

McMaster Learning Portfolio Terms of Use

July 31, 2013

Thank you for visiting the Learning Portfolio website (the "Website") of McMaster University ("McMaster"). McMaster has established these Terms of Use ("Terms") to ensure that the Website is useful, safe for everyone and provides a valuable resource to both users and those persons with whom the users choose to share their Learning Portfolios.

ACCEPTANCE. These Terms constitute a legal agreement between any person who chooses to use the Website ("User") and McMaster regarding the use of the Website. By accessing and using the Website, Users indicate their acceptance to be bound by the Terms. If a User does not wish to be bound by the Terms, the User should not access the Website. These Terms may change from time to time without prior notice at McMaster's discretion. Users should visit this page periodically to review these Terms.

THE WEBSITE. The purpose of the Website is to allow students, faculty, staff and other approved users to create their online Learning Portfolio for tracking, recording and sharing their learning goals, academic outcomes, participation, reflections and feedback. The Website consists of a McMaster-hosted welcome portal together with the Desire2Learn e-Portfolio sites and the Users' Learning Portfolios which are both hosted by Desire2Learn pursuant to an agreement with McMaster.

ACCESS TO WEBSITE. The Website will be accessible to McMaster personnel responsible for its ongoing functioning, student Users authorized by McMaster and other Users' who are authorized by student Users ("Third Party Users"). McMaster does not approve or authorize such Third Party Users and assumes no responsibility or liability as a result of their use of the Website.

WEBSITE CONTENT. Please note that McMaster does not regularly monitor the text, graphics, videos, photos, trademarks, logos and other material (collectively, "Content") uploaded to the Desire2Learn-hosted components of the Website. McMaster assumes no responsibility for reviewing or approving these components and will not incur any liability as a result. Please remember that Users of the Website have full responsibility for whatever material appears on their Learning Portfolio page ("User Content"), including its reliability, originality and copyright. The Website also includes links to and frames of sites that are not maintained by McMaster. While McMaster tries to include only links to or frames of those sites which are safe for visitors, we are not responsible for the third party Content of those sites and cannot guarantee that sites will not change or cease operation, and inclusion of such links and frames in the Website does not imply McMaster's endorsement of the linked or framed sites or their content.

PROTECTION OF CONTENT. All Content, including User Content, displayed or otherwise accessible through the Website is protected by copyright and trademark laws, and is owned by one of McMaster and its licensors, Desire2Learn and its licensors or the User accredited as the provider of the Content. Except as granted in the limited license herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of McMaster, Desire2Learn or the provider of the Content, as applicable.

LIMITED LICENSE. Subject to these Terms, Users are hereby granted a limited, non-transferable and non-exclusive license to access, view and use the Website and its Contents in the manner prescribed by the User Guide, provided that all Users maintain copyright and other notices contained in such Content.

INTEGRITY OF CONTENT. All Users are expected to exhibit honesty and use ethical behavior in their use of the Website. Academic dishonesty is to knowingly act or fail to act in a way that results, or could result, in unearned academic credit or advantage. Research misconduct is fabrication, falsification or plagiarism in proposing, performing or reviewing research or in reporting research results. Such behavior in connection with the Website can result in serious consequences as stipulated by McMaster policies. Users specifically acknowledge that McMaster is not liable for any defamatory, offensive, infringing or illegal materials or conduct, or that of third parties in connection with the Website and McMaster reserves the right to remove such materials from the Website without notice or liability.

SERVICE INTERRUPTION. McMaster is not responsible for interruption of services to components of the Website not hosted by McMaster. Users specifically acknowledge that full use of the Website is subject to the continued existence of the contract between McMaster and Desire2Learn. McMaster reserves the right to terminate the contract, at any time,

in accordance with its terms. Although McMaster will make reasonable endeavors to ensure that, in the event of termination of its contract with Desire2Learn, Users are able to save their Learning Portfolios, it cannot provide any guarantee of the continued availability of a User's Learning Portfolio after termination of the contract with Desire2Learn.

LIMITATION OF LIABILITY. In no event shall McMaster and its partners, employees, consultants, agents, or licensors be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data and/or lost profits arising from any use of, reliance upon, or inability to use the Website or the Content, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if McMaster knew of or ought to have known of the possibility of such damages.

CONTENT PROVIDED "AS IS". The materials and information found on the website are provided "AS IS", without warranty of any kind, either express or implied, including without limitation any warranty for information, services, or products provided through or in connection with the Website and any implied warranties or conditions of merchantability, fitness for a particular purpose, expectation of privacy or non-infringement.

SECURITY. Any information sent or received over the Internet is generally not secure. McMaster cannot guarantee security of any communication to or from the Website. Components of the Website not hosted by McMaster may be subject to the laws of a jurisdiction other than Canada. McMaster does not assume any responsibility or risk for Users' use of the Internet.

PASSWORDS. Any passwords and User IDs used for this Website are for individual use only. The User will be responsible for the security of their password and user ID (if any). McMaster will be entitled to monitor your password and user ID and, at its discretion, require you to change it. If you use a password that McMaster considers insecure, McMaster will be entitled to require the password to be changed and/or terminate your account. You further agree that McMaster will not be responsible for the unauthorized use of your profile by any other person and are under no obligation to confirm the actual identity of any password or user ID. McMaster cannot and will not be liable for any loss or damage arising from your failure to comply with these provisions.

JURISDICTION. The laws of the Province of Ontario and the laws of Canada applicable therein shall govern the interpretation, validity and effect of these Terms regardless of any conflict of laws provisions or the domicile, residence or physical location of any User. All Users consent and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under or related to these Terms.

McMASTER POLICIES. Users are reminded that McMaster maintains policies with respect to appropriate student conduct. Applicable policies are listed, without limitation, below:

- *Academic Integrity Policy*
- *Use of McMaster and Computers and Networks*
- *Electronic Communications*
- *Information Security*
- *Web Publishing, Managing and Maintaining*
- *McMaster University Student Code of Conduct*
- *McMaster University Accessibility Plan*
- *Statement on Collection of Personal Information & Protection of Privacy*
- *AUCC Fair Dealing Policy (adopted by McMaster Senate)*
- *Research Integrity Policy*