

Alpena Community College Internet/Microsoft Office 365 Terms of Use

Before using Alpena Community College's Internet/Microsoft Office 365 Applications, you must review and accept the Terms of Use.

1. Acknowledgment and Acceptance of Terms of Use

Alpena Community College Internet connections are operated through services with Merit. Office 365 Applications are operated through services with Microsoft. By accepting the Terms of Use agreement, you are indicating your agreement to be bound by all of the terms and conditions set forth in this document.

All users of Alpena Community College's Internet/Network/Microsoft Office 365 Applications shall comply with the evolving Terms of Use policies established here, the Microsoft Acceptable Use and Privacy Policy, and the Merit Acceptable Use and Privacy Policy.

2. Description of Service

Alpena Community College is providing its Users with a capability to send and receive email on its network.

Alpena Community College Office of Information Technology provides one Microsoft Office 365 account and limited technical support.

3. User Obligations

In consideration for this Service, you agree to provide certain information about yourself as prompted to do so by the Service, and update this information as necessary to keep it current, complete and accurate. All information provided by you on original sign up shall be referred to as registration data. If any information provided by you is inaccurate, Alpena Community College retains the right to terminate your membership and all associated rights to the Service.

4. Modifications to Terms of Use

Alpena Community College may change the Terms of Use from time to time. Your continued use of the Service constitutes an affirmative acknowledgment by you of the Terms of Use and any subsequent modifications made to them and your agreement to abide and be bound by them.

5. Modifications to the Service

Alpena Community College reserves the right to modify or discontinue the Service with or without notice to its Users. Alpena Community College shall not be liable to its Users or any third party should they exercise their right to modify or discontinue the Service.

6. Privacy Policy

It is Alpena Community College's policy to respect the privacy of its Users. Therefore, Alpena Community College will not monitor or judge, edit, or disclose the contents of its Users' private communications unless required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal process served on Alpena Community College or to protect and defend the rights or property of Alpena Community College. As a User, you acknowledge and agree that Alpena Community College neither endorses the contents of any Users communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising from or any crime facilitated thereby.

As a User you acknowledge and understand that certain technical processing of email messages and their content may be required to send and receive messages; conform to connecting networks' technical requirements; conform to the limitations of the Service; or conform to other similar requirements.

7. Member Account, Password, Security, Violations

Once you become a User of the Service, you will receive a password and an account. You are responsible for maintaining the confidentiality of your password. Furthermore, you are entirely responsible for any and all activities which occur under your account. You must immediately notify Alpena Community College of any unauthorized use of your account or any other breach of security known to you. You will be prompted to change your password regularly.

Report any violations of the terms of this agreement by Alpena Community College Service Users to helpdesk@alpenacc.edu.

8. Disclaimer of Warranties

User expressly acknowledges and agrees that use of the Service is at User's sole risk and that the Service is provided on an "as is" and "as available" basis.

Alpena Community College expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Alpena Community College makes no warranty that the service will meet User's requirements, or that the Service will be uninterrupted, timely, secure, or error free. Alpena Community College makes no guarantees as to the results that may be obtained from the use of the Service or the accuracy or reliability of any information obtained through the Service or that defects in the software will be corrected.

User understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Service is at the User's own risk and User is solely responsible for any damage to User's computer system or loss of data that results from the download of such material and/or data.

Alpena Community College makes no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by User from Alpena Community College or through the Service shall create any warranty not expressly made herein.

9. Limitation of Liability

Alpena Community College shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Service or for cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through the Service or resulting from unauthorized access to or alteration of User's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if Alpena Community College has been advised of the possibility of such damages.

10. No Resale Use of the Service

Your right to use the Service is personal to you and provided to you by Alpena Community College. Therefore, a User may not resell or make any commercial use of the Service provided by Alpena Community College.

11. User Conduct

You are solely responsible for the contents of your transmissions through the Service. Your use of the Service is subject to all applicable local, state, national, and international laws and regulations. Therefore, you agree: (1) to comply with all applicable United States laws regarding the transmission of technical data exported from the US through the Service; (2) that you shall not use the Service for illegal purposes; (3) that you shall not interfere or disrupt networks connected to the Service; and (4) that you shall comply with all regulations, policies, and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, your conduct is subject to Internet regulations, privacy policies, and procedures. Users may not use the Service to send spam, junk mail or launch phishing attacks or to communicate with any person who has not given specific permission to be included in such communications. In addition, you may not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. Users may not interfere with another User's use of the Service or another entity's use of similar services. Alpena Community College will be the sole arbiter of what constitutes obscene, abusive, or objectionable language.

Alpena Community College may, at its sole discretion, immediately terminate Service should User's conduct fail to conform to these Terms of Use.

12. Indemnification

You agree to indemnify and hold Alpena Community College, its officers, directors, employees, subsidiaries, affiliates, successors, and assigns harmless from any third party claim or demand, including reasonable attorneys' fees, made in connection with or arising out of your use of the Service, your violation of the Terms Of Use, or the infringement by you, or other users of the Service using your account, of any intellectual property, right of privacy or publicity, or other right of any person or entity.

13. Termination/Cancellation

Alpena Community College may terminate the Service with or without cause at any time and effective immediately. Alpena Community College shall not be liable to you or any third party for termination of Service.

Should User object to any terms and conditions of this Service or any subsequent modifications thereto or become dissatisfied with the Service in any way, your sole and exclusive recourse is to immediately discontinue your use of the Service and notify Alpena Community College of your cancellation.

Upon termination of the Service, your right to use the Service immediately ceases and you shall have no right and Alpena Community College shall have no obligation thereafter to forward any unread or unsent messages to User or any third party.

14. Notice

Except as otherwise indicated herein, all notices to you from Alpena Community College or from you to Alpena Community College shall be in writing and shall be made via email or conventional mail. Alpena Community College may post notices or messages through the Service to inform Users of changes to the Service, or the Terms of Use, or other matters of importance; such postings shall constitute sufficient written notice to User.

15. Participation in Promotions of Advertisers

You may enter into correspondence with or participate in promotions of the Advertisers marketing their products on the Service. Any such correspondence or promotions, including the delivery of and the

payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between the corresponding User and the Advertiser. Alpena Community College assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

16. Proprietary Rights

Content, such as text, software, sound, graphics or other material, including that contained in advertisements or information presented to you when using Alpena Community College's Internet/Email Services may be protected by copyrights, trademarks, or other laws or third-party rights.

17. Laws

This Terms of Use agreement shall be governed by and construed in accordance with the laws of the state of Michigan, excluding its conflict of law provisions. Both User and Alpena Community College agree to submit to the exclusive jurisdiction of the courts of the State of Michigan.

If any provision(s) of these Terms of Use are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Alpena Community College's failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Alpena Community College in writing. User and Alpena Community College agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

By agreeing to these Terms of Use you certify that all information you supply to this service is true and correct to the best of your knowledge.

May 14, 2019