

Group Administrator Agreement (Group EULA)



1. SCOPE

For the Groups you are designated a Group Administrator you are responsible for managing the implementation of this agreement.

2. GROUP ADMINISTRATOR ROLE

By assuming the role of Group Administrator you confirm that you are authorised and subject to the following on behalf of the Groups for which you are an Group Administrator:

Management of Users

You will be responsible for the addition of users to the Group and the management of user roles within the Group:

- i)** It will be your responsibility to manage the Groups membership to ensure that only appropriate users can access the content of the Group
- ii)** It will be your responsibility to appropriately assign Group roles to control who has access to the administration and content contribution features
 - If you grant another user a Group Administrator role, you understand that the user for that account will be required to accept these same terms
 - If you grant another user a Group Administrator role, it will only be for users that you warrant are entitled to and are in a position to sign up to such terms
 - You are responsible for the actions of any user using a Group Administrator account that you have granted them, any breach of the Group EULA by that user will be deemed as a breach of the Group EULA by yourself
- iii)** You are required to monitor the usage and conduct of the group members to ensure that they comply with the IRIS Connect End User Agreement (EULA), taking action to remove content, members or report their conduct to IRIS Connect as deemed appropriate by you

Management of intellectual property and privacy

- i)** You will be responsible for ensuring that all content contributed to and shared by the group:
 - Does not infringe the copyright or other intellectual property of the contributor, the contributors organization or any third party
 - Has all appropriate legal permissions required if it contains information that may be deemed as private or personal to an individual, including but not limited to permission from individuals depicted in video
- ii)** You will be responsible for ensuring that when managing membership of the group you do not expand access to additional users in such a way as to violate the copyright and privacy of any existing members or content

Management of Group Code of Practice

As a Group Administrator you have the ability to define the Group Code of Practice that will be displayed to and accessible to all group members and their Organization Administrators. You will be responsible for and acknowledge that the Group Code of Practice:

- Does not and cannot override any term of this agreement or any other agreement you, other Group Administrators or Group members have agreed with IRIS Connect, including but not limited to the Organisation Administrator Agreement or End User Licence Agreement
- Must include terms that members can reasonably agree to bearing in mind their professional obligations, any other agreements or laws that they may be subject to
- Must not imply that it is an agreement between the Group member and IRIS Connect

3. DISCLAIMER OF DAMAGES

In no event shall IRIS Connect, its affiliates, licensors or suppliers be liable to you or to any third party for any special, indirect, incidental, consequential, punitive or exemplary damages arising out of or in connection with the actions, including the sharing of content, of you or any other member of the Group, whether based on warranty, contract, tort or any other legal theory, and whether or not IRIS Connect is advised of the possibility of such damages, and even if any stated remedy fails of its essential purpose.

4. Indemnity

You shall defend, indemnify and hold harmless IRIS Connect and its affiliates, licensors and suppliers, and their respective employees, contractors, officers and directors, from any and all claims, loss, damages and demands, including reasonable legal fees, arising out of: (i) you or the other members of your Groups use or misuse of the Software; (ii) any activities conducted through your Account when acting as a Group Administrator (whether by you or another person).

5. GOVERNING LAW

The Group EULA, and the rights and obligations of the parties hereto, shall be governed and construed by and in accordance with the laws of the England & Wales.

The sole and exclusive forum for resolving any controversy, dispute or claim arising out of or relating to the Group Administrator Agreement, or otherwise relating to any rights in, access to or use of the Software, System, User Content and/or the rights and obligations of the parties hereto, shall be the English Court.

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