

Terms of Use

Agreement

These Terms of Use for NHK Video Bank's Internet Services (hereinafter referred to as "the Terms") set forth the rules for use of the footage licensing services provided by NHK Enterprises, Inc., meaning distribution of content including but not limited to archived video, footage and other information, including images, sound, picture, text and applications that can be delivered via the Internet (hereinafter collectively referred to as "the Services"). Please read these Terms of Use and the Privacy Policy for NHK Video Bank before making use of the Services.

By accessing the Services or any content or features, you indicate your acceptance of these Terms, our Privacy Policy, and any other notices, guidelines and/or rules published by us. We may update these terms at any time. Continued use of the Services after any changes to the Terms constitutes your acceptance of the updated Terms.

Handling of User Information

We will handle the personal data collected through the Services based on NHK Video Bank Privacy Policy. By using our Services, users consent to the collection and processing of any personal data provided by users as part of any application process and/or other interaction with us, and confirm that any data provided is accurate and up to date.

Links, Social Media

Any links to, or comments about, our Services on social media, blogs and/or other third party websites must be made in a way that is fair and legal and does not damage our reputation or take advantage of it. When sharing NHK Video Bank content on social media, blogs and/or other third party websites, users should be aware of and comfortable with the site's own terms and conditions. Users must not establish links in any way that suggest any form of association, representation, approval or endorsement on our part where none exists.

Users are not permitted to monetize or create commercial content utilizing materials from the Services or utilize materials in any way that violates third party rights on social media, blogs and/or other third party websites.

Links to our Services are not permitted from the following:

- Websites that incite hatred whether based on race, religion, gender, sexuality or other protected characteristics, or promote, encourage or facilitate anti-social behavior, violence, terrorism or other activities that risk national security, discriminate against any specific social group or otherwise exploit vulnerable sections of society;
- Websites that promote, facilitate or encourage illegal activities;
- Websites that are misleading, pornographic, defamatory, or contain illegal or otherwise actionable content under the laws of Japan;
- Websites that infringe on individual privacy

Prohibitions

In the course of using the Services, users shall be prohibited from:

- Violating the laws and regulations of Japan;
- Infringing on intellectual property rights such as copyrights and neighboring rights of NHK, NHK Enterprises, Inc. or any third person except where such rights are subject to statutory exceptions or limitations under applicable laws ;
- Offending public order or morality;
- Any conduct that may have a negative impact on the operation of the Services by NHK Video Bank, including unauthorized access to NHK Enterprises, Inc. servers or networks;
- Using the Services in contradiction of the purposes thereof;
- Posting any content containing false or fraudulent information, or transmitting or posting any harmful computer programs, e-mails or similar.

Except when specifically permitted by us in writing, users undertake not to copy, store in any medium, distribute, transmit, re-transmit, re-publish, broadcast, modify, or show in public any part of our content without our prior approval and agreement and the prior written consent of the owner of the relevant intellectual property rights as and if applicable.

Modification of Service, Indemnification

We make no representation that any of the content on our Services is appropriate or available for use in another country. Users are responsible for ensuring that use of our material is in compliance with all applicable local laws and regulations. All information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, software, interactive features, advertisements or other content, services or materials accessible on our Services are protected by copyrights, trademarks, and/or database rights; other intellectual property rights are owned by or licensed to us or are otherwise used by us as permitted by applicable laws or regulations. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or rights to use the materials.

Governing Law

These Terms are governed by and construed in accordance with the laws of Japan. All parties concerned submit to the exclusive jurisdiction of the Tokyo District Court for the determination of any disputes arising from or related to our services.