

OHSU Email Address for Life – Terms and Conditions

These Terms and Conditions govern your activation, receipt, and use of an @*alumni.ohsu.edu* email account. Activating an @*alumni.ohsu.edu* email account constitutes acceptance of these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not activate or otherwise request an @*alumni.ohsu.edu* account.

These Terms and Conditions are between Oregon Health & Science University (“OHSU”) and any registered holder of an @*alumni.ohsu.edu* email address (“Alumni”). “OHSU” shall include officers, directors, employees, contractors, and agents. A registered holder is someone OHSU has provided an @*alumni.ohsu.edu* account to pursuant to these Terms and Conditions.

A. How to Contact OHSU’s Alumni Relations Program

OHSU’s Alumni Relations Program:
1121 SW Salmon Street, Suite #100
Portland, OR 97205
alumni@ohsu.edu
(503) 552-0745

B. Terms of Agreement; Google Terms of Service; Conflicting Provisions

These Terms and Conditions shall govern the activation, receipt, use and termination of an @*alumni.ohsu.edu* email account. OHSU may revise and update these Terms and Conditions from time to time and will provide you with notification via your @*alumni.ohsu.edu* email address of those updates. Your continued use of the @*alumni.ohsu.edu* account following such notice means you accept and agree to the changes. The currently effective Terms and Conditions shall be posted at:

<http://www.ohsu.edu/xd/education/student-services/upload/2012-05-31-EmailAddressforLife-OHSUUserAgreement.pdf>.

Alumni are responsible for anyone they authorize to use their @*alumni.ohsu.edu* email address.

The @*alumni.ohsu.edu* email service is provided by Google. In addition to agreeing to these Terms and Conditions, in order to use Google’s services, Alumni are responsible for reviewing and agreeing to comply with [Google’s Terms of Service](#), including its [Acceptable Use Policy](#) and [Privacy Policy](#), (together, and including all documents referenced therein, “Google Agreements”) as provided for in those Google Agreements. References to “domain administrator” in the Google Agreements refer to OHSU; OHSU is not a party to any of the Google Agreements that Alumni enter into. If an Alumni’s use of Google’s services is terminated in accordance with Google Agreements, OHSU shall terminate Alumni’s @*alumni.ohsu.edu* email account.

In the event of a conflict between these Terms and Conditions and the Google Agreements, if an issue arises related to Google’s services, Google Agreements shall control. If the issue relates to the registration, receipt, use or termination of an @*alumni.ohsu.edu* email account, these Terms and Conditions shall govern.

C. OHSU Notification Via @*alumni.ohsu.edu* Account

Alumni agree that OHSU may use Alumni’s @*alumni.ohsu.edu* email account to provide notice of updates to these Terms and Conditions. OHSU and certain OHSU affiliates may use Alumni’s

Effective Date: June 11, 2012

@alumni.ohsu.edu account to send service announcements, administrative messages and other information OHSU or its affiliates determines should be sent to Alumni or might be of interest to Alumni. OHSU may permit Alumni's *@alumni.ohsu.edu* account to be placed in a group email list for Alumni's graduating class to provide alumni related announcements.

D. Eligibility

OHSU offers an *@alumni.ohsu.edu* email account to alumni of Oregon Health & Science University, and its predecessors including Oregon Health Sciences University and the University of Oregon Medical School, and the Oregon Graduate Institute. For the purposes of these Terms and Conditions an alumnus/a is defined as a person who has obtained a degree, completed an accredited certificate program or residency, fellowship or post-doctoral training program from one of these three institutions. Other persons who have been granted Honorary or Associate status in one of OHSU's alumni associations are also eligible to request an account.

E. Accessibility

Once issued, the *@alumni.ohsu.edu* address will remain accessible to the alum as long as activity is shown and as long as the alum and the account comply with the current Terms and Conditions. Activity is defined as having logged into the account within the previous 90 days or having messages automatically forwarded to another email account. If an alum does not meet one of these criteria OHSU reserves the right to deactivate the account following an email notice to the account and an additional 30 day notice period of failure to meet the accessibility criteria. Regardless of activity requirements, OHSU reserves the right to discontinue an alumnus/a's email access if the alumnus/a uses the email account in a way that OHSU, in its sole discretion, deems inappropriate as defined in these Terms and Conditions. Notwithstanding the above, OHSU reserves the right to terminate the *@alumni.ohsu.edu* mail service at any time at its discretion.

F. Termination

OHSU may terminate your *@alumni.ohsu.edu* account as described in these Terms and Conditions. Alumni who wish to terminate should contact the OHSU Alumni Relations Program (see Section A).

G. Professionalism

The *@alumni.ohsu.edu* email service is offered on the condition that the content of emails, such as text, graphics, images, comments and other opinions are the responsibility of the user. Alumni should not use the *alumni.ohsu.edu* as their business email account or in such a way as OHSU or the OHSU name might be associated with the Alumni's business or used to promote any Alumni business. In particular, use of the account is not intended to be used as a means of providing professional medical advice, diagnosis, or treatment, or to imply a license to practice or deliver professional advice that is not also supported by state or federal credentialing, licensing or other independent qualification.

H. Passwords

Alumni are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to the account passwords. It is the Alumnus/a's sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access

to and use of your *@alumni.ohsu.edu* account and password; and (3) promptly inform the OHSU Alumni Relations Program of any need to deactivate a password.

I. Sharing of Information

How Google protects and shares your information is covered in the Google Agreements. Please review the Google Agreements for information Google may share with OHSU.

To activate or request an *@alumni.ohsu.edu* account or to make any subsequent request in connection with your *@alumni.ohsu.edu* account, OHSU may utilize existing information it has about you and/or you may be asked to provide certain personal information about yourself, including your name, class year, current address, telephone number, and email address, and if you so opt, an alternate email address to which your *@alumni.ohsu.edu* email may be forwarded. This information will be used for verification and registration purposes and also may be used by OHSU and its affiliates to communicate with you regarding service announcements, administrative messages and other information OHSU or its affiliates determines might be of interest to Alumni. For administration and maintenance purposes, OHSU will also have activity or logging information about your *@alumni.ohsu.edu* account, generally consisting of information related to when you log-in and use your account. As described below, OHSU and certain of its affiliates may also have access to your *@alumni.ohsu.edu* account and its content.

OHSU may share information it receives with Google, but only such information necessary to provide and maintain this *@alumni.ohsu.edu* email service.

OHSU may share information it receives from Google or information Alumni shared in activating or requesting their *@alumni.ohsu.edu* email account with entities that have a close affiliation with OHSU and who partner with OHSU to improve the health and wellbeing of Oregonians. OHSU shall retain all information in accordance with OHSU policies and procedures; for more information contact the OHSU Alumni Relations Program (See Section A).

There is no ability to opt-out from this sharing other than to (1) terminate your *@alumni.ohsu.edu* account and (2) submit a request that your information not be shared to the OHSU Alumni Relations Program.

Notwithstanding anything to the contrary in the foregoing, since OHSU is a public corporation subject to the Oregon Public Records Law, some information OHSU may receive from Google or from Alumni during the activation or request process may be subject to disclosure pursuant to the Oregon Public Records Law. OHSU may also share and release information as it determines, in its sole discretion, it is required for legal reasons, including compliance with subpoenas or other court orders.

If OHSU is made aware that an *@alumni.ohsu.edu* account is being used either in violation of these Terms and Conditions (especially Section K) or in a manner that suggests illegal activity, OHSU may report such discoveries to the appropriate authorities and comply with any investigation pursuant to such disclosure. Unless required by law, Alumni may not be aware of any report or investigation.

J. Security and Confidentiality of Data; OHSU Role

While OHSU is dedicated to the implementation of new technologies and enhancement of existing ones in support of its missions, it is not providing Internet connectivity services pursuant to these

Effective Date: June 11, 2012

Terms and Conditions except to the extent provided on OHSU property. OHSU does not maintain the emails in the *@alumni.ohsu.edu* account.

OHSU is not a monitoring agency. Nevertheless, your account and its content should not be considered absolutely private as OHSU or its affiliates may have access to your account and its content as necessary to enforce these Terms and Conditions or to comply with legal requirements, requests, subpoenas, or orders. Although OHSU's and its affiliates' administrators are required to treat any information they may encounter as confidential, if they discover information that suggests illegal activity or a violation of these Terms and Conditions, they are required to report such discoveries to the appropriate OHSU personnel who, in turn, may make a report to the appropriate authorities.

K. Prohibited Actions

Alumni agree that the following actions shall constitute a material breach of these Terms and Conditions resulting in the potential loss of their *@alumni.ohsu.edu* account. Using an *@alumni.ohsu.edu* account:

1. In any manner that violates local, state, national, or international laws;
2. To transmit material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3. To transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by OHSU in its sole discretion;
4. For posting advertisements or solicitations of business or transmitting or procuring the sending of any advertising or promotional material, including "spamming" or other such solicitation;
5. For emailing chain letters or pyramid schemes;
6. For impersonating another person or OHSU (or any employee, student, or volunteer therein);
7. For distributing viruses or other harmful computer code;
8. For harvesting or otherwise collecting information about others, including email addresses;
9. And allowing any other person or entity to use your identification for emailing (also known as "spoofing");
10. To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity; or
11. To engaging in any other conduct that restricts or inhibits any other person from using the *alumni.ohsu.edu* domain, or which, in the sole judgment of OHSU, exposes OHSU or any of its customers or suppliers to any liability or detriment of any type.

OHSU reserves the right (but is not obligated) to do any or all of the following:

1. Address complaints from users regarding emails and communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
2. Terminate a user's access to an *@alumni.ohsu.edu* account upon any breach of these Terms and Conditions. Notice may not be provided to Alumni prior to termination.

L. Publicity Rights

Except for the right to use the *@alumni.ohsu.edu* email address in accordance with these Terms and Conditions, nothing in these Terms and Conditions give Alumni the right to use any name, image, trade or service mark, landmark, monument, likeness, logo or other distinguishing feature of OHSU

Effective Date: June 11, 2012

or any of OHSU's affiliates, for any purpose, including, but not limited to, any press release, general publication, advertising, marketing, promotional or sales literature.

M. General Terms and Conditions

THE USE OF AN @ALUMNI.OHSU.EDU ACCOUNT IS SOLELY AT THE RISK OF THE REGISTERED USER.

Disclaimer of Warranties

OHSU IS PROVIDING THE @ALUMNI.OHSU.EDU "AS IS" AND ON AN "AS-AVAILABLE" BASIS. NEITHER OHSU NOR ANY PERSON OR ENTITY ASSOCIATED WITH OHSU MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE EMAIL ACCOUNT WEBSITE OR THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER OHSU NOR ANY PERSON OR ENTITY ASSOCIATED WITH OHSU REPRESENTS OR WARRANTS THAT THE EMAIL ACCOUNT WEBSITE, ITS CONTENT, OR SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

OHSU AND ANY PERSON OR ENTITY ASSOCIATED WITH OHSU EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitations on Liability

IN NO EVENT SHALL EITHER OHSU OR ANY OF ITS AFFILIATES BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (1) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; OR (3) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA. ANY CAUSE OF ACTION OR CLAIM ALUMNI MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

NEITHER OHSU NOR ANY OF OHSU'S AFFILIATES WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE @ALUMNI.OHSU.EDU EMAIL ACCOUNT WEBSITE OR SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SERVICES OR DUE TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Effective Date: June 11, 2012

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

Alumni agree to defend, indemnify, and hold OHSU, its officers, directors, employees, agents, and contractors and any of its affiliates, including their officers, directors, employees, agents, and contractors, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, Alumni's use of the @*alumni.ohsu.edu* email account or violation of these Terms and Conditions or the Google Agreements.

No Third Party Beneficiaries

Except as otherwise provided herein, OHSU and Alumni are the only parties to these Terms and Conditions and are the only parties entitled to enforce its terms. Except as otherwise provided herein, nothing in these Terms and Conditions gives, is intended to give, or shall be construed to give or provide any benefit or right, directly or indirectly, to third parties.

Governing Law

THESE TERMS AND CONDITIONS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS. ANY CLAIM, ACTION, OR SUIT THAT ARISES OUT OF OR RELATES TO THESE TERMS SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE CIRCUIT COURT FOR MULTNOMAH COUNTY, OREGON. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIM, ACTION OR SUIT MAY BE BROUGHT ONLY IN A FEDERAL FORUM, IT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE UNITED STATES DISTRICT COURT OF OREGON. ALUMNI, BY USE OF THE @*alumni.ohsu.edu* EMAIL ACCOUNT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Exclusions and Limitations; Severability

Nothing in these Terms and Conditions are intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. In the event that any provision of these Terms and Conditions is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part shall be reformed, if possible, to conform to law and if reformation is not possible, that part shall be deleted, the remainder of the provisions of these Term and Conditions shall, subject to this paragraph, remain in full force and effect. The failure of OHSU to enforce any provision of these Terms and Conditions shall not constitute a waiver by OHSU of that or any other provision.

N. Complete Agreement

These Terms and Conditions constitute the entire agreement between Alumni and OHSU with respect to the registration, receipt, use, and termination of an @*alumni.ohsu.edu* account.