ASSOCIATED STUDENTS, INC. (ASI)
CAL POLY SAN LUIS OBISPO
INTERNET SITE USE AGREEMENT

Terms & Conditions

By accessing this Internet Site, you agree to these terms and conditions, including any changes or updates. If you do not agree, you may not use this Internet Site. ASI reserves the right to change or update these terms and conditions at any time.

Restrictions on Use
Except as otherwise indicated elsewhere in this Agreement, with respect to a particular portion, file, or document displayed on this Internet Site, you hereby agree to view, copy, print, and distribute information on this Internet Site subject to the following conditions:

1. You may use information on this Internet Site for educational, non-commercial purposes only.
2. If you copy or attempt to copy any information on this Internet Site, you must not alter the text and/or images in any way and you must include the following ASI copyright notice:

   © Copyright Associated Students, Inc. All rights reserved.

3. Associated Students, Inc. reserves the right to revoke your authorization to access or use information on this Internet Site at any time, and you hereby agree to immediately discontinue any such use upon notice from ASI.

ASI considers “framing,” the practice of intact reproduction of a page or pages of one website into another website, to be deceptive and a violation of ASI's copyright rights. You are not authorized or permitted to frame information on our Internet Site, whether in whole or in part.

The text, layouts, graphics, trademarks, brands, and logos at this Internet Site and those of any of ASI’s related, affiliated, or subsidiary entities or institutions, including specifically California
Polytechnic State University, San Luis Obispo, are protected by U.S. copyright, trademark, service mark or other proprietary rights and laws.

If you have any questions about ASI's intellectual property rights, you agree to contact us at: Associated Students, Inc.
Business Office
1 Grand Avenue
San Luis Obispo, CA 93407-0440

**Restrictions and Limitations of Liability**
ASI and its related, affiliated and subsidiary entities and institutions, including specifically California Polytechnic State University, San Luis Obispo, will not be liable for any loss, damages or injury caused by or arising in any manner from your use of this Internet Site, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure.

ASI will not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the materials in this Internet Site or a site which is linked to this Internet Site, even if there is negligence on the part of ASI or an authorized ASI representative has been advised of the possibility of such damages, or both. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, ASI's liability in such jurisdictions shall be limited to the extent permitted by law. ASI’s total liability to you for any and all losses, damages, and causes of action in contract, tort (including without limitation, negligence), or otherwise will not be greater than the amount you paid, if any, to access this Internet Site.

This Internet Site may be linked to other sites that are not maintained by ASI, and ASI is not responsible for the content of those sites, or for any third-party, pop-up, or browser-integrated software or applications. The inclusion of any link to such sites does not imply endorsement by ASI of those sites. ASI makes no representations whatsoever about any other website which you may access through this Internet Site. It is the sole responsibility of users of this Internet Site to take their own precautions to ensure protection from any viruses, worms, Trojan horses and any other potentially destructive items on any linked site.

**Submissions**
All remarks, suggestions, ideas, graphics, or other information, regardless of form, communicated to ASI through this Internet Site (collectively, "Submission") will forever be the property of ASI. ASI is not required to treat any Submission as confidential. ASI is not liable for any ideas contained in or related to any Submission (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future ASI materials, information or operations. ASI is entitled to use any Submission for any commercial or other purpose whatsoever, without compensation to you or any other person related to the Submission. You warrant to ASI that you own whatever material you submit, and use of your Submission by ASI will not infringe upon or violate the rights of any third party. You hereby agree to indemnify, hold harmless and, at ASI’s discretion, defend ASI and all of its
officers, agents, and employees and related entities and organizations from any and all claims, losses, and damages arising in any manner from your unauthorized or illegal possession, use, or dissemination of information contained in any Submission.

Disclaimer
The material in this Internet Site may include technical inaccuracies, inaccurate, erroneous, outdated or incomplete information, and/or typographical errors (collectively “Errors”). ASI specifically disclaims any liability for Errors which may appear on the Internet Site and reserves the right to make changes, corrections, modifications or improvements at any time and without prior notice.

The Materials (defined below) in this Site are provided "AS IS" and without warranties of any kind either expressed or implied, and to the fullest extent permissible pursuant to applicable law, ASI disclaims all warranties or merchantability and fitness for a particular purpose. ASI does not warrant that any functions contained in the information on the Internet Site will be uninterrupted or error-free, that defects will be corrected, or that the Internet Site or the server that makes it available are free of viruses or other harmful components, and specifically disclaims any liability for same. AS does not warrant or make any representations regarding the use of or the result of the use of the information on the Internet Site in terms of correctness, accuracy, reliability, or otherwise, or that it is free of viruses or other harmful components.

ASI is an equal opportunity employer committed to a diverse work force. ASI hires its own employees and establishes its own terms and conditions of employment. To be considered for a posted job opportunity, you must submit an application or resume.

Termination
ASI or you may terminate this Agreement at any time and for any reason. You may terminate this Agreement by destroying: (a) all materials obtained from all ASI Internet Sites, and (b) all related documentation and all copies and installations (together, the "Materials"). ASI may terminate this Agreement immediately without prior notice. Upon receiving notice of termination, you agree to immediately destroy all Materials.

Miscellaneous
This Agreement is be governed and be interpreted pursuant to the laws of the State of California, United States of America, excluding its conflicts of law rules.

With the exception of any dispute within the jurisdictional limitations of California Small Claims Court, any controversy or claim arising out of or relating to this Agreement, its scope and the enforceability of this agreement to arbitrate, shall be settled by final and binding arbitration in accordance with the currently applicable dispute resolution rules of the American Arbitration Association. Unless a request for arbitration is made within the time limits of applicable law, the right to arbitrate shall be deemed waived and no further action may be taken by the waiving party in any forum. Any arbitration hearings shall be conducted in San Luis Obispo, California.
Nothing in this Agreement shall prohibit any party from seeking injunctive relief under applicable law before arbitration or while arbitration is pending. This Agreement shall be interpreted and enforced under the laws of the State of California.

If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

ASI shall alert law enforcement authorities of any possible use of this Internet Site for illegal purposes. In the event of authorized law enforcement investigations, and pursuant to any required legal process, information may be used to identify any individual who has attempted to use this Internet Site for illegal purposes, upload or change information on this Internet Site without authorization, or otherwise cause damage.

This is the entire agreement between the parties relating to the use of this Internet Site.

ASI specifically reserves the right to revise these Terms and Conditions at any time and without prior notice.

Information on the Internet Site, or those of any of ASI’s related, affiliated, or subsidiary entities and institutions, is provided with the understanding that ASI is not rendering professional advice or recommendations. You should not rely on any information on these pages to replace consultations with qualified professionals to meet your individual needs.

You assume some risk whenever you do business on the Internet. We are not liable for a third party’s access to, or misuse of, your or any customer’s information when:

- You or any customer creates a Customer ID that reveals your, his or her Cal Poly ID, Social Security Number, or other sensitive information.
- You or any customer discloses - deliberately or inadvertently – your or his or her Customer ID and Password.
- Despite our security precautions, a third party either unlawfully accesses your or a customer’s account or intercepts and deciphers encrypted information.

From time to time you may give us information via the Internet Site for a specific purpose. We use the information for that purpose only. We never sell, or give away, your information. The Internet Site may use your information to produce statistics or other internal business or marketing purposes, but that information will not identify you or your transactions.

**By accessing this website I hereby confirm that I have read and understand the above Agreement, and accept and will abide by the above Terms and Conditions.**

Revised: September 8, 2009