

#### **POLICIES & PROCEDURES**

# Legal Disclaimers for CSUN Internet Sites/Terms and Conditions of Use

**Policy No.: 900-12** Effective: 4/03/02

#### **PURPOSE:**

This policy provides legal disclaimers to be used on California State University, Northridge Internet sites.

#### **POLICY/PROCEDURES:**

The following legal disclaimers shall be accessible from the California State University, Northridge <a href="http://www.csun.edu/">http://www.csun.edu/</a>.

- Terms and Conditions of Use
- CSUN Internet Sites
- Endorsements
- General Liability
- Limitation of Liability
- Disclaimer of Responsibility for Link

#### RESPONSIBILITIES:

### a. Terms and Conditions of Use:

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

By using this site and all other California State University, Northridge Internet Sites, referred to as "these sites," you agree to these terms of use. If you do not agree to these terms of use, please do not use these sites. These sites are owned and operated by California State University, Northridge (referred to as "CSUN," "we," "us," or "our" herein). We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of these sites following the posting of changes to these terms will mean you accept those changes.

#### b. CSUN Internet Sites:

The majority of CSUN web sites do not represent the University itself in any way. Any content contained or accessible from these sites, regardless of access method (http, ftp, etc.), does not reflect the views of the Trustees of the California State University or the Executive Officers of

California State University, Northridge. Neither the CSU Trustees nor the CSUN Executive Officers endorse, warrant, or otherwise take responsibility for the contents of any material accessible from these sites.

#### c. Endorsements:

Links from any web site located on a CSUN server to any non-University site do not imply University endorsement of the site's products or services. References to non-CSUN products, services, or organizations do not imply University endorsement of the products, services, or organizations.

## d. General Liability:

The materials on CSUN's Internet site are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, CSUN disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. CSUN does not warrant that the services will meet your requirements, the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. CSUN does not warrant or make any representations regarding the use or the results of the use of the materials in this site in terms of their correctness, accuracy, quality, reliability, appropriateness for a particular task or application, or otherwise. No oral or written information or advice given by service provider or its authorized representatives shall create a warranty. You are entirely responsible for and assume all risk for use of the service and the materials on this site. In no event will CSUN be liable for any special, indirect, incidental or consequential damages even if CSUN has advised of the possibility of such damages. You should not use the service, web site or the material contained therein where damage could result if an error occurred. CSUN does not warrant or represent that its security procedures will prevent the loss of or improper access to your data. CSUN is not responsible for transmission errors or corruption or security of information carried over telecommunication/data lines.

# e. Limitation of Liability:

This disclaimer of liability applies to any general, special or consequential damages or injury caused by any negligence, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration, or use, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action. You specifically acknowledge that CSUN is not liable for any defamatory, offensive, infringing or illegal materials or conduct on the part of, or attributable to, any third party. CSUN reserves the right to remove such materials from its web site without liability.

Under no circumstances, including, but not limited to, negligence, shall CSUN be liable for any special or consequential damages that result from the use of, or the inability to use, the

materials in this site, even if CSUN or a CSUN authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall CSUN's total liability to you for all damages, losses, and causes of action (whether in contract, tort including, but not limited to, negligence, or otherwise) exceed the amount paid by you, if any, for accessing this site.

### f. Disclaimer of Responsibility for Link:

CSUN's web site contains links to sites that are not maintained by CSUN. CSUN is not responsible for the content of those sites. Other linked sites may change without our knowledge. The inclusion of such links and frames in the CSUN web site does not imply CSUN's endorsement of the linked or framed sites or their content.

CSUN makes no representations whatsoever about any other web site that you may access through this one. When you access a non-CSUN site, that site is independent from CSUN. CSUN has no control over the content on that web site. In addition, a link to a non-CSUN site does not mean that CSUN endorses or accepts any responsibility for the content, or the use, of such site. It is your responsibility to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. In no event will CSUN be liable to any party for any direct, indirect, special or other consequential damages for any use of this website, or on any other linked website, including, without limitation, any lost profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if we are expressly advised of the possibility of such damages.

## **FURTHER INFORMATION:**

Chief Information Officer, CIO

APPROVED BY THE PRESIDENT