

College of Charleston

PARENT LISTSERV USER AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE CONTINUING. YOU MUST AGREE TO ALL OF THE FOLLOWING PROVISIONS AS A CONDITION FOR PARTICIPATING ON THE PARENT LISTSERV

Welcome to the College of Charleston (the “College”) Parent Listserv (the “Listserv”). The purpose of the Listserv is to facilitate the ready exchange of information regarding programs and services offered by the College and to serve as a means for parents of College students to network and exchange information about those programs and services.

USER CERTIFICATION

As a condition for subscribing to and using the Listserv you must first certify that you are either the parent(s) of a currently enrolled College of Charleston student, or an individual currently employed at the College. By accepting this Agreement below, you are making that certification to the College. In addition, your acceptance is also a certification to the College that you agree to all of the terms and conditions contained in this Agreement and will use the Listserv only as provided for in this Agreement.

USE RESTRICTIONS

1. As a user of the Listserv (a “User”) you agree that the Listserv will not be used to send messages that are inimical to the best interests of our students and the College including, but not limited to, those messages that:
 - Inaccurately implies endorsement, approval, or sponsorship of the posting by the College.
 - Violate local, state, federal, or national laws of any country.
 - Contain any defamatory, abusive, threatening, offensive (e.g., messages with sexual, discriminatory, racial, or derogatory connotations), hateful, profane, infringing, or obscene/indecent topic or language; or otherwise violate the legal rights of others.
 - Advertise or offer to sell or buy any goods or services for any business/commercial purpose.
 - Contain materials or information protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights to that property or has received all necessary consents.

- Contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
 - Contain surveys, contests, pyramid schemes or chain letters.
 - Contain a student's personally identifiable information (maintained in the student's education records) in violation of College Policy implementing the Federal Educational Rights and Privacy Act (FERPA) of 1974, as amended (see <http://www.cofc.edu/registrar/FERPA.htm>).
 - Suggest or encourage illegal activity. The College will assist law enforcement officials in investigations concerning the possible misuse of the Listserv for illegal purposes.
 - Advertise products or services for sale or trade unless such an advertisement is specifically pre-authorized by the College of Charleston.
 - Contain announcements or opinions of a political or religious nature.
2. All communications utilizing the Listserv must be for informational purposes only and made in accordance with these terms and conditions.
 3. The collection, storage, searching for, or harvesting of other Users' email address or personal and private information for external commercial posting is prohibited.
 4. The Users of the Listserv open e-mail attachments at their own risk. The College does not scan messages and attachments sent to the Listserv for viruses, worms, or other computer-related threats.

USER SUBMISSIONS AND PARTICIPATION

Listserv postings are not privileged, confidential, or, in the event of litigation, protected from discovery. Therefore, subscribers should not post any message that they would be embarrassed or concerned to see made public. User is responsible for his/her own submissions and is solely responsible for the consequences of posting those communications to the Listserv.

COLLEGE DISCLAIMER

User assumes all risks associated with dealing with other Users through this Listserv. The College does not confirm that each User is who they claim to be; is not involved in the User-to-User dealings, and does not exercise censorship or pre-screen messages. The College has no control over the quality, safety or legality of the information posted, nor the truth, accuracy or reliability of the information posted. Users are solely responsible for the form, content and accuracy of any submission placed by that User on the Listserv.

RELEASE and INDEMNIFICATION

By subscribing to and using this Listserv, you are releasing the College and its trustees, officers, employees, agents and representatives (the “College Personnel”) from all claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your subscription to and use of the Listserv. You also agree to indemnify and hold harmless the College Personnel from and against any and all claims, proceedings, damages (including, but not limited to, indirect, consequential, special or punitive), actions or demands of any nature, including without limitation all legal fees, alleging or resulting from your use of this Listserv, or your breach of this Agreement.

TERMINATION / ACCESS RESTRICTION

The College reserves the right to review and delete any posting on the Listserv and to terminate or limit a User’s subscription at any time and without prior notice if the College determines, in the exercise of its sole discretion that such User (or one using that User’s ID) has acted in a way that is inconsistent with this Agreement.

HYPERLINKS

The Listserv may contain links (“hyperlinks”) to third-party Web sites. These links are provided solely as a convenience to you and not as an endorsement by the College of the contents on such third-party Web sites. The College is not responsible for the content of the linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Web sites. If you decide to access linked third-party web sites, you do so at your own risk.

MISCELLANEOUS

This Agreement is governed by the laws of the State of South Carolina, without respect to its conflict of laws principles. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreements, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement constitutes the entire agreement between you and the College with respect to the use of the Listserv. This Agreement maybe modified by the College from time to time and such modification(s) shall be effective upon their posting to this Listserv site.

Effective Date

This agreement is effective immediately upon acceptance by the User.