



## Terms of Use for Websites

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"SMU" or "University" means Southern Methodist University, whose principal place of business is 6425 Boaz Lane, Dallas, TX 75205, and any affiliated entities.

A "User" means any living person or legally recognized entity that uses the Websites and/or the Publications, either by accessing the Websites and/or the Publications, contributing Content to the Website or the Publications or otherwise.

"User Submissions" means the submission of Content or other documents and communications submitted by you and other Users to the Websites and/or for the Publications.

## **2. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to fully abide by and comply with these Terms of Use.

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You acknowledge that, while the Websites may link to social media accounts, SMU and the Personnel have no control over the operations of the social media websites to which the Websites may link and you acknowledge and agree to indemnify and hold harmless SMU and the Personnel for any breach of any terms or other service agreements between SMU and/or the Personnel and the social media site operators by virtue of your actions.

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- d) you understand that all Content may be monitored and or removed at the sole discretion of SMU or the Personnel for any reason whatsoever and without prior notice,
- e) you will otherwise comply with the provisions of these Terms of Use;
- f) you agree not to use or launch any automated systems, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Websites in a manner that sends more request messages to the servers on which the Websites are hosted in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including but not limited to account names and passwords, from the Websites, nor to use the communication systems provided by the Websites for any commercial solicitation purposes; and
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- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit SMU to locate the material, and information reasonably sufficient to permit SMU to locate the material
- d) Information reasonably sufficient to permit SMU to contact you, such as an address, telephone number, and, if available, an electronic mail where you may be contacted;

- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
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Name: Paul Ward, Vice President for Legal Affairs and General Counsel  
Address: P.O. Box 750132, Dallas, TX 75275-0132  
Phone Number: 214-768-3233  
E-mail Address: paulward@mail.smu.edu

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- a. The Websites and the Publications permit User Submissions and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, SMU and the Personnel do not guarantee any confidentiality with respect to any User Submissions. You understand that none of your User Submissions is considered private nor otherwise deemed protected so as to be accessed solely by you.
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#### 11. Assignment

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