

## **WEB VISITOR TERMS OF SERVICE (TOS)**

### **Applicable to all Online Visitors and Users of LMU Webs**

**CONTACT: WEB, NEW MEDIA + DESIGN**  
COMMUNICATIONS + GOVERNMENT RELATIONS

#### **Introduction**

The purpose of this policy is to define terms and conditions by which Web visitors must agree in order to view, access and/or otherwise use the university Web presence and/or affiliated online services. By accessing and/or using any part of the university Web presence (such as LMU.edu) and/or affiliated online services, visitors agree to become bound by the terms and conditions set forth in this policy. Visitors who do not agree to these terms and conditions may not access university Web sites, its affiliated Webs, or use any of its services.

#### **Terms of Service**

The Terms of Service below represent the terms and conditions by which Web visitors use and publish content to the university Web presence and its affiliates. By accessing and/or using any part of LMU.edu and/or its Web affiliates, Web visitors agree to become bound by the terms and conditions set forth in this policy. Web visitors who do not agree to these terms and conditions may not access LMU.edu Web sites or use any of its services.

#### **General Definitions and Understandings**

1. "Web visitor" is defined as any person, software, and/or automated agent that accesses any Web page, online element and/or any other online component of the university Web presence and/or its affiliates through Internet-based technologies (such as WWW, FTP, mobile protocols, etc.).
2. "Web presence" is defined as Web pages, Web sites, online postings, blogs, microblogs, social media, Web 2.0 tools, discussion boards, wikis and/or any other presentation of content through Internet-based platforms and/or communication mediums belonging to the university and/or its affiliated content and/or service providers.
3. "Content" is defined as digital assets, electronic documents, audio, video, text, images, art and/or any other form of digitally consumed materials made available in or on a Web presence.

#### **Terms and Conditions**

1. The university Web presence is provided "as is." The university disclaims all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. The university does not make any warranty that the Web presence will be error free or that access thereto will be continuous or uninterrupted. Web visitors understand that the content and services provided on the Web site are provided at the visitor's discretion and risk.
2. In no event shall the university, its employees, agents, licensors nor contractors be liable with respect to any subject matter of this policy under any contract, negligence, liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data. The foregoing shall not apply to the extent prohibited by applicable law.
3. Web visitors agree to indemnify and hold harmless the university, its employees, agents, contractors and officers from and against any and all claims and expenses, including attorneys' fees, arising out of the Web visitor's use of the Web presence, including but not limited to the Web visitor's violation of this policy.
4. Web visitors understand that the university has not reviewed, and cannot review, all of the content posted to its Web presence and is therefore not be responsible for the content, its use or effects. By operating and maintaining a Web site, the university does not represent nor imply that it endorses the content posted or that it believes such content to be accurate, useful or non-harmful. Web visitors are responsible for taking precautions as necessary to protect Web visitor's equipment from content that may be harmful or destructive. The Web presence may contain content that is offensive, inappropriate and/or otherwise objectionable. The Web presence

may also contain technical inaccuracies, typographical mistakes and other errors. While the university makes its policies readily available internally and externally and takes reasonable steps to ensure compliance, it is also possible that the Web presence may contain material that violates privacy or publicity rights, infringes on intellectual property and other proprietary rights and/or other duplication limitations. The university disclaims any responsibility for any harm resulting from that use by Web visitors.

5. The university has comprehensive policies regarding the responsible use of its Web presence for the protection of its Web visitors and Web authors. Those policies are located at <http://web.lmu.edu>.
6. The university supports and undertakes reasonable steps to monitor all applicable laws with respect to its Web presence, such as copyright and intellectual property rights. The university encourages Web visitors to notify the appointed copyright officer of any and all infringement claims in accordance with the Digital Millennium Copyright Act (DCMA) by visiting <http://www.lmu.edu/copyright>.
7. This policy does not transfer any of the university's intellectual properties to its Web visitors. All rights, title and interest in and to such property, such as the university logos and marks, remain solely with the university. Web visitors are granted no rights or license to reproduce or otherwise utilize the university's content, digital assets and/or other intellectual properties.
8. Web visitors understand that the university maintains a comprehensive and complex Web presence that includes the integration of external Web tools and social media, the delineation of which may not be self-evident. Additionally, the content and design of a particular Web page may include integrated sections from unofficial authors and independent sources that do not represent the university. LMU is not responsible for the privacy practices, activities and/or content of its independent affiliates. Neither these sites, nor any content available through links to and from them, are screened, reviewed and/or endorsed by the university. Any links to external Webs provided on the Web presence are provided as a courtesy. They should not be construed as an endorsement by the university of the content and/or views. The content on the university Web presence are the opinion of the specified author(s) and are not statements of advice, opinion, support or information of the university.