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## **Terms of Service** <sup>[1]</sup>

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The University of Colorado reserves the right, at its sole discretion, to change, modify, add or remove portions of Terms of Service agreement, at any time. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Site or Service following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Service, University Information Systems (UIS), a campus of the University of Colorado, grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Sites managed by University Information Systems for the University of Colorado.

Except as expressly provided in these Terms of Service, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including ?mirroring?) to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without the express prior written consent from the General Counsel of the University of Colorado.

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You may not attempt to gain unauthorized access to any portion or feature of any Site or Service, or any other systems or networks connected to the Site or to any UMS server, or to any of the services offered on or through the Site, by hacking, password ?mining? or any other illegitimate means. You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of the University of Colorado, including any account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site. UIS reserves the right of self help in any situation that may impact its Site or Service to customers.

You agree that you will not take any action that imposes an unreasonable or

disproportionately large load on the infrastructure of the Site or UIS's systems or networks, or any systems or networks connected to the Site or to UIS.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to UIS on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of UIS or others.

## **1. Data Integrity**

Data originated or stored on University computer equipment is University property. Users will access only data which are required for their job. Users will not make or permit unauthorized use of any University data. They will not seek personal or financial benefit or allow others to benefit personally or financially by knowledge of any data which has come to them by virtue of their work assignment.

Users will enter, change, and delete data only as authorized within their job responsibilities. They will not knowingly include or cause to be included in any record or report a false, inaccurate, or misleading entry, nor will they knowingly alter or expunge from any record or report, or cause to be altered or expunged, a true and proper entry.

## **2. Security**

Personal use of UIS managed University IT resources for commercial purposes not directly related to the University's business or for obtaining personal gain, or use that creates a direct cost or constitutes a conflict of interest or conflict of commitment for the University is prohibited.

Users must respect the integrity of all University IT resources managed by UMS and must not intentionally harm, disrupt, or delay others use of UIS resources. Users must not disrupt or damage the academic, research, service, administrative, or related pursuits of another through the use of any UIS managed IT resource. Users must manage and use their access so as to maintain the security and confidentiality of the data in UIS managed University IT resources.

Users must safeguard their access and authorization credentials. Sharing of account names or passwords is strictly forbidden.

Certain features or services offered on or through the Site may require you to use an account (including setting up an ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify UIS Security immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by UIS or any other user of or visitor to the Site due to

someone else using your ID, password or account.

UIS cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

### **3. Compliance with Applicable Statutes, Regulations and Policies**

Use of UIS managed University IT resources must comply with all applicable State, or Federal law or regulations, University policies, and UIS policies. If UIS managed IT resources are used to access IT resources managed by another part of the University, the user is responsible for knowing and complying with all applicable policies established by the manager of those other resources.

### **4. Monitoring**

UIS in its sole discretion and without prior notice may monitor and preserve any transmittal or communication to its Site or Services. UIS reserves the right to access and disclose any contents on UIS managed University IT resources without the consent of the user when it believes it has a legitimate business need. UIS may at will monitor individual use of IT resources as it deems necessary and appropriate.

### **5. Enforcement**

Any person who uses UIS managed University IT resources in violation of Federal, State, or University statute, regulation, University Administrative Policy (APS), or this Terms of Service may be subject to any or all of the following: loss of privileges, progressive disciplinary action including termination, personal liability, and/or criminal prosecution.

UIS may block access to or remove a network connection to UIS managed University IT resources that are endangering University resources, or that is being used for inappropriate or illegal use.

UIS will, when appropriate, work with other University offices such as Legal Counsel, the CU Police Department, Internal Audit, and others to enforce this policy.

### **6. Other**

If any of the provisions of these Terms of Service are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Service, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and UIS with regard to your use of any Site or service managed by UIS, and any and all other written or oral agreements or understandings previously existing between you and UIS with respect to such use are hereby superseded and cancelled. UIS will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. UIS's failure to insist on or enforce strict performance of these Terms of Service shall not be construed as a waiver by UIS of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between UIS and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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