

myLakeland

MEMBER CONDUCT AND TERMS OF USE

Feb 2018

Version: 2.0

MEMBER CONDUCT 3
CONTENT REQUIREMENTS 3
ATTEMPTS TO BREAK SECURITY 4
ACCEPTABLE USE POLICY 4
ASSUMPTION OF RISK 4
LIMITATION OF LIABILITY 5
REMOVAL OF CONTENT 5
PRESERVATION OF CONTENT 5
CHANGES TO CONTENT 5
GRANT OF LICENSE 6
DIGITAL MILLENNIUM COPYRIGHT ACT 6
INDEMNITY 6
TERMINATION FOR CAUSE 7
RETENTION 7
LINKS 7
INTEREST BASED ADVERTISING AND IP TARGETING 8
COLLEGE POLICIES & PROCEDURES 8
REPORTING VIOLATIONS 8
VERSION CONTROL 9

MEMBER CONDUCT

While Lakeland Community College encourages the use of the myLakeland Portal please be aware that violation of the following terms may result in employee discipline or a student conduct issue as describe in the Termination for Cause Section.

CONTENT REQUIREMENTS

You agree that you will NOT use the myLakeland portal to:

1. upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

2. harm minors in any way;

3. impersonate any person or entity, including but not limited to an Lakeland Community College Official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

4. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

5. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

6. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as bulletin boards) that are designated for such purpose;

7. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

9. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

10. intentionally or unintentionally violate any applicable local, state, national or international law;

11. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

12. "stalk" or otherwise harass another; or

13. Collect or store personal data about other users.

ATTEMPTS TO BREAK SECURITY

You understand and agree that any attempt to break security or to access an account that does not belong to you will be considered a material breach of these Guidelines, and such breach may result in suspension or termination of the Service and possibly referral to law enforcement authorities. Unauthorized access to the portal or any restricted portions of the portal or the telecommunications or computer facilities used to deliver the portal is a breach of these Guidelines whether or not such activities are a violation of law. Further, you are required to take adequate security measures to prohibit others from unauthorized access or use of the portal, including Public Use, and you must take prompt remedial measures upon notice of breaches or potential breaches of security.

ACCEPTABLE USE POLICY

Violations of any applicable Lakeland Community College Policy may also be considered a material breach of these Guidelines and may also result in suspension or termination of use of the portal.

ASSUMPTION OF RISK

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you and not Lakeland Community College are entirely responsible for all Content that you upload, download, post, email, transmit or otherwise make available via the portal. Lakeland Community College does not

directly control the Content posted via the Portal and we therefore do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the portal, you may be exposed to Content that is offensive, indecent or objectionable; and you may be exposing others to Content that others find objectionable. You agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge that you may not rely on any Content submitted to Lakeland Community College portal in all parts of the Service.

LIMITATION OF LIABILITY

Under no circumstances will Lakeland Community College be liable in any way for any Content, including but not limited to any errors or omissions in any Content or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

REMOVAL OF CONTENT

You acknowledge that Lakeland Community College does not pre-screen Content but that our designees will have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the portal. Without limiting the foregoing, Lakeland Community College will have the right to remove any Content that violates these Guidelines or is otherwise objectionable.

PRESERVATION OF CONTENT

You acknowledge and agree that Lakeland Community College may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Guidelines; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Lakeland Community College, its users and the public.

CHANGES TO CONTENT

You understand that the technical processing and transmission of the portal, including your Content, may involve (a) transmissions over various networks; (b) changes to conform and adapt to applicable security requirements; and/or (c) changes to conform and adapt to technical requirements of connecting networks or devices.

GRANT OF LICENSE

Lakeland Community College does not claim ownership of Content you submit or make available for inclusion on the Portal. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Portal, you grant Lakeland Community College the following worldwide, royalty free and non-exclusive license(s) as applicable:

1. With respect to Content you submit or make available for inclusion for inclusion in channels and other open accessible areas of the portal, you grant Lakeland Community College the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific areas to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Lakeland Community College removes such Content from the Portal.

2. Also With respect to Content you submit or make available for inclusion in channels and other open accessible areas of the portal, you grant Lakeland Community College the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and

   to incorporate such Content into other works in any format or medium now known or later developed.

DIGITAL MILLENNIUM COPYRIGHT ACT

Lakeland Community College may be required to disclose information to individuals asserting rights under the Digital Millennium Copyright Act, and you expressly authorize Lakeland Community College to comply with any and all lawful notices, subpoenas, court orders or warrants without prior notice to you.

INDEMNITY

You agree to indemnify and hold Lakeland Community College and their affiliates, officers, agents, faculty, other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the portal, your use of the portal, your connection to the portal, your violation of these Guidelines, your violation of college policies or your violation of any rights of another.

You acknowledge that you are responsible for all use of the portal using your account, and that these Guidelines, as amended from time to time, apply to any and all usage of your account. You agree to abide by these terms and you agree to defend, hold harmless and indemnify Lakeland Community College from and against any and all claims stemming from usage of this account - whether or not such usage is expressly authorized by you.

TERMINATION FOR CAUSE

Lakeland Community College may immediately terminate all or a portion of your membership or suspend any or all individual Member's access to all or a portion of the Service, without notice, or for conduct that Lakeland Community College believes is: (a) illegal, fraudulent, harassing or abusive;(b) a violation of these Guidelines, any policies or guidelines posted by Lakeland Community College; or (c) harmful to other users, Members, third parties, the portal, or the interests of Lakeland Community College. Use of a membership for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to the Member. Upon termination of your membership by Lakeland Community College for any of the above-mentioned reasons, you will not establish a new membership on the portal with expressed consent of the Portal Work Group. Upon termination of your membership, Lakeland Community College will have no obligation to notify any third parties nor will Lakeland Community College be responsible for any damages that may result or arise out of termination of your membership.

In Addition violation of these terms may result in employee discipline or a student conduct issue up to and including termination from employment or expulsion.

RETENTION

Lakeland Community College has no responsibility for retaining or delivering content that is located anywhere on the portal at the time of that Member's suspension or termination, or that are addressed to such Member thereafter. After a Member's suspension or termination, Lakeland Community College has no responsibility for retaining any data with respect to such Member.

LINKS

The portal may provide links to other World Wide Web sites or resources. Because Lakeland Community College has no control over such sites and resources, you acknowledge and agree that neither Lakeland Community College is responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Lakeland Community College will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of

or reliance on any such Content, goods or services available on or through any such site or resource.

INTEREST BASED ADVERTISING AND IP TARGETING

We may work with data providers to serve advertising to you through display media or other methods. These providers may use personal information that we have collected or that you have provided to locate you online, such as when you visit or log in to websites or mobile applications. This information may be linked to online identifiers or IP addresses assigned to you, and to demographic or interest-based data, in order to target you with relevant advertising, including about our products or services. To learn more about or opt out of this and other interest-based advertising, please visit the industry opt-out pages operated by the DAA, at http://www.aboutads.info and by the NAI at http://networkadvertising.org.

COLLEGE POLICIES & PROCEDURES

As it relates to privacy assurance these specific college policies are appropriate:

- Acceptable Use Policy for Electronic Communication https://myportal.lakelandcc.edu/web/public-policies-and-procedures/policies/3354-2-11-03
- Data Security and Privacy Assurance https://myportal.lakelandcc.edu/web/public-policies-and-procedures/policies/3354-2-11-04

To view all College Policies and Procedures please visit https://myportal.lakelandcc.edu/web/public-policies-and-procedures/main

REPORTING VIOLATIONS

To report violations of these guidelines, call (x5112) or email the help desk helpdesk@lakelandcc.edu.

Portions of the Member conduct sections have been based on Yahoo member conduct policies.

VERSION CONTROL

Version Number	Date	Actions or Changes.
Version 1.0	03/03/2008	Created Separate Member Conduct / Terms of Use Document to help Clarify the purpose.
Version 2.0	02/20/2018	Change Menu Header, Added Interest Based Advertising and IP Targeting and related College Policies.