responsible (to Advanced it services, and to others) for all activity that occurs under your Advanced it services account.

6. General Restrictions On Use

6.1 Advanced it services hereby grants you permission to access and use the Website and the Services, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of these Terms on your part:

6.1.1 you agree not to distribute any part of or parts of the Website, including but not limited to any User Submissions (as defined below), in any medium without Advanced it services's prior written authorization;

6.1.2 you agree not to alter or modify any part of the Website or any of the Services (including but not limited to the Advanced it services Player and its related technologies);

6.1.3 you agree not to access User Submissions (defined below) or other content made available on the Website (including Advanced it services Content, as defined below) through any technology or means other than the video playback pages of the Website itself, the Advanced it services Player, or such other means as Advanced it services may explicitly designate for this purpose;

6.1.4 you agree not to (or attempt to) circumvent, disable or otherwise interfere with any security related features of the Website or features that (i) prevent or restrict use or copying of any User Submissions or Advanced it services Content or (ii) enforce limitations on use of the Website or the content accessible on the Website;

6.1.5 You agree not to use the Website or any Services (including the Advanced it services Player) for any commercial use, without the prior written authorization of Advanced it services. Prohibited commercial uses shall include, without limitation:

6.1.6 the resale of access to the Website or any of the Services (such as the Advanced it services Player) on another website for the primary purpose of gaining advertising or subscription revenue; and

6.1.7 the redistribution of the Services (including any User Submissions accessible through such Services) for the primary purpose of generating revenue from a substantially similar or comparable business enterprise to that carried on by Advanced it services,

6.1.8 but shall not include (i) uploading an original video to Advanced it services, (ii) maintaining an original channel on the Website in order to promote a business or artistic enterprise, and (iii) any use that is expressly authorized by Advanced it services in writing;

6.1.9 if you use the Advanced it services Player on your website, you must include a prominent link back to the Website on the pages containing the Advanced it services Player and you may not modify the Advanced it services Player in any way;

6.1.10 you agree not to use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Website in a manner that sends more request messages to the Advanced it services servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser;

6.1.11 you agree not to collect or harvest any personal data of any user of the Website or any Service (and agree that this shall be deemed to include Advanced it services account names);

6.1.12 you agree not to use the Website and the Services (including the comments and email features in the Website) for the solicitation of business in the course of trade or in connection with a commercial enterprise;

6.1.13 you agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions; and

6.1.14 you agree not to access User Videos (as defined below) for any reason other than your personal, non-commercial use solely as intended through and permitted by the normal functionality of the Services, and solely for Streaming. "Streaming" means a contemporaneous digital transmission of the material by Advanced it services via the Internet to a user operated Internet enabled device in such a manner that the data is intended for real-time viewing and not intended to be downloaded (either permanently or temporarily), copied, stored, or redistributed by the user.

6.2 You agree that you will comply with all of the other provisions of the Terms and the Advanced it services Community Guidelines at all times during your use of the Services.

6.3 Advanced it services grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Advanced it services reserves the right to revoke these exceptions either generally or in specific cases.

6.4 Advanced it services is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Advanced it services provides may change from time to time without prior notice to you.

6.5 As part of this continuing innovation, you acknowledge and agree that Advanced it services may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Advanced it services's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Advanced it services when you stop using the Services.

6.6 You agree that you are solely responsible for (and that Advanced it services has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Advanced it services may suffer) of any such breach.

7. Copyright Policy

7.1 Advanced it services operates a clear copyright policy in relation to any User Submissions which are alleged to infringe the copyright of a third party. Details of that policy can be found below.

7.2 As part of Advanced it services's copyright policy, Advanced it services will terminate user access to the Website if a user has been determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice.

8. Your User Submissions

8.1 As an Advanced it services account holder you may submit video content (“User Videos”) and textual content (“User Comments”) (collectively referred to as “User Submissions”). You understand that whether or not such User Submissions are published, Advanced it services does not guarantee any confidentiality with respect to any User Submissions.

8.2 You retain all of your ownership rights in your User Submissions, but you are required to grant limited license rights to Advanced it services and other Website users. These are described in paragraph 10 of these Terms (Rights you license).

8.3 You understand and agree that you are solely responsible for your own User Submissions and the consequences of posting or publishing them. Advanced it services does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Advanced it services expressly disclaims any and all liability in connection with User Submissions.

8.4 You represent and warrant that you have (and will continue to have during your use of the Services) all necessary licenses, rights, consents, and permissions which are required to enable Advanced it services to use your User Submissions for the purposes of the provision of the Services by Advanced it services, and otherwise to use your User Submissions in the manner contemplated by the Website and these Terms.

9. Content of your User Submissions

9.1 You agree that your conduct on the site will comply with (and you agree that the content of all of your User Submissions shall comply with) the Advanced it services Community Guidelines.

9.2 You agree that you will not post or upload any User Submissions which contain content which it is unlawful for you to possess in the country in which you are resident, or which it would be unlawful for Advanced it services to use or possess in connection with the provision of the Services.

9.3 You agree that you will not upload or post any User Submissions that are subject to any third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal license or permission from the rightful owner to post the material in question and to grant Advanced it services the licence referred to in paragraph 10.1 below.

9.4 Advanced it services reserves the right (but shall have no obligation) to decide whether User Submissions comply with the content requirements set out in these Terms and may remove such User Submissions and/or terminate a User’s access for uploading any User Submission which is in violation of these Terms at any time, without prior notice and at its sole discretion.

9.5 You further understand and acknowledge that in using the Website and the Services, you may be exposed to User Submissions that are factually inaccurate, offensive, indecent, or otherwise objectionable to you. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Advanced it services with respect to any such User Submissions.

10. Rights You Licensee

10.1 When you upload or post a User Submission to Advanced it services, you grant:

10.1.1 to Advanced it services, a worldwide, non-exclusive, royalty-free, transferable license (with right to sub-license) to use, reproduce, distribute, prepare derivative works of, display, and perform that User Submission in connection with the provision of the Services and otherwise in connection with the provision of the Website and Advanced it services's business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels;

10.1.2 To each user of the Website, a worldwide, non-exclusive, royalty-free, license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions to the extent permitted by the functionality of the Website and under these Terms.

10.2 The above licenses granted by you in User Videos terminate when you remove or delete your User Videos from the Website. The above licenses granted by you in User Comments are perpetual and irrevocable, but are otherwise without prejudice to your ownerships rights, which are retained by you as set out in paragraph 8.2 above.

11. Advanced it services content on the Website

11.1 With the exception of User Submissions, all other content on the Website including, without limitation, the text, software, scripts, graphics, photos, sounds, music, videos and interactive features on the Website (the "Advanced it services Content") is either owned by or licensed to Advanced it services, and is subject to copyright, trade mark rights, and other intellectual property rights of Advanced it services or Advanced it services's licensors. Any third party trade or service marks present on the Advanced it services Content are trade or service marks of their respective owners.

11.2 Advanced it services Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of Advanced it services, or Advanced it services's licensors. Advanced it services reserves all rights not expressly granted in and to the Advanced it services Content.

12. Links from Advanced it services

12.1 The Services may include hyperlinks to other web sites that are not owned or controlled by Advanced it services. Advanced it services has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.

12.2 You acknowledge and agree that Advanced it services is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

12.3 You acknowledge and agree that Advanced it services is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

12.4 Advanced it services encourages you to be aware when you leave the Advanced it services website and to read the terms and conditions and privacy policy of each other website that you visit.

13. Ending your relationship with Advanced it services

13.1 The Terms will continue to apply until terminated by either you or Advanced it services as set out below.

13.2 If you want to terminate your legal agreement with Advanced it services, you may do so by (a) notifying Advanced it services at any time and (b) closing your Advanced it services account. Your notice should be sent, in writing, to Advanced it services's address which is set out at the beginning of these Terms.

13.3 Advanced it services may at any time, terminate its legal agreement with you if:

13.3.1 you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

13.3.2 Advanced it services is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

13.3.3 Advanced it services is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; or

13.3.4 the provision of the Services to you by Advanced it services is, in Advanced it services's opinion, no longer commercially viable.

13.4 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Advanced it services have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 16.6 shall continue to apply to such rights, obligations and liabilities indefinitely.

14. Exclusion of Warranties

14.1 Nothing in the Terms shall affect any statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

14.2 The Services are provided "as is" and Advanced it services makes no warranty or representation to you with respect to them.

14.3 In particular Advanced it services does not represent or warrant to you that:

14.3.1 your use of the Services will meet your requirements,

14.3.2 your use of the Services will be uninterrupted, timely, secure or free from error,

14.3.3 any information obtained by you as a result of your use of the Services will be accurate or reliable, and

14.3.4 That defects in the operation or functionality of any software provided to you as part of the Services will be corrected.

14.4 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

15. Limitation of Liability

15.1 Nothing in these Terms shall exclude or limit Advanced it services's liability for losses which may not be lawfully excluded or limited by applicable law.

15.2 Subject to the overall provision in paragraph 15.1 above Advanced it services shall not be liable to you for:

15.2.1 Any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;

15.2.2 any loss or damage which may be incurred by you as a result of:

15.2.3 any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;

15.2.4 any changes which Advanced it services may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);

15.2.5 the deletion of, corruption of, or failure to store, any User Submissions and other communications data maintained or transmitted by or through your use of the Services;

15.2.6 your failure to provide Advanced it services with accurate account information;

15.2.7 your failure to keep your password or Advanced it services account details secure and confidential.

15.3 The limitations on Advanced it services's liability to you in paragraph 15.2 above shall apply whether or not Advanced it services has been advised of or should have been aware of the possibility of any such losses arising.

16. General legal terms

16.1 The Terms constitute the whole legal agreement between you and Advanced it services and govern your use of the Services and completely replace any prior agreements between you and Advanced it services in relation to the Services.

16.2 You agree that Advanced it services may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Advanced it services website.

16.3 You agree that if Advanced it services does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Advanced it services has the benefit of under any applicable law), this will not be taken to be a formal waiver of Advanced it services's rights and that those rights or remedies will still be available to Advanced it services.

16.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

16.5 You acknowledge and agree that each member of the group of companies of which Advanced it services is a part shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be a third party beneficiary of the Terms.

16.6 The Terms, and your relationship with Advanced it services under the Terms, shall be governed by English law. You and Advanced it services agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Advanced it services shall still be allowed to apply for injunctive remedies (or other equivalent types of urgent legal remedy) in any jurisdiction.

Copyright Infringement Notification

To report abuse, harassment, inappropriate content or privacy complaints, please visit the contact page.

To file a copyright infringement notification with us, you will need to send a written communication to us with all of the following information in it, using this format:

1. Include a statement telling us that you have found a video on Advanced it services which you believe infringes your copyright (for example, "I hereby confirm that I believe the video identified below infringes my copyright").
2. Tell us which country your copyright applies to.
3. Tell us the title of the video concerned and the full URL for its playback page.
4. Explain to us how the video infringes your copyright (e.g. the sound is copied; the entire video is a copy of an original work made by you, etc.)
5. Identify the type (e.g. a film, a piece of music, a book, etc.) and details (e.g. title, publisher, dates, etc.) of the copyright work which you own the rights to and which you believe has been infringed. If this information is available on the Internet, it is helpful to send us a link.
6. Provide us with your contact information so that we can get in touch with you (email address is preferred).
7. Let us have the contact information which we can pass on to the submitter of the video concerned, so that they can get in touch with you to resolve your complaint directly (email address is preferred).
8. Include the following statement: "I have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law."
9. I swear that the information contained in this notification is accurate and that I am the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.
10. Sign the notice. If you are providing notice by email, a scanned physical signature or a valid electronic signature will be accepted.

To expedite our ability to process your request, such written notice should be sent to our designated agent via email. copyright@advanceditservices.co.uk