

## **Cogswell Polytechnical College Website Terms of Use**

Welcome to the Cogswell Polytechnical College™ (“Cogswell College” or “we”) Website. Your use of this Website and other Cogswell College sites (collectively, the “Sites”) is governed by these Terms of Use. By using the Sites, you agree to and are bound by the following terms of use and conditions, which constitute an agreement between Cogswell College and you. We may change these terms from time to time without notice. You will always be able to view the most current version by clicking on the [Terms of Use link](#) at the bottom of any page on our Web site.

### **Scope of These Terms**

Cogswell College encourages use of the Sites as a way to share information and knowledge in support of Cogswell College’s educational mission. The Sites are owned and operated by Cogswell College. While most of the Sites are publicly accessible, certain services and information offered online might be restricted to specific users or segments of the Cogswell College community.

### **Our Information and Content**

The Sites contain official pages relating to the programs and facilities offered at Cogswell College and related administrative business. Some of the Sites also contain Web pages generated by groups or individuals whose expressed views and information do not necessarily represent the views of Cogswell College, its trustees, faculty, staff, or collective student body. We are not responsible for content or accuracy of such information. Neither Cogswell College, nor any of its directors, employees, or agents shall be liable for any damages resulting from your use of or access to the information on our Sites.

Consistent with Cogswell College’s policies and regulations, Cogswell College upholds the principles of freedom of speech, the importance of access to information and public dialogue, intellectual property and proprietary rights, the rights of authors and artists to protect the integrity of their work, and rights of privacy and publicity in the use of electronic resources by our faculty, students, and staff.

### **Ownership of the Sites**

#### **Copyright**

All content included on the Sites, including, but not limited to, text, graphics, logos, buttons, icons, images, and software, is the property of Cogswell College or its licensors or partners and is protected by U.S. and international copyright laws. Reproduction, duplication, modification, distribution, transmission, replication, display, or performance of the Sites in whole or part and of the content of the Sites, including all art work on the Sites, without the express written permission of Cogswell College is strictly prohibited. You must not remove any copyright notices from our materials. We reserve all other proprietary rights.

Cogswell College complies with the provisions of the Digital Millennium Copyright Act (DMCA). If you have a concern regarding the use of copyrighted material on any Sites, please contact the Webmaster to respond to reports alleging copyright infringement. To be effective,

the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)): (1) Physical or electronic signature of a person authorized to act on behalf of the copyright owner; (2) Identification of the copyrighted work claimed to have been infringed; (3) Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit Cogswell College to locate the material; (4) Contact information of the complaining party; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or the law; (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Trademarks**

Cogswell Polytechnical College, Cogswell College, the Cogswell College logo, and all related trademarks are the property of Cogswell College. Cogswell College names and trademarks may not be used by third parties without express prior written permission from Cogswell College. You may not use our trademarks in any of the following ways: to identify non-Cogswell College products or services, within or as part of your own trademarks, in a manner which will likely cause confusion, in a manner that implies that Cogswell College sponsors, endorses or is otherwise connected with your own or any other entity's activities, products or services, or in any manner that disparages us. Other trademarks, service marks, and trade names used on the Sites are the property of their respective owners.

## **Material that You Put/Post on the Sites**

Your posting of material on the Sites or providing material to Cogswell College to use on the Sites will be deemed to be a grant by you to Cogswell College of a license to the material, to include the material on the Sites and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

## **Courtesy Policy and Acceptable Use of the Sites**

Cogswell College does not actively monitor or control Web content. However, when Cogswell College receives a notification of an alleged violation of law or policy, we intend to investigate and address violations accordingly. We may remove, block, filter, or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject Cogswell College to liability, or may violate these Terms of Use. Cogswell College may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of these Terms of Use may result in the suspension or termination of access to the Sites or other actions as detailed below:

You may not use any of the Sites to:

- (1) transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- (2) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation

with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Sites;

(3) transmit any material (by uploading, posting, email or otherwise) 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);

(4) transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party including without limitation, music, lyrics, audio, or audiovisual materials, photos or other images that are the copyrighted property of a third party;

(5) transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation;

(6) transmit any material (by uploading, posting, email or otherwise) 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;

(7) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Sites and/or the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;

(8) interfere with or disrupt the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies, or regulations of networks connected to the Sites;

(9) intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

(10) "stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent.

Cogswell College requests that anyone who believes that there is a violation of these Terms of Use or any other violation or misconduct direct the information to the executive assistant to the president. If available, please provide the following information: (1) the IP address used to commit the alleged violation, or if no IP address is involved, the location of the objectionable material on the Site(s); (2) the date and time of the alleged violation, including the time zone; and (3) evidence of the alleged violation. When reporting an issue regarding unsolicited email, please provide a copy of the email messages with full headers that typically provide all of the above data. Other situations will require different methods of providing the necessary information.

### **Links to Third-Party Web Sites**

The Sites may provide links to third-party Web sites that are not under Cogswell College control.

We do not control such Web sites and are not responsible for their contents. These links are provided for convenience only and unless otherwise expressly stated by Cogswell College, are not intended as an endorsement by Cogswell College of the organization or individual operating those third-party Web sites or a warranty of any type regarding the third-party Web sites or the information on them. Links from a Web site located on a Cogswell College server to a third-party Web site, or references to third-party brands, products, or services do not imply Cogswell College's endorsement of those Web sites, products, or services.

### **Disclaimer of Warranties and Limitation of Liability**

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COGSWELL COLLEGE DOES NOT WARRANT THAT THE SITES OR ANY SERVICES THEREIN WILL BE UNINTERRUPTED, ERROR-FREE, OR, AS APPLICABLE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COGSWELL COLLEGE MAKES NO EXPRESS WARRANTIES AND YOU WAIVE ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION, OR SERVICE PROVIDED THROUGH COGSWELL COLLEGE OR VIA THE SITES. YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN INTERNET COMMUNICATIONS AND TECHNOLOGY AND COGSWELL COLLEGE DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY COGSWELL COLLEGE OR ITS REPRESENTATIVES AND/OR VENDORS SHALL CREATE A WARRANTY. COGSWELL COLLEGE AND ITS FACULTY AND STAFF ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

### **Jurisdiction**

This Agreement is governed by California law without regard to conflict of law provisions. The federal and state courts located in Los Angeles, California alone have jurisdiction over all disputes arising out of or related to this agreement and the services. You consent to the personal jurisdiction of such courts sitting in Los Angeles, California with respect to such matters or otherwise between you and Cogswell College, and waive your rights to removal or consent to removal.

### **Privacy Policy**

We pay special attention to privacy issues. The purpose of our privacy policy is to identify the information we may collect about you, describe the uses we may make of your information and the security measures we take to protect it, and discuss your options for controlling your information. You can view our privacy policy for Cogswell College.

### **Miscellaneous**

This Agreement constitutes the entire agreement between you and Cogswell College with respect to your use of the Sites and the services offered on the Sites. Cogswell College may revise,

amend, or modify this Agreement and any other User policies and agreements, at any time and in any manner. These Terms of Use were last updated on May 15, 2007.