

# **TERMS AND CONDITIONS TERMS OF USE AND PRIVACY POLICY ALUMNAE ASSOCIATION OF SMITH COLLEGE ONLINE COMMUNITY**

The Alumnae Association of Smith College's Online Community (the "Online Community") is owned and provided by the Alumnae Association of Smith College ("the AASC") and is designed to facilitate communication among alumnae for personal or college-related purposes.

## **I. Privacy and Security**

The AASC will not sell or provide personally identifiable alumnae information to outside parties, except under special circumstances such as those set forth in this agreement, e.g. the AASC's good faith belief that the law requires disclosure, and for the use of mailing program or service information sponsored by the AASC. All alumnae information is strictly guarded for use by individual alumnae and the AASC for personal and AASC-related purposes only.

The AASC has taken all reasonable precautions to secure the personal information available through the Online Community. The Online Community is housed on a separate, secure server and is password protected to allow access by registered Smith College alumnae and authorized AASC and Smith College staff only. Although this precaution attempts to protect any personal information available through the Online Community from abuse or outside interference, a certain degree of privacy risk is faced any time information is shared over the Internet. Therefore, through one of the features of the Online Community, you have the ability to hide your information from being viewed by other Community members.

## **II. Policy and Guidelines for Proper Use**

Participation in the Online Community is a privilege.

To safeguard the operation of the Online Community, the AASC has adopted many guidelines and policies that are used by the AASC and Smith College to govern conduct, particularly conduct that occurs in an Online environment.

In addition to AASC and Smith College policies and guidelines, users of the Online Community must abide by the following specific rules and regulations:

A. Unauthorized copying, reproduction, republishing, uploading, downloading, posting, transmitting or duplicating any of the material is prohibited. You may download or copy any downloadable materials displayed on the Online Community for home, noncommercial and personal use only; provided, however, that you maintain all copyright, trademark and other

notices contained in such material and you agree to abide by all additional copyright notices or restrictions contained in any material accessed through the Online Community.

B. Use of information or communications available through the Online Community for any commercial, public or political purposes is strictly prohibited. Prohibited activities include, but are not limited to, solicitations for commercial services, cold-calling of any kind, mass-mailings for commercial purposes, or solicitations for religious or political purposes. Information available through the Online Community may be used for specific personal and AASC -related purposes only.

C. Users shall not restrict nor inhibit any other user from enjoying any service on the Online Community. Posting of materials or use of language which in the AASC's view is obscene, vulgar, abusive, defamatory, profane, threatening, harassing, hateful or otherwise offensive will constitute a violation of these policies governing the use of the Online Community. Additionally, users shall not upload, transmit, distribute or otherwise publish any materials containing a virus or any other harmful component.

D. All aliases adopted by Online Community users are subject to approval by the AASC to ensure that the proper image is associated with the AASC.

E. You also agree and understand that the AASC may preserve and disclose content/information if in the AASC's sole discretion such is reasonably necessary to: (a) comply with law; (b) enforce the terms of this agreement; (c) respond to claims that a user has violated the rights of third-parties, or (d) protect the interests, property, safety of the AASC, its users, or others. Use of the Online Community constitutes consent to such monitoring.

Neither the University nor the Alumnae Association is responsible for screening communications in advance, and neither the University nor the Association will actively monitor the use of the Smith College Online Community. For this reason, it is essential that the alumnae users of the Smith College Online Community report any abuses or misuse of the Smith College Online Community to the Alumnae Association. If the Alumnae Association determines that a user's participation in the Smith College Online Community creates a liability for the Alumnae Association or the University or that the user has violated the policies set forth herein, the Alumnae Association reserves the right, in its sole discretion, to take actions against the user. The Alumnae Association reserves the right to expel a user and deny a user further access to the Smith College Online Community if such user violates these policies or any applicable laws or regulations.

### III. Termination of Services

Neither Smith College nor the AASC is responsible for screening communications in advance, and neither Smith College nor the AASC will actively monitor the use of the Online Community. For this reason, it is essential that the alumnae users of the Online Community report any abuses or misuse of the Online Community to the AASC. If the AASC determines in its sole discretion that a user's participation in the Online Community creates a liability for the AASC or Smith

College or that the user has violated the AASC or Smith College policies, the AASC reserves the right, in its sole discretion, to take actions against the user.

You agree that the AASC, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Online Community, and remove and discard any content within the Online Community, with or without notice, for any reason, including, without limitation, for lack of use or if the AASC believes, in its sole discretion, that you have violated or acted inconsistently with the terms of this agreement. The AASC may also in its sole discretion and at any time discontinue providing the Online Community, or any part thereof, with or without notice. You agree that any termination of your access to the Online Community may be effected without prior notice, and acknowledge and agree that the AASC may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Online Community. Further, you agree that the AASC shall not be liable to you or any third-party for any termination of your access to the Service. You may terminate the use of the services at any time by providing notification to the AASC at [alumnae@smith.edu](mailto:alumnae@smith.edu). The AASC reserves the right to terminate your access, without notification, for non-adherence of any of the rules set forth in this agreement.

#### IV. Liability and Indemnity

The reliability of the information available through the Online Community is largely dependent upon the actions of its registrants. The AASC can make no representations about the accuracy, reliability, completeness, or timeliness of this information.

THE AASC DOES NOT WARRANT THAT THE ONLINE COMMUNITY WEB SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIAL. THE ONLINE COMMUNITY IS PROVIDED ON AN "AS-IS" BASIS, AND TO THE FULLEST EXTENT PERMITTED BY THE LAW, THE AASC DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL THE AASC, SMITH COLLEGE, OR THEIR RESPECTIVE TRUSTEES, FELLOWS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM THE USE OF, DOWNLOADING OF OR INABILITY TO USE INFORMATION OR MATERIALS AVAILABLE ON THE ONLINE COMMUNITY WEB SITE. ADDITIONALLY, THERE IS NO WARRANTY THAT THE ONLINE COMMUNITY WILL MEET YOUR REQUIREMENTS; WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR RELIABLE. THE USER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT NEITHER SMITH COLLEGE, THE AASC, AND THEIR RESPECTIVE TRUSTEES, FELLOWS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THIS ONLINE COMMUNITY.

BY USING THE ONLINE COMMUNITY WEB SITE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AASC, SMITH COLLEGE, AND THEIR

RESPECTIVE CURRENT AND FORMER TRUSTEES, FELLOWS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, COSTS, AND EXPENSES THAT MAY ARISE FROM YOUR USE OF THE ONLINE COMMUNITY WEB SITE OR YOUR BREACH OF THESE POLICIES. The AASC will provide notice to you of any such action or claim, and reserves the right to participate, at our expense, in the investigation, settlement, and defense of any such action or claim.

#### V. Modification

The AASC reserves the right to modify this agreement and its policies, with or without notice, and your continued use of the site constitutes your agreement to comply with such modifications. You should review this agreement periodically to ensure that you are familiar with the policies contained herein.

#### VI. General Provisions

This agreement constitutes the entire agreement between you and the AASC and shall govern your use of the Online Community, superseding any prior agreements between the AASC and you. You also may be subject to additional terms and conditions that may apply when you use third party services, third-party content or third-party software. This agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall be subject to the exclusive jurisdiction of the Commonwealth and Federal Courts of Massachusetts. The failure of the AASC to exercise or enforce any right shall not constitute a waiver of such right or provision.