Terms of Service - Listserv for Higher Education Treasury Professionals (ListServ)

The purpose of the Listserv is to provide a platform for higher education treasury professionals to share ideas, inquiries related to general treasury topics, financial questions and other situations or challenges experienced within the higher education field.

In order to use the Listserv you must agree to the following terms of service ("TOS"). Violations of the any of the TOS may result in immediate termination of Your privileges.

Information provided to the ListServ is generated by other users and is to be used AT YOUR OWN RISK. The University of Cincinnati ("UC") and its employees in no way endorse any opinions or views expressed through the ListServ.

1. By subscribing to and participating, accessing, viewing, or using the ListServ site, You indicate that You understand and agree to be bound to the TOS. If you do not agree to be bound by the TOS do not subscribe to, or use, the ListServ. Please note that UC reserves the right to change the TOS under which the ListServ site may be extended to You. Your continued use of the ListServ site following such modifications will be conclusively deemed acceptance by You of any changes to these TOS.

2. Use of the ListServ is "as-is". Content is user generated and UC accepts no responsibility for any consequences that may arise from any information You use or the opinions and information posted or circulated by users. UC does not warrant the accuracy of any information posted on the ListServ site. UC disclaims all warranties with regard to information circulated on the ListServ site, including but not limited to all warranties of merchantability and fitness for a particular purpose. By using or viewing the ListServ site, you agree that UC is not responsible for any damages (of whatever kind or nature) you may incur by using the ListServ site or any of the content or information contained on the ListServ site. In addition, in no event shall UC be liable for any special, indirect or consequential damages, or any damages whatsoever resulting from loss of use, data or profits arising out of or in connection with the use or performance of any information posted on this ListServ site.

3. Neither UC nor its directors, officers, staff, students and volunteers accept any responsibility for the content of the postings on this ListServ site. The content of all postings is solely the responsibility of the authors. UC reserves the right to delete, move or edit any communications, information or materials at any time, in whole or in part, that UC deems to be in violation of these TOS or unrelated to the purpose of the Listerv, but has no obligation to review or remove any such content. In the event that any inappropriate or illegal posting is brought to UC’s attention, UC may exercise appropriate action. UC reserves the right to disclose any information as necessary to satisfy any legal, regulatory or governmental request and/or requirement.

4. The Listserv was created and exists for the exchange of information among higher education treasury professionals and all content, opinions and information must be presented in a professional and collegial manner.

5. You agree not to use this ListServ site to post material that:

   1. contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature;
   2. is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
   3. violates any right of UC, its officers, directors, employees, students, members, volunteers or any third party;
   4. discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
   5. violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance;
6. advertises, promotes or offers to trade any goods or services;

7. You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

8. violates the antitrust laws by discussing prices, where to do business, or with whom to do or not do business;

9. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

10. contains software viruses, spyware or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or

11. "stalks," “flames” or otherwise harasses another person or entity.

6. You may not post any information or other material protected by copyright without the permission of the copyright owner. By posting material, You warrant and represents that You own the copyright with respect to such material or that You have received permission from the copyright owner. In addition, You grant UC and users of this ListServ site the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material. For those whose material has been posted by a user of this ListServ site without permission, the Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. UC reserves the right to remove any material on the ListServ site which allegedly infringes another person’s copyright. Notices to UC regarding any alleged copyright infringement on the ListServ site should be sent to thelistserv@ucmail.uc.edu. Please provide the following in your communication:

1. a description of the copyrighted work or other intellectual property that you claim has been infringed;

2. description of where the material that you claim is infringing is located on the ListServ site;

3. our address, telephone number, and email address;

4. statement that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;

5. statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf; and

6. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.

7. On this ListServ site, You have the ability to post messages and content using your name. You acknowledge, consent and agree that UC may access, preserve and disclose your personally identifiable information (including but not limited to your real name), account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of UC, its officers, directors, employees, students, members, volunteers, agents, other ListServ site users or the public.

8. You agree to defend, indemnify, and hold harmless UC and its officers, directors, employees, students, members, volunteers agents, and their successors and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from Your use of the ListServ site, any breach by You of this Terms of Service Agreement, or any other matter for which You are responsible hereunder or under law.

9. This Terms of Service Agreement will be governed by and construed in accordance with the laws of the State of Ohio, U.S.A., without regard to its conflicts of law provisions. You hereby agree that any cause of action You may have with respect to UC must be filed in the Ohio Court of Claims within twelve months of the time in which the events giving rise to such claim began, or you agree to waive such claim.
10. If any part of this Terms of Service Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this Terms of Service Agreement shall continue in effect.

11. No joint venture, partnership, employment, or agency relationship exists between you and UC as a result of this Agreement or Your utilization of the ListServ site.

12. These Terms of Service represent the entire agreement between You and UC with respect to Your use of the ListServ site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, written or otherwise between You and UC with respect to this ListServ site. Any rights not expressly granted herein are reserved.

Privacy Policy

WE RESPECT YOUR PRIVACY.

Any personally identifiable information you provide to us including and similar to your name, address, telephone number and e-mail address will not be released, sold, or rented to any entities or individuals outside of our organization except as noted below.

WITH WHOM DO WE SHARE THE PERSONAL INFORMATION WE COLLECT THROUGH THIS LISTSERV SITE:

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