

# IEEE GoogleApps@IEEE Service Agreement

## 1. Acknowledgments and Acceptance of Terms of Service

GoogleApps@IEEE (the "Service") is powered by Google Apps for Business and is offered as a benefit of IEEE membership. This Service is provided to you as a member under the terms and conditions of these Terms of Service ("Terms") and any additional rules or policies that IEEE may distribute. The Service is to be used for IEEE business as it relates to IEEE volunteer activities or for personal communications only. You may not use the Service for personal commercial ventures.

IEEE may change or supplement the Terms. Upon any change or supplement in the Terms, IEEE will notify the Service users via e-mail. Use of the Service after receipt of such notice is an acceptance of such modified Terms.

Access to the Service is a privilege, not a right. In consideration for the Service, you agree to abide by all of the Terms. If you do not abide by all the Terms, IEEE may terminate your access to the Service.

The Service is powered by Google therefore, in addition to these terms and conditions; you are also bound by Google's Terms and Conditions. For more information visit <https://www.google.com/intl/en/policies/>.

Your access to the Service is dependent on your access to Google.

## 2. Description of Service

The Service includes an ieee.org e-mail address and Google Apps for business account ("Account") with selected applications such as Gmail, Calendar, and Contacts.

## 3. Privacy Policy

It is IEEE's policy to respect the privacy of its members. Therefore, IEEE will not monitor or disclose the contents of your Google Apps for Business account unless it is required to do so by law or in the good faith belief that such action is necessary to:

- Conform to the edicts of the law or comply with legal process served on IEEE;
- Protect and defend the rights or property of IEEE or its members; or
- Act under exigent circumstances to protect the personal safety of its members or the public.

You acknowledge and agree that IEEE neither endorses the contents of any of your communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

For more information visit [http://www.ieee.org/security\\_privacy.html](http://www.ieee.org/security_privacy.html).

In addition Google's specific privacy policy applies to some of the applications, such as Google+.

#### **4. Usage Conduct**

You are solely responsible for the contents of your Account. Your use of the Service is subject to all applicable local, state, national and international laws and regulations.

You agree:

- To comply with US law regarding the storing and transmission of technical data exported from the United States through the Service;
- Not to use the Service for illegal purposes;
- Not to interfere or disrupt networks connected to the Service; and
- To comply with all regulations, policies and procedures of networks connected to the Service.

You will use the Service in accordance to IEEE E-mail Services Policy and the IEEE Member Code of Conduct. You shall not use the Service for any purpose not expressly authorized by IEEE. Prohibited conduct includes, but is not limited to, (1) sending chain letters or junk mail; (2) spamming; (3) impersonating others (4) marketing or sale of products and services.

You agree not to store or transmit through the Service any unlawful, harassing, libelous, abusive, threatening, and harmful, vulgar, obscene or

otherwise objectionable material of any kind or nature. You further agree not to store or transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems of IEEE or any third party are prohibited.

You are entirely responsible if you do not maintain the confidentiality of your Account. Furthermore, you are entirely responsible for any and all activities that occur under your Account.

You agree to immediately notify IEEE of any unauthorized use of your Account or any other breach of security known to you.

You shall not interfere with another member's use and enjoyment of the Service or another person's use and enjoyment of similar services.

IEEE may, at its sole discretion, immediately terminate Service should your conduct fail to conform to these terms of conduct.

## **5. No Resale or Commercial Use of Service**

Your right to use the Service is personal to you. You may not allow any third person to use the Service. You may not resell or make any commercial use of the Service.

## **6. Disclaimer of Warranties**

Use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis. IEEE expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. IEEE makes no warranty that the service will meet your requirements, that the service will be uninterrupted, timely, secure, or error free or that IEEE will detect or delete all viruses in contained enclosures. IEEE makes no warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service.

No advice or information, whether oral or written, obtained from IEEE or through the Service shall create any warranty not expressly made herein.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

## **7. Limitation of Liability**

Any material and/or data downloaded or otherwise obtained through the use of the Service are done at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

IEEE shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or the inability to use the service or messages received or transactions entered into through the service or resulting from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if IEEE has been advised of the possibility of such damages.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

## **8. Indemnification**

You agree to indemnify and hold IEEE harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, Service termination, the violation of the Terms by you, or the infringement by you, or any other user of the Service using your computer, of any intellectual property or other right of any person or entity.

## **9. Termination**

Either you or IEEE may terminate the Service with or without cause at any time and effective immediately. The Service will also terminate should your membership with IEEE lapse or become inactive.

Upon Service termination, all of its associated data including but not limited to your ieee.org e-mail address, e-mail in Gmail, Google Calendar data, and Google Contacts data will be permanently deleted.

Should you object to any terms and conditions of the Terms or any subsequent modifications thereto or become dissatisfied with the Service in any way, your only recourse is to immediately discontinue use of the Service by deleting your Account through your member profile in "My Account" on [IEEE.org](http://IEEE.org).

Upon termination of the Service, your right to use the Service immediately ceases. You shall have no right and IEEE will have no obligation thereafter to forward any unread or unsent messages to you or any third party. IEEE shall not be liable to you or any third party for termination of Service.

Your use of the Service is dependent on you paying your IEEE membership dues. If you do not pay your membership dues on a timely basis, your access to the Service will be suspended but can be reactivated if you pay your dues within 90 days of your membership service deactivation. All data in your account will be deleted if your account is not reactivated. It is not recommended that you merge any personal accounts with the Service since your access to the Service is dependent on your timely payment of membership dues.

## **10. Accessing deceased member's account**

In rare cases IEEE may be able to provide the GoogleApps@IEEE account content to an authorized representative of the deceased member. Any decision to provide the contents of a deceased member's GoogleApps@IEEE account will be made only after a careful review, and the application to obtain account content is a lengthy process. IEEE may be unable to provide access to the account content, and sending a request or filing the required documentation does not guarantee that we will be able to assist in this matter. Additionally, information for some products may not be available or provided. If IEEE determines that it cannot provide the account content, IEEE will not be able to share further details about the account or discuss its decision. Authorized representative of a deceased member who wishes to proceed with an application to obtain the contents of a deceased member's GoogleApps@IEEE account, must contact IEEE Contact Center at <http://www.ieee.org/contactcenter>.

## **11. Notices**

All notices to a party shall be in writing and shall be made via e-mail or conventional mail. IEEE may send notices or messages through the Service

to inform you of changes to the Terms, the Service, or other matters of importance; such messages shall constitute notice to you.

## **12. General**

The Terms shall be governed by and construed in accordance with the laws of the state of New York, U.S.A., excluding its conflict of law provisions.

If any provision of the Terms is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

IEEE's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

The section titles in the Terms are solely used for convenience and have no legal or contractual significance.

The Terms comprise the entire agreement between you and IEEE and supersede all prior agreements between you and IEEE regarding the subject matter contained herein.