

CanesGuest Terms of Use

CanesGuest Guest Access Terms of Use and Privacy Notice

I. Terms of Use

Welcome to University of Miami's ("UM") high speed internet access service ("CanesGuest"). As a condition of accessing this Service, you must agree to the following terms and conditions of use ("Terms of Use").

If you do not agree to the Terms of Use you may not access or use this Service. Your clicking on "I Agree" at the bottom of these Terms of Use, or use of this Service indicates your acceptance of these Terms of Use.

II. Privacy and Protection of Personal Information.

See the [Privacy Statement](#) disclosures relating to the collection and use of your information.

USE OF THIS NETWORK MAY BE MONITORED. The network you are attempting to access belongs to the University of Miami. Any activities conducted on this network may be monitored at the discretion of the University of Miami. Any suspected abuse or criminal activity may be provided to or accessed by law enforcement officials for investigation and prosecution. If you have any questions please contact IT Security at security@miami.edu.

III. No Editorial Control

The University of Miami Department of Information Technology ("IT") staff does not review nor exercise any editorial control over the content or materials made available over the Internet by third parties, including without limitation any electronic mail transmissions, newsgroups, or the like. However, any equipment attached to the University of Miami network is subject to security vulnerability scanning performed by University of Miami IT Staff. Devices found to 1) contain security weaknesses, 2) perform activities considered to be illegal, 3) possibly subject the University to liability, 4) violate these Terms of Use, or 5) expose the University of Miami network to risk, may be blocked, filtered or restricted by University of Miami IT staff. University of Miami may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of these Terms of Use may result in the suspension or termination of access to this Service.

IV. Restrictions on Use

By way of example, and not as a limitation, you agree that when using this Service you will not:

- (a) access or transmit any material that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, racially offensive, ethnically offensive, or otherwise objectionable;
- (b) harm, or attempt to harm, minors in any way;
- (c) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service;
- (d) access or transmit any material that you do not have a right to make available under any

law;

(e) access or transmit any material that infringes upon any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity;

(f) access or transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;

(g) access or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(h) operate or support the operations of any business or business activity that is not associated with University of Miami;

(i) use this Service to perform unauthorized scans of computing systems connected to the network, including port mapping and vulnerability scanning, or any activity that may be considered as a prelude to attack;

(j) use this Service to monitor, manage or communicate with any system internal or external to the University of Miami network for purposes that are considered illegal, unauthorized, or hostile to internal and external computing environments;

(k) use this Service for excessively high volume data transfers;

(l) violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

V. Links to Third Party Sites

The links in this area will let you leave the University of Miami web site. The linked sites are not under the control of University of Miami and University of Miami are not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. University of Miami is not responsible for web casting or any other form of transmission received from any linked site. University of Miami is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by University of Miami of the site.

IV. Disclaimer of Warranties

The materials available through this service and through any third party are provided on an "as is" and "as available" basis and without warranties or conditions of any kind either expressed or implied.

There is no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of information distributed through the service. To the fullest extent permitted by applicable law, University of Miami expressly disclaims all warranties and conditions of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

University of Miami makes no warranty that the service will be uninterrupted, timely, secure, or error free, or that software defects will be corrected or that this site or the server that makes it available is free of viruses or other harmful components.

University of Miami makes no warranty regarding any goods or services or the delivery of any goods or services purchased or obtained through or from the service or advertised through the service, or regarding any transactions entered into through the service. No advice or information, whether oral or written, obtained by you via the service shall create any warranty not expressly stated herein.

VII. Limitation of liability

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence of the University of Miami, shall University of Miami and/or University of Miami IT be liable for any direct, indirect, incidental, special or consequential damages, including but not limited to, damages for loss of profits, use, data or other intangibles, even if University of Miami IT has been advised of the possibility of such damages, that result from the use or the inability to use the service, from any changes to the service, or from unauthorized access to or alteration of your transmissions or data.

You specifically agree that University of Miami and/or University of Miami IT is not responsible or liable to you or anyone else for any threatening, defamatory, obscene, offensive, tortious, or illegal conduct of yours or of any other party or any infringement of another's rights, including intellectual property rights, arising on, from, or in connection with the service. You are solely responsible for your own conduct in using this service, and will indemnify and hold harmless University of Miami IT from any claims, liability, damages or costs that result from your conduct in using this service.