

## Humber's Video Platform Terms of Use

**Note.** Humber's Video Platform Terms of Use do not to replace Panopto's Terms of Service. Your use of Panopto, and all Content submitted are still bound by Panopto's Terms of Service.

**Authorized Users.** Only active members of the Humber community (staff, students, and alumni with active Humber login credentials) are permitted to log in to Panopto. Contact [panopto@humber.ca](mailto:panopto@humber.ca) if you have a situation that requires guest access.

**Filming of Individuals.** Any Humber Instructor or professor (referred herein as "Instructor") or User who will be capturing staff, students, or community members on camera must ensure that a **Photo and Video Release** form is signed by all individuals who appear in the Content, prior to the Content being posted on Panopto. Should the Content include individuals in the background who are not featured in the Content, a Lecture Capture Enabled Class notice or Event Photography notice must be posted at all entrances to the class/event prior to recording. Should an individual request not to appear in Content, every effort must be made to ensure that individual does not appear in the Content prior to uploading to Panopto.

**Collection of Student Work.** Any Instructor or User who will be utilizing Panopto to store student work for teaching and learning or marketing purposes, must have their students sign a **Release for Use of Student Work** form indicating their consent.

**Violations.** Humber has the right to remove Content from Panopto if it is deemed to violate any of these Terms of Use, Humber Policy, or Panopto Terms of Service. Users who continue to violate these Terms will have their access removed and may be subject to further action.

**Definitions.** "Content" is defined as any media that is uploaded to Panopto. "User" is defined as any individual who uses Panopto, including individuals who only view Content embedded within Blackboard. "Licensor" is defined as any User who submits Content to Panopto. "Personal Folder" is known as your "My Folder", which is, by default, only available to you.

**Use of Email.** Panopto collects your e-mail address strictly for purposes relating to your use of Panopto (such as when a video has completed processing, or when a peer, colleague, or Instructor has shared a video with Users). Users may manage their e-mail settings within the "User Settings" section of Panopto.

**Forms.** All forms referenced within this document can be found at <http://panopto.humber.ca/forms>.

### Content

**Copyright and Permissions.** By uploading Content to Panopto, you affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the Content you submit to Panopto, and must be in compliance with Humber's Copyright Policy.

If the Content you are uploading...	Staff/Instructor	Student
...is not yours ...or contains images, content, or media that	Consult with Humber's Copyright Department at <a href="mailto:copyright@humber.ca">copyright@humber.ca</a> .	

does not belong to you.			
...contains depictions of another person	Ensure that all persons captured have signed Humber's <i>Photo and Video Release</i> .		
...is student work	<table border="1"> <tr> <td>Ensure students sign the <i>Release for Use of Student Work</i> form.</td> <td>Ensure you have signed the <i>Release for Use of Student Work</i> form prior to uploading your work.</td> </tr> </table>	Ensure students sign the <i>Release for Use of Student Work</i> form.	Ensure you have signed the <i>Release for Use of Student Work</i> form prior to uploading your work.
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**Appropriate Use Cases.** Panopto is a platform implemented to enhance the learning experience for the Humber community. Materials uploaded to the platform should be relevant and have a valid business purpose. Visit <http://panopto.humber.ca/use-cases> for further information on use cases.

	Instructors/Staff	Students
<b>DO</b> Use Panopto to...	... create/upload instructional videos related to your course curriculum	...upload your course-related work (after signing the <i>Release for Use of Student Work</i> form).
	... upload relevant 3 <sup>rd</sup> -party media and clips after checking with Humber's Copyright department	...build unique content, and collaborate with your peers.
	... live stream events for the Humber Community.	
	... upload training materials relevant to Humber's business practices	
<b>DO NOT</b> use Panopto to..	...upload Content that is illegal in any way	
	...store files for personal or commercial reasons that are not affiliated with Humber business purposes.	
	...upload Content that is meant to be shared publicly, or content that could "go viral". Consult with a Panopto Administrator for more information.	
	...post Content that is hateful, derogatory, or otherwise harmful to the Humber community.	

**License and Ownership.** By uploading Content to the Platform, you hereby license to Humber all copyright or other proprietary rights to such Content for publication on Panopto pursuant to these Terms of Use.

You retain the ownership rights you originally held with your Content; however, by submitting Content to Panopto, and sharing Content with a Department, or the College, you hereby grant Humber a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content through any channel or format, in connection with Humber's operational needs, including without limitation the promotion of Humber's teaching & learning practices. Uploaders of Content selected for promotional use will be notified and given an opportunity to either approve or refuse the use of their Content for marketing purposes. By uploading Content you affirm that you have the appropriate permissions from Individuals

for the Content to be shared and used for teaching & learning and/or marketing purposes. This clause does not apply to Content that you upload to your Personal Folder.

You also grant each User of Panopto a non-exclusive license to access Content via Panopto, and to use, reproduce, distribute, display, and perform such Content as permitted through the functionalities of Panopto and under these Terms of Use.

The licenses that you have automatically granted through use of this service will terminate within a commercially reasonable amount of time after Content is deleted from Panopto; however, this license cannot be revoked from Content that has been already downloaded if downloads were enabled.

Humber does not endorse any Content submitted to Panopto by any User, and disclaims any and all liability in connection with the Content. Humber reserves the right to remove any Content without prior notice.

**Availability and license to use Content.** You are licensed to access Content for related business or educational purposes and for purposes permitted under the other Humber policies referred to within these Terms of Use. Your use of Panopto allows you to view, share, embed, and/or download Content, when those functionalities are enabled by the Licensor(s).

You are not permitted to download Content unless a Download button is visible. You shall not copy (unless the copy button is enabled on the Content), reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without prior written consent from the respective Licensors of the Content, or the Humber Panopto administrators.

You agree not to access Content through any other means than the embeddable player in Panopto. You may only access Content that has been made available to you through Panopto (via link, embed, or permissions). Download and/or copy-enabled Content does not imply consent to re-distribute, and does not grant any additional licenses than those granted within these Terms of Use, unless otherwise authorized by the Content Licensor(s).

Content is provided to you **as-is**. You understand that Humber is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. If there are concerns about Content uploaded to Panopto, viewers can connect with the following contacts:

- For Human Rights concerns, as it pertains to Humber's Human Rights Policy and/or the Human Rights code, please contact [humanrights@humber.ca](mailto:humanrights@humber.ca)
- For concerns pertaining to your immediate safety, please contact the Department of Public Safety at 416.675.6622 ext. 4000.
- For concerns pertaining to Copyright, contact [copyright@humber.ca](mailto:copyright@humber.ca)
- For all other concerns, contact: [panopto@humber.ca](mailto:panopto@humber.ca)

**Personal, Commercial (for non-Humber purposes), Harmful Content, or otherwise Illegal Content.**

Content uploaded to Panopto must be relevant and have a valid business purpose. Content that is hateful, derogatory, or violates Humber's community standards, policies, or procedures, is not permitted and will be subject to further action. To report Content, please visit:

<http://panopto.humber.ca/forms/report-content> for more information.

## Privacy

**Data.** For the purposes of managing Panopto and for delivering this service to you, Humber and Panopto collect information about your activity on the platform. Information automatically collected and stored is: your Humber username, e-mail address (staff), your full name, and affiliated school/department, your IP address, device information, and platform usage information (such as video consumption, upload and edit history, etc.). Information that you can submit to Panopto includes: videos (along with their metadata), e-mail address (students), quiz responses, along with any comments or other information that you submit to Panopto. Information is used primarily to deliver the service to you; however, information that is stored will be used to administer Panopto, and may be used for analytical purposes to help enhance teaching and learning practices.

**Location of Data.** All information will be stored in an encrypted manner, and will be housed on servers within the United States of America. Please note that your data is subject to the US Patriot Act. In September 2019, all data will be migrated to Canadian servers.