

School of Visual Arts

Acceptable Use Policy	Created: 7/16/2018
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School of Visual Arts is hereinafter referred to as "the company."

Acceptable Use Policy. The following terms constitute our "Acceptable Use Policy":

(a) You agree not to use the Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to our Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Services; or (vii) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) our Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

1.2 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

1.3 Feedback. If you provide us with any feedback or suggestions regarding the Services ("Feedback"), you hereby assign to SVA all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. SVA will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to SVA any information or ideas that you consider to be confidential or proprietary.

1.4 Your Data. Please visit our Privacy Policy for more information on how we collect, use, and safeguard data.

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(a) SVA will materially comply with all applicable federal and privacy laws and regulations, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99) (“**FERPA**”).

(b) “**Personal Information**” mean “personally identifiable information” as well as “educational records,” each as defined in FERPA (34 C.F.R § 99.3).

1.5 Consent to Contact by SVA. Through your use of the Services, SVA may contact you (including via SMS text messages, email, and push notifications). Such contacts are intended, among other things, to enhance your experience using the Services and to offer you the opportunity to try other SVA Services. Please note that your carrier may charge you for text messages you receive from SVA. BY SIGNING UP FOR THE SERVICES, YOU AGREE TO SUCH CONTACTS BY SVA.

(a) To permanently stop receiving SMS text messages from SVA (if you are located in the U.S. or Canada) text STOP, CANCEL, or UNSUBSCRIBE in reply to any SMS text message sent by SVA.

(b) To permanently stop receiving emails from SVA, click the “Unsubscribe” link at the bottom of an email sent by SVA and follow the applicable instructions.

(c) To shut off push notifications from the SVA mobile application, please follow the instructions from your mobile phone manufacturer.

Revision History

Revision 3.0, 7/16/2018