Terms and Conditions of Use

Please read these Terms & Conditions of Use (“Terms of Use” or “Terms”) and the Privacy Statement carefully before accessing tufts.edu or other Tufts University sites (“Site” or “Sites”) or participating in any chatroom, newsgroup, bulletin board, mailing list, website, transaction or other online forum available at any of the Sites. Other Sites may also have additional terms and conditions. By using and/or participating in these Sites, you signify that you have read these terms and agree to be bound by and comply with them. If you do not agree to be bound by these terms, please promptly exit all Sites.

Tufts University reserves the right to modify these Terms at any time and any such changes will be posted on this page.

Content

Consistent with Tufts University policies and regulations, Tufts University upholds the principles of academic freedom and shared governance, freedom of speech, and privacy in the use of electronic resources by our faculty, students and staff.

The Tufts web space contains official pages in support of the core mission of Tufts University or related administrative business. It also contains Web pages generated by groups or individuals whose expressed views do not necessarily represent the views of Tufts University or the Board of Trustees.

You agree that Tufts University has the right and discretion to monitor any activity and content associated with its Sites, Site content, and Site services. Tufts University may investigate any reported violation of these Terms of Use or complaints relating to the Sites, Site content, and Site services, and take any action that we believe is appropriate including, but not limited to, removing materials from the Sites and terminating/suspending your access to the Sites.

Rules for Online Conduct

You agree to use the Sites in accordance with all applicable laws. Because Tufts University is a nonprofit, tax-exempt organization, you agree that you will not use the Sites for organized partisan political activities or for the promotion of for profit businesses or products. You further agree that you will not e-mail to or post any of the following content anywhere on the Sites, or on any other Tufts computing resources:

- Content that defames or threatens others
- Harassing statements or content that violates federal or state law
- Content that discusses illegal activities with the intent to commit them
- Content that infringes another’s intellectual property, including, but not limited to, copyrights, trademarks or trade secrets
- Material that contains obscene (i.e. pornographic) language or images
- Advertising or any form of commercial solicitation
- Content that is otherwise unlawful
- Content or software that attempts to circumvent security protections or contains malicious software

Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the Sites without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material.

Tufts employees using these Sites are expected to abide by the Tufts’ Business Conduct Policy and other Tufts policies and guidelines applicable to Tufts employees.

Tufts students using these Sites are expected to abide by the applicable student handbooks and other Tufts policies and guidelines applicable to Tufts students.

Although Tufts University does not routinely screen or monitor content posted by users to the Sites, Tufts University reserves the right to do so and to remove content that violates the above rules of which it becomes aware, but is under no obligation to do so.

Finally, you agree that you will not access or attempt to access any other user’s account, or misrepresent or attempt to misrepresent your identity while using the Sites.

Permission to Use Materials

In consideration for your agreement to the terms and conditions contained here, Tufts University grants you a personal, non-exclusive, non-transferable license to access and use the Sites. User may download material from the Sites only for user’s own personal, non-commercial use. User may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material. The burden of determining that use of any information, software or any other content on the Site is permissible rests with user.
Limitation of Use

You may use the Sites for legal purposes only. Furthermore, you agree that, if a third party claims that any material you have contributed to a Site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws. Although Tufts University does not routinely monitor the content of the Sites, Tufts University has the right to remove material from the Sites, block access, or take other action with respect to any of the material on the Sites in its sole discretion, although Tufts University is under no obligation to do so. You may not use Tufts computing resources or Sites to disseminate unsolicited advertising or promotional material of any kind.

Links to Third-Party Sites

Tufts’ Sites, Site content, and Site services may contain links or references to other websites. Tufts University does not have control over third-party websites or their content and does not assume responsibility or liability for any content, opinions, or material available on them. Tufts University does not endorse the content of any third-party site, nor does Tufts University warrant that a third-party site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. If you link to any third-party site through a Tufts’ Site, Site content, or Site services, please be aware that you are doing so at your own risk. Tufts University encourages you to review any third-party website’s terms or use and privacy policy as those, and not Tufts University’s Terms of Use and Privacy Terms, are applicable to your use of their site and any information that it may collect.

Choice of Law

These Terms shall be governed in all respects by the Commonwealth of Massachusetts without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in, the state and federal courts sitting in the judicial district that includes Middlesex County, Massachusetts. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Tufts University's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

Disclaimer of Warranty/Limitation of Liability

THESE SITES AND ANY INFORMATION, PRODUCTS OR SERVICES THEREIN ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OF A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Tufts University does not warrant, and hereby disclaims any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of any Site, information obtained from a Site, or link to a Site. Tufts does not warrant that Sites will operate in an uninterrupted or error-free manner or that Sites are free of viruses or other harmful components. Use of information obtained from or through these Sites is at your own risk.

YOU AGREE THAT TUFTS UNIVERSITY WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR (OR ANY THIRD PARTY’S) USE OR INABILITY TO USE A SITE, OR TO YOUR PLACEMENT OF CONTENT ON A SITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH A SITE. IN PARTICULAR, TUFTS WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OR INABILITY TO USE A SITE, OR ANY PURCHASES OR DONATIONS ON THIS OR THROUGH THIS SITE, OR YOUR PLACEMENT OF CONTENT ON A SITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH A SITE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

Tufts makes no representation regarding your ability to transmit and receive information from or through the Sites and you agree and acknowledge that your ability to access the Sites may be impaired. Tufts disclaims any and all liability resulting from or related to such events.

Copyright

All content included in or made available through any Tufts’s Site, such as text, graphics, logos, button icons, images, audio clips, video and other multimedia, digital downloads, and data compilations is the property of Tufts University or its content suppliers and protected by United States and international copyright laws.

Copyright Complaints

We respect the intellectual property rights of others. If you are an owner of intellectual property and you believe your intellectual
property has been improperly posted or distributed via the Sites, please notify us by sending an email to DMCA-Agent@tufts.edu or by sending a notice by U.S. Mail to: Office of University Counsel, Tufts University, Ballou Hall, Medford, MA 02155. In your e-mail or letter, you will need to include all of the notice elements listed in the DMCA at 17 U.S.C. § 512(c)(3). Please be aware that the DMCA makes copyright owners liable if they materially misrepresent that a user's content is infringing.

**Trademarks**

The logo, name and all graphics on the Sites of Tufts University or any of its schools, clinics or affiliates, are trademarks of Tufts or its affiliates. Use, reproduction, copying or redistribution of trademarks, without the written permission of Tufts or its affiliates is prohibited. All other trademarks or servicemarks appearing on the Sites are the marks of their respective owners.

SMFA and the SCHOOL OF THE MUSEUM OF FINE ARTS are trademarks of the Museum of Fine Arts, Boston, and are used by permission.

**Indemnification**

You agree to indemnify and hold Tufts harmless from any claims, losses or damages, including legal fees, resulting from your violation of these Terms, your use of a Site or your placement of any content onto a Site, and to fully cooperate in Tufts’ defense against any such claims.

**Your Account**

If you use a Site, you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Tufts University and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

**Other**

The Sites may contain errors and omissions relating to any information disclosed therein. We reserve the right to correct or modify any information without prior notice.

**Complete Agreement**

These Terms must be read in conjunction with Tufts University’s Privacy Statement, and the provisions of such Privacy Statement are incorporated herein. To the extent the Privacy Statement conflicts with the terms of these Terms of Use, the terms of the Privacy Statement shall control. Please note that these Terms of Use only apply to your use of Tufts University Sites.

**Effective Date**

These Terms are effective as of October 30, 2015.

Tufts University reserves the right to change, modify, or otherwise these Terms at its sole discretion and at any time as it deems circumstances warrant.