



ST. THOMAS UNIVERSITY

Global American Learning

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- (a) the services provided through the site meet the specific requests and needs of the user;
- (b) the services provided through the site run without interruption that they are timely, secure, and error-free;
- (c) the information and results obtained from the use of the services are always accurate and reliable;
- (d) any defect in the site service management software can be eliminated.

Finally, because the user's acquisition of any materials downloaded or otherwise obtained through the use of the site, where permitted, will be done at the user's own choice and risk, any liability for any damage to computer systems or loss of data resulting from the downloading of materials falls to the user. It cannot be imputed to St. Thomas University.

St. Thomas University disclaims any liability for any damage resulting from inaccessibility to the services of the site or any damage caused by viruses, damaged files, errors, omissions, interruptions of service, deletion of content, problems related to the network, providers, or telephone and telematic connections, unauthorized access, alteration of data, failure, and malfunction of the user's electronic equipment.

The user acknowledges that St. Thomas University is not to be held responsible for untrue information submitted directly by the user (for example, the correctness of e-mail address or telephone numbers or mailing addresses or other personal and non-personal information), as well as information about the user that a third party provided, including fraudulently.

The user is responsible for the preservation and secrecy of data of a personal nature that may have been released while using the services made available by the site.

You agree to promptly notify St. Thomas University at dpo@stthomasuniversity.org of any unauthorized use of your personal information or any other security breach of which you become aware.

The site also allows users access to St. Thomas University groups created on social networks. For this purpose, it is clarified that users acknowledge their sole responsibility for the content posted and the behavior undertaken in such contexts, exonerating and holding St. Thomas University harmless from any liability and any prejudicial effect related to actions, including legal actions, brought by anyone, claims for reimbursement of any expenses and claims for compensation for any damage, direct or indirect, suffered as a result of the posting of content.

The user agrees to abide by the following rules of conduct strictly:

- Do not make communications that cause damage or disruption to the network or third-party users or violate applicable laws and regulations.
- Not to place on the network material or communications with potentially offensive content or that cause harm to the harmonious development of the personality of the child, to respect the principles governing public order and social security, avoid the dissemination of messages, images, or other material that may incite the commission of crimes, the use of violence or violent acts, any form of participation or collaboration in illegal activities.
- Do not disseminate anything detrimental to decorum, or human dignity, that has pornographic content or content contrary to public decency or that promotes prostitution or child pornography.
- Not to place material on the Internet that is detrimental to the harmonious, psycho-relational, and physical development of minors or incites child abuse and crimes against minors.
- Do not place material on the network in violation of copyright law or other intellectual or industrial property rights, especially pirated software, music files, images, videos, or copyrighted text.
- Do not use disrespectful language, much less foul terms, and avoid insults.
- Not to post pornographic and sexually oriented material and otherwise obscene in nature.



- Do not post material that is offensive or defamatory to anyone, including expressions of bigotry, racism, hatred, irreverence, or threats.
- Do not send material that contains your own or a third party's judicial data.
- Do not post material that promotes or provides information that instructs illegal activities or is otherwise related to them in any way or that may cause harm to third parties.
- Do not upload software, information, or other material containing viruses or harmful components.
- Do not enter material containing gambling-related initiatives, contests, or games that require participation for a fee.
- Do not enter material containing advertising or sponsorship, even for a fee.
- Do not include material or activities that, in general, violate or induce the violation of any provision of law or regulation placed for the protection even of private persons or a provision lawfully issued by the Public Authority.
- Do not include material depicting third parties who have not given consent for their images to be published online.
- Do not include material that contains data concerning the health, political or religious views, racial origins, or sexual habits of others.

In the event you submit your material to the site, by accepting these terms and conditions of use, you represent and warrant that you have lawfully acquired the content and, by submitting it, you expressly authorize its online publication, assuming all liability concerning it and indemnifying and holding St. Thomas University harmless from any grievance asserted by any third party about such content and its use.

Suppose the user joins social networking groups created by St. Thomas University. In that case, they should remember that social networks are online social networking services aimed at communities of individuals who share interests and activities or are interested in exploring the interests and activities of others. These are services that, for the most part, are operated through the Web and offer various ways for users to interact with each other. If you intend to participate in them, please adhere to the following guidelines:

- When you enter your data, you lose control over it. Data can be recorded by all contacts and members of groups you have joined, reprocessed, disseminated, and even years later.
- Sometimes, by agreeing to join a social network, one grants the company operating the service a license to use the material entered online (photos, chats, writings, thoughts) without time limits.
- Most social networking sites are based abroad, and so are their servers. U.S. laws do not always protect you in case of a legal dispute or problems arising from privacy violations.
- If you decide to leave a social networking site, you are often only allowed to "deactivate" your profile, not "delete" it. The data, the materials entered online, may still be stored on the servers in the computer archives of the company offering the service. Read carefully what the terms of use and privacy guarantees provided in the contract you accept when you sign up.
- One should think before entering one's data online if one does not want it to be disseminated or may be used to one's detriment.
- Beware of fake profiles. It takes a person's photo, name, and life information to seize their identity online.
- Beware of information made available online. The date and place of birth are sufficient to derive the Social Security number. Other information may help trace the bank or postal account, user name, and password.
- Use log-ins and passwords other than the credentials set for accessing other sites, managing e-mail, home banking, etc. Change passwords frequently.



It should be noted that it is the specific commitment of St. Thomas University to supervise the proper use of the interactive services made available to the user to prevent illegal content from being placed on the network: therefore, it reserves, in its sole discretion, upon the occurrence of incorrect or suspicious actions, the right to delete the content entered or modify it after its entry by the user and also to inhibit access to users at any time and for any legitimate reason, without prior notice, as well as to inform, where appropriate, the Competent Authorities if it verifies the illegality of the content posted or the illegality of the users' behavior.

In no event shall St. Thomas University be held liable for inappropriate, offensive, or indecent content or errors or omissions transmitted or made available through its site. As mentioned above, St. Thomas University will not be able to screen submitted content in advance but will have the right to block or remove any content at its discretion.

You agree to assume all risks inherent in the use of any content.

The user allows St. Thomas University to collect and store personal information released using the services available on the site and to disclose it:

- (a) for the needs of justice;
- (b) to defend against actions by third parties;
- (c) for protecting their rights and safety, users, and the general public. Any violation, even if only alleged, of these conditions of use, or any violation, even if only alleged, of the rights of third parties and legal regulations in force in our system will result in the suspension or interruption of the services and, where necessary or appropriate, reporting to the Competent Authorities.

In particular, St. Thomas University will inform the Competent Authorities where conduct that may amount to criminal offenses is found.

St. Thomas University reserves, at its discretion, the right to:

- change these terms of use: users will be notified by an announcement posted on this site. The use of the services after the entry into force of these changes implies full acceptance. Users may check the current text of the conditions of use at any time by accessing the link "conditions of use of the site."
- Check and delete material submitted to the site
- Discontinue the availability of the site at any time without notice.

By accessing this site, you and St. Thomas University agree that the laws and regulations of the State of North Carolina will apply to all matters relating to your use of this website.

By accessing this site and using the tools made available therein, you, by implication, agree to the terms and conditions stated herein.