

# Campus Community Terms of Use

PLEASE READ THE FOLLOWING CAMPUS COMMUNITY TERMS OF USE CAREFULLY BEFORE USING THE INFINITE CAMPUS SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT.

The Campus Community is designed to bring together customers, partners, and staff. This is a place to positively connect, share information, experiences, as well as help each other with questions and answers to get the most out of your Infinite Campus investment.

These Terms of Use ("Terms") govern your access to and use of the Infinite Campus, Inc. ("we" or "our") Campus Community ("Service"). These Terms in no way alter your Infinite Campus End User License Agreement ("EULA"). These Terms describe the obligations of users of the Service. Use of the Service provided is optional, and these terms help prevent the potential for misuse. If your EULA is terminated, your right to access the Service is also terminated.

By using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you are not permitted to use the Service. Do not post, place content in, or download content from the Campus Community. By agreeing to these Terms, you are agreeing to these Terms both for yourself and for your organization and represent that you have the authority to bind that organization to these terms.

You may use the Service only in compliance with these Terms and the Infinite Campus EULA, which is entered in to separately. You may enable the use of the Service only if you have the power to form a contract with Infinite Campus and are not barred under any applicable laws from doing so.

#### **General Rules**

Access to Campus Community is a privilege and not a right. While debates and discussion are encouraged, Infinite Campus will not tolerate:

- Obscenity;
- Insults;
- Threats;
- Personal attacks; and
- Purposeless inflammatory posts.

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The following additional rules must also be observed:

- Please refrain from posting meaningless threads, one-word, or nonsense posts.
- Multiple or repeated posting to increase your post count is not allowed.
- Cross posting, or the posting of the same topic or question in multiple areas is prohibited.
- Advertising, soliciting, spamming, and trolling are not allowed. This includes
  using the forum, email, visitor messages, blog comments, picture comments, and
  private message systems to spam or harass other members. It also includes the
  use of signatures for the purpose of solicitation.
- Please wait a reasonable amount of time (typically 24 hours) before bumping posts. Bumping a post is defined as replying to your own thread for the purpose of making the thread return to the top of the list or to appear as new without adding new content or clarification.
- We do not allow posts, images, or links to sites that are considered offensive, sexually explicit, or that violates Campus Community standards. The Campus Community staff shall be the sole arbitrator of what does or does not violate Campus Community standards.
- Discussion of illegal activities such as software piracy or other intellectual property infringement are not allowed.
- While we are accepting of constructive comparative conversations about competitor's products or features, we will not tolerate blatant advertising threads.
   Please refrain from posting negative comments regarding other third-party products.
- We reserve the right to moderate or remove posts without notice. Moderation by Infinite Campus is final in these matters.
- Derogatory posts about company policies are not allowed.
- Posts discussing moderator actions are not allowed.
- Due to FERPA and other applicable data privacy laws, you may not post screenshots or other information that contains personally identifiable information of students or other student data.
- While the administrators and moderators of this forum will attempt to remove or
  edit any generally objectionable material as quickly as possible, it is impossible to
  review every posted message. Should you find a message that should be
  reviewed by a moderator, please use the report option to flag it for review.

#### **Your Content**

By using our Service, you provide us with content, information, and files that you submit to the Service (collectively "your content"). You retain full ownership to your content. These Terms do not grant us any rights to your content or intellectual property except for the limited rights that are needed to run the Service, as explained below.

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We may need your permission to do things you ask us to do with your content, for example, hosting your content, or sharing it at your direction. This includes product features visible to you. It also includes design choices we make to technically administer the Service, for example, how we backup data to keep it safe, or how we analyze usage of your content. You give us the permissions we need to do those things necessary solely to provide the Service. This permission also extends to trusted third parties we work with to provide the Service. For example, you give us permission to use a third-party hosting provider that we may choose to use to provide primary, additional, or redundant storage space in conjunction with the Service.

To be clear, aside from the rare exceptions we identify in our <u>Privacy Policy</u>, no matter how the Service changes, we won't share your content with others, for any purpose, except as stated herein, unless you direct us to, or unless we are ordered to by a court. How we collect and use your information is also explained in our <u>Privacy Policy</u>. And, we'll always follow applicable laws governing online privacy of student data, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act, and their state equivalents. Nothing in this agreement is to be construed to waive the rights afforded and responsibilities of those laws.

You are solely responsible for your conduct, the content of your files, and your communications with others while using the Service. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

We may choose to review public or shared content for compliance with our guidelines, but you acknowledge that Infinite Campus has no obligation to monitor any information or content on the Service. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Service.

We restrict the uploading of certain executable files and other similar file types that can be used in system exploits (such as files with .jsp, .xsl, .dll extensions). A list of all disallowed file types can be found here: <a href="https://kb.infinitecampus.com/help/file-types-digital-repository">https://kb.infinitecampus.com/help/file-types-digital-repository</a>. Changing the file extension to circumvent the file type restrictions is strictly prohibited and doing so may result in your immediate suspension from using the Service.

# **Sharing Your Content**

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The Service may provide features that allow you to share your content with others, or to make it public. There are many things that users may do with that content (for example, copy it, modify it, or re-share it). Please consider carefully what you choose to share or make public. Infinite Campus has no responsibility for that activity.

#### Your Responsibilities

Files and other content in the Service may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not Infinite Campus, will be fully responsible and liable for what you copy, share, upload, download, or otherwise use while using the Service. You must not upload spyware or any other malicious software to the Service.

You, and not Infinite Campus, are responsible for maintaining your content. Infinite Campus will not be liable for any loss or corruption of your content, or for any costs or expenses associated with backing up or restoring any of your content, so make sure you keep a separate backup copy of your content. We do, however, want you to be a happy user of the Service, and as such we will do everything commercially reasonable to see that your content is there for you when you need it.

## Acceptable Use

You agree not to misuse the Services. For example, you must not, and must not attempt to, use the Services to do the following things:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, Infinite Campus (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";
- publish anything that is fraudulent, misleading, or infringes another's rights;
- impersonate or misrepresent your affiliation with any person or entity;
- publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred; or
- violate the law in any way, or to violate the privacy of others, or to defame others.

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While these rules will cover most common situations, they cannot anticipate everything. Consequently, Infinite Campus reserves the right to take any actions it deems appropriate to ensure the Campus Community is not disrupted or abused in any way.

## **Account Security**

Use of your account is expressly limited to you, and you are responsible for any activity using your account. You are responsible for safeguarding the password that you use to access the Service and you agree not to disclose your password to any third party. Your account may not be transferred or shared with any other party, temporarily or permanently. You should immediately notify Infinite Campus of any unauthorized use of your account.

Your account access may be linked to your Infinite Campus district or state login. If your Campus account is disabled, then your access to the Campus Community site will be immediately deactivated.

## **Infinite Campus Property**

These terms do not grant you any right, title, or interest in the Service or the content in the Service. The Software and other technology we use to provide the Service are protected by copyright, trademark, and other laws of the United States. These Terms do not grant you any rights to use the Infinite Campus trademarks, logos, domain names, or other brand features.

### **Copyrights in your Content**

Infinite Campus respects the intellectual property rights of others and asks that you do as well. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported using our DMCA Process (https://www.infinitecampus.com/policies/digital-repository-services-dmca-policy). We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

#### **Other Content**

The Service may contain links to third-party websites or resources. Infinite Campus does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

#### **Termination**

You can stop using the Service any time. We reserve the right to suspend or end the Service at any time, with or without cause, and with or without notice. For example, we

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may suspend or terminate your use if you are not complying with these Terms, or if you use the Service in any way that would cause us legal liability or disrupt others' use of the Service. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend your account immediately.

#### Infinite Campus Digital Repository Service is Available "AS-IS"

You acknowledge that all posts made to the Campus Community forums express the views and opinions of the author and not Infinite Campus, its officers, directors, or employees, or the administrators or moderators of the forum. This includes all data, graphics, information, messages, photographs, text, or other material, otherwise known as content.

Although we want to provide a great Service, there are certain things about the Service we can't promise. For example, THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Infinite Campus shall have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Service. This "AS-IS" applies to the Service described here, and does not change the warranty or other terms of your Infinite Campus EULA.

# **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL INFINITE CAMPUS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT INFINITE CAMPUS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE MORE THAN \$20. This limitation of liability only applies to the Service described here. For all other portions of our software that you have licensed, your Infinite Campus EULA terms remain unchanged and in full force and effect.

#### **Modifications**

We may revise these Terms from time to time and the most current version will always be available on our website. By continuing to access or use the Service after revisions

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become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you are not permitted to use the Service.

# Miscellaneous Legal Terms

Specific terms present in your Infinite Campus EULA also apply to this Service. These terms are the ability to assign agreements, the governing law, amendments, waivers, severability, headings and construction, force majeure, notices, applicable law, and export rules. These terms are incorporated by reference. This way, if you have special terms and conditions that we agreed to before, they also apply.

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