

Terms of Use

Please read these Terms of Use carefully, as they govern our mutual rights and responsibilities when you use the resources and services provided by Brooklyn College.

We encourage you to read the <u>CUNY Policy on Acceptable Use of Computer Resources</u>, the <u>CUNY Privacy Policy</u> and the <u>Brooklyn College Web Content Standards Policy</u> before using Brooklyn College Blogs.

1. Rights and Obligations Related to Content and Material

The site and its contents are protected by copyright pursuant to U.S. and international copyright laws.

Your Responsibilities

You are responsible for any content you post to a blog or website. You may not copy, distribute, transmit, publicly display, publicly perform, participate in the transfer or sale of, create new works from, or in any way exploit, any of the content on the site in whole or in part.

By posting content on this site, you are granting Brooklyn College a nonexclusive, royalty-free, perpetual and worldwide license to use the content on the site until you remove or delete it. If you delete content, Brooklyn College will use reasonable efforts to remove it from the site, but you acknowledge that caching or references to the content may not be made immediately unavailable.

If you have reason to believe that any content or activity on this site violates these terms or is illegal or inappropriate, or to report any other abusive behavior in connection with the site, please contact us at: blog@brooklyn.cuny.edu.

Brooklyn College Blogs and CUNY comply with the Digital Millennium Copyright Act (DMCA). If you have reason to believe that any content or activity on this site is infringing on rights owned by you or another (provided you are authorized to act on behalf of the person), please review <u>CUNY's DMCA information</u> for assistance in making a claim.

2. Termination

These terms will continue to apply until terminated by either you or Brooklyn College.

Brooklyn College may at any time terminate its legal agreement with you and your right to access and use the site if you have breached any provision of the terms, Brooklyn College is required to do so by law, or Brooklyn College no longer maintains the site and is terminating the service.

3. Governing Law

You agree that if Brooklyn College does not exercise or enforce any legal right or remedy that is contained in these terms (or for which Brooklyn College is entitled under any applicable law), this will not be taken to be a formal waiver of these rights and remedies.

These terms, and your relationship with the Brooklyn College Blogs, shall be governed by the rules, regulations and policies of CUNY and Brooklyn College, and the laws of the State of New York without regard to its conflict of laws provisions. You and Brooklyn College agree to submit to the exclusive jurisdiction of the courts located within the State of New York to resolve any legal matter arising from these terms. However, you agree that Brooklyn College shall still be allowed to apply for injunctive remedies (or any equivalent type of urgent legal relief) in any jurisdiction.

4. No Warranties and Disclaimer of Liability

The posts, comments and other content on the site are the views and opinions of their authors. Content is the sole responsibility of its authors. We cannot verify or guarantee that the information presented on the site is accurate or complete, and CUNY shall not be liable for any harm or damages arising from content posted on the site. The site is provided on an "as is" and "as available" basis. CUNY makes no representations or warranties of any kind, express or implied, regarding the availability, operation or administration of the site or the information or content on it. To the full extent permitted by applicable law, CUNY specifically disclaims all such warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CUNY will not be liable for any damages of any kind arising from the use or inability to use the site. You expressly agree that you use the site solely at your own risk.

5. Modification of These Terms of Use

We reserve the right to change, at any time, at our sole discretion, these terms. You are responsible for regularly reviewing these terms. Your continued use of the site constitutes your agreement to all of these terms.

6. Right to Remove Content and Discontinue Service

Brooklyn College has the right (though not the obligation) in its sole discretion to refuse or remove any content at any time that violates these terms or any CUNY or Brooklyn College policy, or applicable federal or state statutes, or common laws.

Brooklyn College also reserves the right to modify, suspend or discontinue the site, with or without notice, at any time and without any liability to site users.

7. Technical Requirements for Support

Brooklyn College Blogs is optimized for display on the most recent releases of the Firefox, Safari, Chrome and Internet Explorer Web browsers. Users who encounter difficulties viewing the Brooklyn College Blogs on earlier versions of these browsers will be asked to upgrade their software before being given technical assistance.

(These Terms of Use are based on work by Baruch College (CUNY).)



Office of Communications and Marketing Brooklyn College 2900 Bedford Avenue Brooklyn, NY 11210 P: 718.951.5882 | F: 718.951.4609 communications@brooklyn.cuny.edu