

# BB.COM TERMS OF USE / TERMS OF SERVICE

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These Terms of Use / Terms of Service govern your use of the websites, content, software and services offered through BB.COM.

YOUR AFFIRMATIVE ACT OF USING BB.COM SIGNIFIES THAT YOU AGREE TO THE FOLLOWING TERMS OF USE AND SERVICE, THAT YOU CONSENT TO THE INFORMATION PRACTICES DISCLOSED ON THE BB.COM PORTAL LOGIN SCREEN, AND THAT YOU CONSENT TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY.

## I. CHANGES TO THE TERMS OF USE AND SERVICE

BB.COM may change these Terms of Use and Service at any time. You can review the most current version of these terms by clicking on the "Terms of Use" [hypertext link](#) located on the BB.COM portal login screen. You are responsible for checking these terms periodically for changes. If you continue to use BB.COM after changes are posted, you are signifying your acceptance of the new terms.

These terms are in addition to all applicable DoD regulations. If a conflict between declarations in this document and a DoD regulation arises, the DoD regulation supersedes. The invalidation of a specific clause of these terms does not affect the rule and force of all remaining terms.

## II. REGISTERED USERS

Services are available only to registered users of BB.COM and require you to sign in with a login name and password in order to use them. BB.COM consists of the Blackboard portal, schools, courses, lessons, modules, and other content and offerings. Services and other interface modifications may from time to time be added to BB.COM without notice.

BB.COM is not responsible for the content or dealings that you may have with any third party if you use your login credentials to access their Web sites and services. You should not utilize your BB.COM access credentials on any other system or site. Your actions on such third party websites are governed by the terms of use established by the controlling third party.

## III. ADDITIONAL TERMS

Certain areas of BB.COM, such as sites where you can upload or download files, may include additional usage guidelines, rules and agreements that will supplement these Terms of Use and Service. By using those services on BB.COM, you agree to comply with such guidelines and rules and to complete any additional documentation required for such access.

Information contained within this website is government owned and restricted to UNCLASSIFIED//NONE categorized information only. Transferring data which does not meet this criterion is in violation of DoD regulation and may be subject to UCMJ. Access to this site is for authorized students, faculty, and staff only. Any unauthorized distribution of information on this site without the expressed consent of the Dean of Academics is prohibited.

Access to BB.COM and the ability to login to the portal does not automatically grant access to all areas of available information. Use of BB.COM's search functionality may also return items to which you are denied access. BB.COM may create and disseminate information to a specific audience within its membership without incurring any obligation to make such information, including items returned by search, generally available at any future time.

## IV. ELECTRONIC DELIVERY POLICY AND YOUR CONSENT

You agree that BB.COM may provide to you required notices, agreements and other information concerning BB.COM electronically. In addition, BB.COM may post notices on the home page of BB.COM or on School/Site Wide Announcements or on the relevant web page of the applicable service. You agree to assume responsibility for reading and complying with notices so posted.

## **V. CHANGES TO BB.COM**

BB.COM may discontinue or change any service or feature on BB.COM at any time and without notice. BB.COM may terminate the display or availability of any content available through BB.COM without notice at any time in its sole discretion without obligation to replace such information.

## **VI. YOUR RESPONSIBILITIES**

You may not submit or transmit through BB.COM any material, or otherwise engage in any conduct that:

- a. violates or infringes the rights of others including, without limitation: patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- b. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions or accounts of: sexual acts, bodily waste functions, criminal activity or the intent to commit any of the above;
- c. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d. impersonates any person, business or entity, including BB.COM and its employees and agents;
- e. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- f. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- g. promotes or advertises a commercial entity or uses email to distribute information regarding the availability, services or features of any commercial enterprise;
- h. promotes or advertises any non-DoD religious entity or uses email to distribute information regarding the availability, services or features of any non-DoD religious entity;
- i. violates these Terms of Use and Service, guidelines or any policy posted on BB.COM;
- j. violates DoD regulations; or,
- k. interferes with the use of BB.COM by others.

You may not use BB.COM in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of BB.COM. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or by any other means. You may not use BB.COM in a manner that would hide your true identity or otherwise permit anonymous access. You will not use BB.COM to gain access to other government or DoD sites that you would not otherwise have access to.

## **VII. NO SPAM**

You may not use BB.COM or any provided DoD communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use BB.COM to violate the terms of this section. We may terminate your access or use of BB.COM immediately and take any other legal action if you, or anyone sponsored under your access rights to BB.COM, violates these provisions. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining within our servers or communications network.

## **VIII. PROPRIETARY RIGHTS**

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## **IX. LICENSE**

In consideration for your agreement to the terms and conditions contained here, BB.COM grants you a personal, non-exclusive, non-transferable license to access and use the Sites. You may use BB.COM and the Content offered on BB.COM only for personal, noncommercial purposes or in support of the United States Government or Department of Defense business. You may use Content offered for downloading, such as photos and documents, for personal use only and subject to the rules that accompany that particular Content.

You may not use the Content in a manner that exceeds the rights granted for your use of the Content. You may not use any data mining, robots, or similar data gathering and extraction tools on the Content to frame any portion of BB.COM or Content, or to reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Content without our prior written consent.

You may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content.

## **X. CONTENT YOU POST**

Certain areas of BB.COM may allow you to post Content that can be accessed and viewed by others. The security settings and access authorizations of posted content are the responsibility of the content owner.

You may post Content to areas on BB.COM that you have created or to which you have permission to post; however, you may not post Content that violates these Terms of Use and Service. We do not claim ownership of any personal Content that you may post; however, by submitting Content to BB.COM you grant us a security interest in such content and therefore understand that it can be deleted, reviewed, edited for content, reversed engineered or otherwise examined at our discretion.

## **XI. NO DUTY TO MONITOR**

You agree that we are not liable for Content that is provided by others. We have no duty to pre-screen Content, but we have the right to refuse to post or to edit submitted Content. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material. The text and other material of Content provided by others may represent the opinion of the specific author and are not statements of advice, opinion, or information of the Department of the Army, DoD or the United States Government. If you feel you might be offended by the content of the Sites, you should not continue to access the offending Sites.

## **XII. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on BB.COM in a way that constitutes copyright infringement, you may notify ***insert name and contact data of POC here***.

## **XIII. USE OF FORUMS AND CHAT ROOMS**

Sites may include unmediated forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Neither the content of these Sites, nor the references to other web sites made in these forums are screened, approved, reviewed or endorsed by BB.COM.

Private chat rooms shall not be used to discuss FOUO, Sensitive, Confidential or Classified information nor shall they be used to exchange information covered under the Privacy Act of 1973 for persons not party to the conversation.

The Department of Defense (DoD) and the Department of the Army (DA) have a longstanding policy regarding political campaigns and elections to avoid the perception of DoD or Army sponsorship, approval, or endorsement of any political candidate, campaign or cause. Use of DoD and Army websites and communication systems that may be viewed either directly or indirectly as DoD

sponsorship, approval or endorsement of any political candidate, campaign or cause is prohibited. Users are reminded that they are restricted under the Hatch Act from using DoD and Army web pages and communication systems to engage in partisan political activity including posting partisan political comments or sending partisan political email (comments or email directed toward the success or failure of a political party, candidate for partisan political office, or partisan political group). All users are asked to please refrain from such activity. Use of BB.COM by any member for political activities may be viewed either directly or indirectly as DoD sponsorship, approval or endorsement of any political candidate, campaign or cause. Such activity is prohibited.

#### **XIV. DATA CLASSIFICATION – UNCLASSIFIED//NONE**

Information contained within this site is restricted to the category UNCLASSIFIED//NONE only. Instructors, curriculum developers, and students must ensure data is properly classified, categorized, and labeled. Classified Military Information (CMI) and Controlled Unclassified Information (CUI) is **NOT** authorized on BB.COM. Examples of **CUI NOT AUTHORIZED** on this site include the following: For Official Use Only (FOUO), Department of State Sensitive But Unclassified (SBU), and Drug Enforcement Administration Sensitive, DoD Unclassified Controlled Nuclear Information (DoD UCNI), and Sensitive Information as a result of The Computer Security Act of 1987 – data pertaining to Automated Information Systems (AIS) “which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled.” This includes computer configurations, network structure, or the information pertaining to ability to access these systems.

**Know what you upload, Think before you send, and NEVER UPLOAD SENSITIVE DATA TO BB.COM!**

#### **XV. ACCREDITATION**

Blackboard.com resides outside the direct control of a military operated network. While Blackboard, Inc. is accredited and provides a secure operating environment, it is not subject to the same conventions as a military data center.

#### **XVI. INDEMNIFICATION**

You agree to indemnify and hold BB.COM and the United States Government harmless from any claims, losses or damages, including legal fees, resulting from your violation of these Terms, your use of this Site or your placement of any content onto a Site that does not conform to DoD regulation or these Terms, and; to fully cooperate in BB.COM's or the United States Government's defense against any such claims.

#### **XVII. TERMINATION**

If you use this site, you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account, password or CAC. If you are a full or administrative account holder, these same responsibilities apply to all accounts that you sponsor. Your right to use BB.COM automatically terminates if you violate these Terms of Use and Service or any rules or guidelines posted in connection with BB.COM.

**We reserve the right, in our sole discretion, to terminate your access to all or part of BB.COM, for any reason, with or without notice.**