

## Internet Videos & Copyright Implications for Educators

In many instances academics use particular videos that have been downloaded from the internet in their teaching and learning materials without considering the copyright implications. While one may argue a fair dealing defense when these videos are used in the classroom for illustration purposes, criticism or review – however under certain circumstances, the defense will fail if the academic has uploaded that presentation or similar teaching materials, containing those videos, to the web.

It is important to be aware of the terms and conditions attached to usage of video hosting sites to ensure you acting within the boundaries of the law. I have looked at 5 popular video hosting websites' terms of use and will highlight the most important aspects I think people should be aware of not just for the copyright related implications but also for privacy related reasons.

### Youtube

Youtube is most likely the most well known video hosting or video sharing website across the Internet. When visiting the site you should be aware of the following:

- by visiting the website, you are agreeing to be bound by the terms and conditions, the privacy notice and the community guidelines
- they might attempt to notify you about changes to the terms and conditions but is up to you to check regularly if there are any modifications
- Youtube bears no responsibility for 3rd party copyright violations by users
- they also are relieved from all liabilities associated with usage of 3rd party websites
- you're not allowed to distribute the Youtube service unless its offered as part of the Youtube functionality (like its embedded player)
- you're not allowed to download videos from Youtube
- Youtube is not responsible for the accuracy, usefulness, safety or IP rights of or relating to videos uploaded onto the site
- you indemnify Youtube from any claim, damages, losses etc in relation to your violation of copyright, property and privacy rights
- by visiting the site you affirm you are older than 18 but if you're not its fine (!) because Youtube is not intended for children under 13

*P.S. What about Youtube's CC-BY licensing option?*

*All it allows you to do is use Youtube's video editor to splice content from videos that have been uploaded to Youtube under a CC license by the creators.*

### Dailymotion

- by visiting the site you unconditionally agree to be bound by their terms of service and their privacy policy
- you're only allowed to access the videos for information or personal use or through normal functionality of the website or to stream videos
- the videos cannot be downloaded, copied or distributed unless permission is given by the necessary parties
- the videos can also not be modified, edited or used to create derivative work

### Metacafe

- by visiting the site you unconditionally agree to be bound by their terms of service and their privacy policy
- Metacafe is released from all liabilities arising from usage of 3rd party websites
- you can only use the site for personal non commercial use
- you cannot copy or distribute any part of the website
- all user submissions to the site are owned by or licensed to Metacafe
- by submitting videos you are granting Metacafe a worldwide, non-exclusive and transferable license to use your videos, make copies of it, adapt it or make derivative works
- if you remove your videos, the license will terminate but if Metacafe has made any works from your videos before the removal, they will retain their rights in those works
- by submitting videos you agree to allow all other users to use your videos for personal and non commercial use
- users have a non-exclusive right to use, copy, distribute, make derivative works from your videos for personal use only
- Metacafe is not responsible for accuracy, usefulness, safety or IP rights of or relating to videos uploaded onto the site

### Vimeo

- you must be older than 13 to use the site
- by using the site you are granted a limited non-exclusive license to access and use the videos for your personal non commercial use
- by submitting videos to the site, you grant Vimeo a worldwide non exclusive royalty free license to copy, distribute, publicly perform and display your videos in any kind of past and future media
- you also grant them the right to create derivative works from your videos
- subject to your privacy choices, they can use your videos for marketing related purpose
- by submitting your videos you allow other users to use your video for personal or non-commercial purposes – which includes the right to copy and make derivatives but only to the extent of what is necessary to view the videos
- these licenses with Vimeo and other users will persist until you remove the video but Vimeo takes no responsibility for videos that have been cached
- as a user you indemnify Vimeo against 3rd party actions that arise out of any violations committed by you

### Zoopy

- by visiting the website you agree to the terms and conditions
- can use the videos for personal non-commercial purposes
- you agree not to infringe on intellectual property rights
- you can copy, distribute, publish etc any videos on Zoopy if you have express permission and provided that you retain all copyright, proprietary, ownership and confidentiality notices and you do not modify the videos

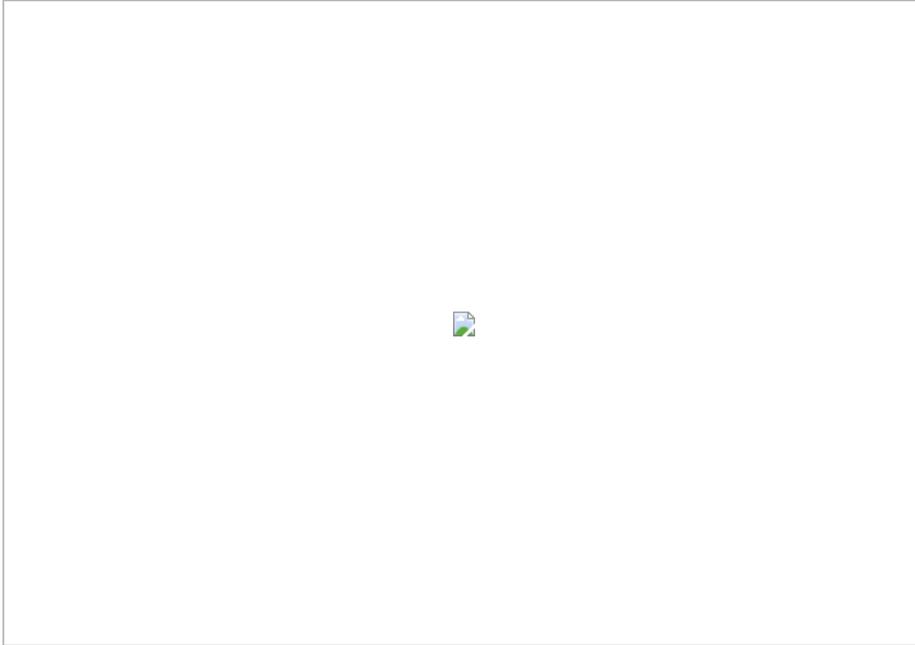
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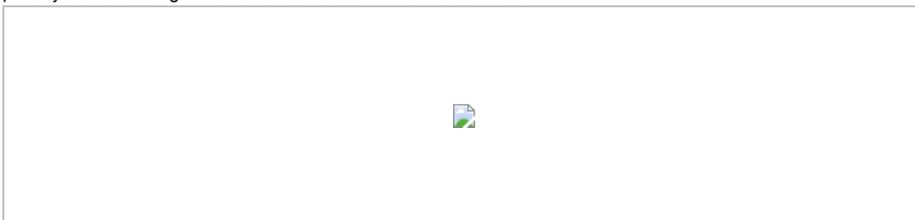
#### Some general comments:

The first legal issue that arises out of this is the downloading of videos from these sites. Downloading videos from these sites is a violation of the copyright of the owners of the material as you are making an unauthorised copy of someone else's work. Unless there is a download link for the video on the Youtube website, you cannot download videos from these sites with programs such as Downloader Helper. Putting in a description of where you got it, who made it etc is not the saving grace for adding it to a presentation you intend distributing to your students. If there is a video you would like students to view, add the link to the presentation, alternatively stream it directly from the web if it's to be used in a presentation in class.

The second issue is breach of contract. According to the terms of service agreement on these site – accessing the site as a visitor is the minimum requirement for acceptance of the terms of the site. Therefore operating outside the boundaries of the agreement (by downloading videos) you are in breach of contract and those sites can take action against you.

What about fair dealing? It allows me to use copyrighted materials in the classroom – right? Well, fair dealing or fair use in the context of these sites can be complicated. Youtube has a [fair use tool](#) which is applicable to users who upload videos but when it comes to educators who wish to download the videos, it really does depend on the circumstances and facts of each case. There may be some room for argument resting on the unexplained distinction between copy and download in some of these terms of service but that's a legal battle for another day.

The safest thing to do is to email the person who uploaded the video and ask their permission to download the video for use in your classroom (provided of course it was the intellectual property to upload in the first place). The other option is to stream the video during the lecture. Of course people will argue that not every classroom has internet facilities or access to internet that has the required bandwidth to stream the video effectively. Hence, they download the videos from sites like these. Its a risk you take on your part if you decide to ignore all of this and to download the videos.



As always I fully recommend and support Creative Commons licensing solution of which there are many websites that offer videos under a Creative Commons license. Check out the following:

[Academic Earth](#)

[Khan Academy](#)

[Al-Jazeera](#)

[Blip TV](#)

[Our Media](#)

#### Videos to watch and articles to read:

[TEDTalk – How Youtube thinks about Copyright](#) (Video)

[Copyright and Youtube: Pirate's playground or fair use forum](#) (US Law)

[Youtube vs Fair Use](#)

[Silver Lining in DailyMotion's copyright cloud](#)

The screenshots are part of the intellectual property of the respective websites – please do follow the links to find out how to reference the images properly according to the terms of use specified by the websites.

by Shihaam



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