



## Terms and Conditions

These terms and conditions govern your use of the **MMHRDOnline.com** website and its service. By visiting this site you agree to be bound by these terms and conditions. These terms and conditions constitute a contract between each user and Multi Media HRD Pvt. Ltd., the owners of **MMHRDOnline.com**, also referred to as **MMHRD**.

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate MMHRD's services. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these terms and conditions.

If you do not agree with these terms and conditions, you should not use our services.

This agreement covers the use of intellectual content that could take the form of a DVD, USB, streaming video, downloading video, SCORM courses or other formats. In all cases we use the term "course" to represent any of these formats.

### **Grant of License**

- All license purchases from MMHRD impart certain rights to you regarding what products or services are available for use. The license is not to be construed as a transfer of ownership. In all cases, ownership of all program titles will remain with the legal rights holder of the program title.
- All program titles are offered on a licensed basis through the purchase of an Access License or Subscription Service License for a specific program title or group of titles. The license gives you usage rights to view the course content for a specific term and/or a maximum number of plays, within the primary service area (see Geographic Limitations). Once the license expires or when otherwise terminated, you have no further rights with respect to the licensed materials.

### **Licensing Rules**

**All streaming and course licenses are sold either on a Per View basis or a Per Student basis.** Generally, all eLearning courses are sold Per Student and all video courses are sold Per View. Exceptions might exist.

1. Per Student licenses only applies to the hosted Student Viewer LMS or to a customer's own LMS.
2. Per View licenses applies to either the LMS options or the video player options.

**Per View licenses:**

- A view is an access by a person to the video or course (either through a video player or a course LMS). One view consists of many accesses to a video or course by a person from one location within a three-hour window. After three hours or from a different location, an additional access counts as an additional view against the total number of purchased views.
- Per View Licenses are sold for a maximum number of plays within a specific license term. Once the maximum number of plays is exhausted, the license is terminated. Once the license term is completed, the license is terminated and unused plays are lost.
- If the item purchased is a group of courses (including a series, bundle, license pack, subscription or membership), the total number of views applies to the group.

**Per Student licenses:**

- Once a person starts the course, the number of student licenses is reduced. That person continues to have access to the course for 14 days as a part of the license. After 14 days, an additional access by the person will count as an additional student against the total number of purchased students.
- Per Student Licenses are sold for a maximum number people within a specific license term. Once the license term is completed, the license is terminated. Once the maximum number of students are assigned, no more students will have access. Once the maximum number of students is exhausted and the 14-day viewing period is completed for each, the license is terminated.
- If the item purchased is a group of courses (including a series, bundle, license pack, subscription or membership), a student license is used for each course for each student. For example, purchasing 10 student licenses can be used by 10 students for one course each or for one student taking 10 courses.

**Using both the hosted Student Viewer LMS and using the Video Player:**

These are licensed separately. If one viewed a video in the Student Viewer and then immediately viewed the same video in the Video Player, it counts as two plays.

**Chapters and Language Options:**

One can use/play multiple chapters and language options with all licensing pertaining to the primary licensed item. Therefore, if one licenses item 01234 then all chapters and all language versions of this item is also licensed. And, playing multiple of these is treated the same way as playing multiple of the licensed item. For example, play many of these within a 3 hour window will count as one view.

**Downloaded SCORM to a Customer LMS:**

Treated exactly the same as if played from the hosted Student Viewer.

**Downloaded video:**

Treated like it is played from the hosted video player on the site.

## Subscription Service Licenses

- Subscription Service Licenses provide unlimited use of the entire library or bundle of courses for a monthly fee per employee or person. Since this license type is meant to provide self-study learning, this license only provides course viewing using the Your Courses list for eLearning and mLearning.
- Each employee or person using the service must be registered; no sharing of login credentials is allowed. Such sharing is in violation of these terms and conditions.
- The subscription allows one to purchase one or more Employee Licenses where the number of employee licenses is the maximum number of employees or persons allowed to use the service. Additional employee licenses can be purchased at any time.
- The subscription allows for the removing and replacing of one employee with another. However, if any employee uses the service, that employee cannot be removed for a period of one week after the last usage. Thereafter, removal and optional replacement is allowed.

## Geographic Limitations

- The Primary Service Area (PSA) includes all of the Indian Subcontinent and specifically including India, Sri Lanka, Bangladesh, Nepal and Bhutan. All MMHRD courses are available for licensing and delivery within the PSA. A billing address within the PSA is required to purchase a PSA license. Course delivery via the Internet is supported for students located within the PSA. Internet delivery outside the PSA will be denied through the use of technology to verify compliance.
- Due to restrictions imposed by some course producers, the availability of licenses outside the PSA varies from course to course - some may be fully available, some may be available on a limited basis and some may not be available at all. Those available on a limited basis may require an additional-cost, supplemental license and written agreement. Please contact MMHRD for additional details and options.

## Required Technology

- You will need a device with a current browser, specifically Edge, Internet Explorer 11, Mozilla Firefox, Google Chrome, Safari, or other compatible browser.
- Specifically supported computers are Windows PCs, Macintosh and Chromebook.
- Specifically supported devices are Android phone/tablet, iPhone, iPad, and other Android and iOS devices.
- Other devices and configurations may be available as well.
- All of **MMHRDOnline.com** uses encrypted SSL technology, which is PCI standard compliant. Technology that does not meet these standards (such as TLS1.0 encryption) is not supported.
- An Internet connection is required in all cases. A fast connection will improve the experience.
- Videos on the **MMHRDOnline** site use Microsoft's IIS Smooth Streaming technology, MPEG-DASH, and Apple Live Streaming technology.

- This site uses cookies and JavaScript to enhance the user experience. Browsers must not have these capabilities disabled.
- Microsoft's Play Ready™ technology is used to protect content against unlicensed usage. When a video is started, a **play license** is downloaded from a licensing server on the Internet to authorize viewing the content.

There are certain circumstances where a video from the **MMHRDOnline** service will not work on an individual PC or a local network. Organizations can configure their network firewalls to block such content. An individual PC can have its play licensing turned off. Individual PCs can have corruption causing the Microsoft DRM to fail. In such cases, you may use the troubleshooting information provided on the website to resolve problems.

You must test your ability to successfully stream video from **MMHRDOnline** site by using the **Test Media Player link**. **If these tests are not successful, do not purchase streaming content from the MMHRDOnline service.**

### **Specific Terms and Conditions for video content on DVD/USB:**

All video content supplied on DVD/USB is governed by the same terms and conditions as established for other video formats and courses. In addition, the following terms and conditions are specific to video content supplied on DVD/USB:

1. International and Indian Copyright Laws protect all content.
2. No copyright is passed on to the purchaser and MMHRD and/or the Producer concerned expressly reserve all rights.
3. Will not be:
  - a. Loaned, rented, sold or sub-licensed to anyone;
  - b. Altered, copied, duplicated or reproduced in any manner in whole or in part;
  - c. Shown at events for which a charge is made to viewers;
  - d. Put on the internet, intranet or any other kind of narrowcast or broadcast distribution, without our written consent.
4. The term of the license continues to exist only while the DVD is usable.

### **Intellectual Property Rights**

- Title and intellectual property rights for any content displayed by or accessed through through the **MMHRDOnline** service belong to the respective content owner. Such content is protected by copyright or other intellectual property laws and treaties, and is subject to terms of use of the third party providing such content. Apart from your right to view the third-party content, your License does **not** grant you the right to copy, distribute, prepare derivative works, publicly display, or make other use of such content.
- It is illegal to copy all, or any part, of our video and DVD programs for archival or any other purpose. No part of our programs may be altered, reproduced or transmitted in any form or by any means, graphic, electronic, or mechanical, including duplicating, copying, transforming,

recording, taping, or by any information storage or retrieval system, without the permission or a license signed by MMHRD.

- The training products (Video/USB/DVD/CD-Rom/Media Files/Software) are provided for sale, license and rental for your use and the use of your company. You may not loan, rent, sell, sub-license, the programs to anyone without prior permission or signed agreements from MMHRD.
- Once purchased or rented, you may make copies of the leaders' guides, activities and worksheets.
- When you use our programs whether for a rental period or a purchase, they may only be used on a single screen viewing device. It is illegal to distribute or broadcast this program through any electronic or digital network (eg: intranet, internet, etc.), narrowcast or broadcast, cable or satellite, any multi-receiver or open closed-circuit system by means of network or electronic transmission without prior purchase of an Electronic License. We are committed to prosecuting offenders.

### Pricing, Billing & Order Processing

- Prices are published on the web site for all licenses, subscription services, and other items and services provided. All prices are and all fees are payable in INR unless otherwise contracted.
- All purchases are final; no refunds will be granted.
- Payment is required by credit card at the time of purchase unless other payment terms have been extended. In the latter case, terms for all invoices are 15 days after the date of the invoice. Invoices are e-mailed to you. Granting of payment terms is made at the sole discretion of MMHRD, and can be granted or retracted for any or no reason.
- By using a credit card for payment of any type, you are agreeing that your credit card will be charged for on-going subscription charges, if any, as they are periodically billed.
- **GST:** All prices are subject to GST at the applicable rate and you can provide your GST number / details on the checkout page. Please note that it is important to provide the correct GST number. Any non-compliance will result in loss of tax credit.
- Packing and Shipping charges will be extra for all non-streaming items.
- All shopping carts containing non-streaming items will be processed offline. We will revert within 1-2 working days of receipt of your order with a Proforma Invoice showing the showing the total amount payable (inclusive of GST & shipping charges) in INR(₹) along with payment options.

### Termination of License

- You can cancel any license at any time by providing written notice to MMHRD. All fees charged are non-refundable.
- MMHRD has the right to suspend any and all licenses whenever (i) any license fee invoice remains unpaid for 15 days after the invoice date, or (ii) in the reasonable judgment of

MMHRD, you violate the terms of the License herein. "Suspend" means that access to the training video materials will be unavailable to you.

- Licenses are not transferable to any other organization or individual.

### **Use of Service**

- During your use of **MMHRDOnline** service, we will place a cookie (a small file used by all browsers) on your computer to identify you. You should enable cookies in your browser to enhance your web experience. The cookie contains an account number and does not contain your e-mail address, your password, or other personal information.
- During your use of **MMHRDOnline** service, you may provide us with personal information including information about others in your organization such as names, titles, departments, and address information. By providing this information, you are expressly giving the proprietor of **MMHRDOnline** service the right to use this information in the course of your normal usage of the **MMHRDOnline** service. We will not use this information for any other purpose.

### **Availability of Service**

- Although every attempt is made to provide uninterrupted service to all users, there are a number of reasons why the service might temporarily not be available. Such reasons include but are not limited to server maintenance, ISP outages, power outages, software problems, user error and more. MMHRD makes no warranty or representation, either express or implied, to the availability of service, and shall have no liability therefor.

### **We Respect Your Privacy**

- We do not pass on your details without your permission. We keep our information private and it is only used by our team to provide our service, notify of updates, new releases and special offers, respond to requests and process orders for our products.
- Please refer to our Privacy Policy available on our website.

### **Warranty and Liability**

- Suitability of Purpose: You have the responsibility to determine if the course or video is suitable for your intended purposes by previewing prior to purchase of a license. MMHRD makes no warranties or representations, either express or implied, to any course or video's completeness, accuracy or suitability of purpose. You understand that all information and advice provided in every course or video is general in nature and you have the responsibility to determine how such information or advice is used.
- It is expressly understood that MMHRD and the Training Video Producers HEREBY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, and INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- It is also expressly understood that MMHRD and the Training Video Producers (i) make no representation or warranty concerning the accuracy or reliability of the information contained in the training courses or videos; (ii) that the contents of the courses and videos are intended for educational use only, and (iii) that if you act upon the information disseminated therein, you do so at your own risk.
- The information provided on our website is edited regularly for improvements and updates. We take care to ensure accuracy, but will not be legally bound or responsible, for any inadvertent inaccuracy or incomplete information. Please advise us if you consider an error has been made or any information is ambiguous or incomplete.

In no event shall MMHRD or the Training Video Producers, including their shareholders, directors, and employees, be liable (jointly or severally) to you for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, business, or anything else.

#### **Proprietor of the *MMHRDOnline* service**

- The proprietor of the *MMHRDOnline* service is Multi Media HRD Pvt. Ltd. (MMHRD) with its offices at Maker Bhavan 2, Ground Floor, 18 New Marine Lines, Mumbai – 400020, India.
- All purchases on *MMHRDOnline.com* are transactions between the purchaser and Multi Media HRD Pvt. Ltd. (MMHRD).
- MMHRD can be contacted at [info@multimediahrd.com](mailto:info@multimediahrd.com)