



PB-SHABD

Prasar Bharati - Shared Audio-Visuals for Broadcast and Dissemination

Prasar Bharati Shared Feed Service

General terms and conditions of use

Introduction

SHABD, an acronym for Shared Audio-Visuals for Broadcast and Dissemination, is a news service launched by Prasar Bharati to support the daily news needs of the Indian media industry. Prasar Bharati is India's public broadcaster, which has Doordarshan and Akashvani operating under its aegis.

SHABD leverages on the expansive reporter network of Akashvani and Doordarshan to produce its news. The news is gathered from across the country, and is made available to the users from Indian news and media organisations registered for the service. Currently the news is offered in most Indian languages, in more than 24 news categories, and in formats including video, audio, text and photo.

The users can use and re-distribute the SHABD content under their organisation logo and signature. The content can be used as is, or as part of the users' news package. SHABD seeks no credit for it. However, some conditions do apply.

The service is free for use until September 2024.

Prasar Bharati is an autonomous body created by an act of Parliament in 1990. It came into effect in 1997. Read act (<https://prasarbharati.gov.in/prasar-bharati-act/>)

Agreement

By using the website you are agreeing to comply and be bound by these Terms of Use as also all applicable laws and regulations. If you do not agree with these Terms of Use, please do not use the Services. Prasar Bharati reserves the right to change, modify, add, or remove portions of these Terms of Use at any time. Please check this page time to time for any changes or modifications to these Terms of Use.

Terms and conditions

By signing up for the SHABD service, you, as a news and media organisation, agree to the following terms and conditions.

Registration: *(Not for the initial launch - During initial launch the subscribers will be getting a mail where they are not required to register and can directly get to the page); Later phase when New user is being added - Registration steps will follow.

Interested news media organisations would have to sign up for the service

- The sign up would entail registering for the service by filling up a form on the website, and agreeing to the listed terms of use.
- At sign up, the registering organisation would have to list the properties or channels on which it intends to use the content
- Sister concerns or partner organisations of the registering company would have to register separately for the service
- The registering organisation would, however, be free to share or forward web links or urls of the content it has downloaded and published, with credible retailers (administrators of WhatsApp, Telegram, Facebook, Twitter (X), LinkedIn closed groups) who may not expressly be media organisations themselves. Such content must, however, contain the said organisation's signature in the form of logo or watermark

Content Sharing:

- You are free to re-distribute or retail the content taken from SHABD to your viewers and readers through any of your properties that you have registered with us.
- Such content need not be credited to SHABD.
- Such content may also carry your organization's signature in the form of a logo.

Method of content dissemination by PBSF i.e method of access to registered users :

The Shared feed website will be the vehicle for content dissemination.

Exceptions and Prohibitions:

- The registered companies are barred from editing and changing the context in which content has been produced and served to them.
- They are also barred from combining the content or using it in conjunction with news stories, features, analysis, interviews or discussion programs in a way that the context of the content is twisted or altered.
- They are also prohibited from using the content in whole or part to troll, defame, malign any person or organization.
- Also, using any part of the content with the intent to do mischief, commit fraud, deride the country and its institutions, or to create a law and order situation is prohibited.
- Use of morphing and voice cloning technologies over the content is prohibited
- Misquoting (or misrepresentation) of the content, in whole or in part, is barred.
- The registered companies would be responsible for any violations, and would have to face prosecution under applicable laws. Violators would also be stripped of their service rights.
- The registered companies would, however, not be held responsible for violation committed by groups or organisations who have received the content as forwards.

Essential:

- All content would be date and time stamped. It would be a violation to remove or mask it.
- Modifications to the materials provided by use of Artificial Intelligence (AI) tools/software's are strictly prohibited.

The user of material will be solely liable for any to modifications done to the material provided on the website. Prasar Bharati assumes no liability for any mistakes, misstatements, defamation, omissions, falsehood, obscenity, or profanity in the statements, opinions, representations or any other form of Content on the Website due to such use of such content after modifications to change the context of the materials provided.

The user shall strictly abide by Programme Code of Prasar Bharati.

Responsibility and Violations:

- You are responsible for any violations of the terms and conditions and may face prosecution under applicable laws.
- Violators may be stripped of their service rights.

Archiving:

- The content taken from SHABD may be kept in perpetuity in the user's system. However, such content, if used again after 7 days, must prominently carry the label "File".
- By registering for the SHABD services, you acknowledge and accept these terms and conditions, committing to the responsible and ethical use of the content.

Trademarks

Trademarks, service marks, and logos appearing in this site are the property of Prasar Bharati or the party that provided the trademarks, service marks, and logos to Prasar Bharati. Prasar Bharati and any party that provided trademarks, service marks, and logos to Prasar Bharati retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this site.

Intellectual Property Rights:

The Content protected by international copyright, trademark and other intellectual property laws and unauthorized use of the Content may violate copyright, trademark, and other laws. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. Some of the content on the site is the copyrighted work of third party content Providers and the same may not be used under the present terms and conditions.

Copyright

Prasar Bharati respects the rights of all copyright holders and in this regard users who infringe the rights of copyright holders their account and access to SHABD content may be terminated.

No Partnership:

Nothing in these Terms is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other.

Severability:

If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

Indemnity:

You will indemnify and hold Prasar Bharati, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also

indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

Governing laws:

These Terms of Use are governed by the laws of India and the Courts at Delhi shall have the exclusive jurisdiction over any dispute arising out of the Terms of use.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website and the Content and Materials provided therein.

Note: Prasar Bharati reserves the right to amend these terms and conditions with prior notice.

For any further queries and information, please reach out to our helpdesk at:
Email: pb-shabd@prasarbharati.gov.in