

User Agreement for Websites at Research.seas.ucla.edu

Please read and sign below to acknowledge and abide by the policies for websites under <https://research.seas.ucla.edu>. (Note that you are the Client)

1. MATERIALS AND CONTENT

- a. All content must be intended for public use.
- b. Client agrees that it will not use the Services to distribute, electronically transmit or display any materials (supplied by Client or through Client by a third party) which:
 - i. violate any state, federal or foreign laws or regulations;
 - ii. infringe on any intellectual property rights (e.g., copyright, trademark, patent or other proprietary rights) of Host or any third party;
 - iii. are defamatory, slanderous or trade libelous;
 - iv. are threatening or harassing;
 - v. are discriminatory based on gender, race, age or promotes hate;
 - vi. contain viruses or other computer programming defects which result in damage to Host, its property, or servers, or any third party;
 - vii. violate University of California's Systemwide Information Security policies, <https://security.ucop.edu/policies/it-policies.html> (For the full guide to the UC Protection Level Classification, please view this link: <https://security.ucop.edu/files/documents/uc-protection-level-classification-guide.pdf>)
- c. By submitting Content to Host for inclusion on a website, Client and Client's users grant Host a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting the website. This Agreement does not transfer from Client to Host any intellectual property or ownership of content.

2. VIOLATIONS OF NETWORK SECURITY

- a. Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of the website. Host will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations. These violations include, without limitation:
 - i. Accessing data not intended for the Client or logging into a server or account that the Client is not authorized to access.
 - ii. Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization.
 - iii. Attempting to interfere with service to any Client, host or network, including, without limitation, via means of overloading, "flooding," "mail bombing," or "crashing".
 - iv. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
 - v. Taking any action in order to obtain services to which the Client is not entitled.

3. LIMITATION OF WARRANTY, LIABILITY AND DAMAGES

- a. To the maximum extent allowed by applicable law and except as otherwise set forth herein, Host, its agents, affiliates, licensors and the like, do not represent or warrant, expressly or impliedly,

that the Services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Services, unless otherwise expressly stated in this Agreement.

- b. Host makes no warranties or representations of any kind, express or implied, for the Services. Host also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

4. PATENTS, COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL AND PROPRIETARY RIGHTS a. Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in the Services provided to Client belongs to Host. These products and services are only for Client's use in connection with Services provided to Client.

- b. The use of the Services by Client shall not infringe the intellectual property rights of any third party.

c. Client expressly warrants to the Host that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Host servers. 5. CLIENT WITH THE ADMIN ROLE

- a. Client agrees to ensure that each user Client has created in the website abides by this User Agreement.

- b. Client agrees to take full responsibility for any violations performed by any user Client has created on the website.

- c. If Client has given Admin role to any user, Client agrees to take full responsibility for any violations performed by any user created in the website regardless of who created the user.

I agree to abide by the above policies. I understand that my failure to observe the above policies may result in loss of use and may potentially result in further disciplinary action and/or prosecution to the extent allowed by applicable laws.

Name: _____

Institution: _____

Position: _____

Signature: _____

Date: _____