

## University of Western Sydney Live@edu Conditions of Use

### INTRODUCTION

This document sets out the conditions for use of the University's Microsoft Live@edu Service. Use of the service constitutes acceptance of the terms contained in this document. In the event of any User breaching these conditions, the University may take appropriate disciplinary or legal action.

### DEFINITIONS

**Conditions of Use** - the terms and conditions and policies described or referred to in this document.

**Live@edu** - Microsoft's managed email service as provided to UWS.

**Microsoft** - Microsoft Corporation

**User** - any individual authorised by UWS to access and use Live@edu.

### RELATED POLICIES

1. The University may modify these Conditions of Use from time to time and it is the User's responsibility to ensure they are familiar with the current version each time they access Live@edu.

2. Users must also abide by the following UWS policies:

- [IT Acceptable Use of Resources Policy](#)
- [Email Policy](#)
- [Privacy Policy](#)

Live@edu is considered a University IT Resource for the purposes of the IT Acceptable Use of Resources Policy.

In the event of any inconsistency with University policies referenced above, these Conditions of Use will prevail.

### EMAIL SERVICE

3.1. Users are provided with access to Live@edu primarily to enable communication on study and University related matters.

3.2. Continuous access to the service is not guaranteed. Access may be denied during maintenance or unplanned outages. Microsoft may block access or prevent delivery of communications in order to protect itself, its customers or prevent a breach of its agreement with the University. Users encountering

difficulties accessing Live@edu should contact the UWS IT Service Desk on 02 9852 5111.

3.3. Persons under 18 must provide UWS with the written consent of a parent or guardian before they will be granted access to Live@edu. The consent must specifically authorise provision of the service under these Conditions of Use including the rights of Microsoft to collect and process personal information and send notices and marketing material.

#### **UNACCEPTABLE USE**

4. Live@edu must not be used for:

- Private commercial purposes
- Sending abusive, offensive, pornographic or defamatory material
- Online gambling
- Knowingly causing any other person to view content which could render UWS liable to a claim under equal opportunity or sex discrimination legislation.
- Sending material that infringes copyright or other proprietary rights
- Knowingly interfering with or disrupting any network, information service, equipment or any user of such equipment or service.

5. UWS may suspend or discontinue access to Live@edu to users who breach these Conditions of Use, or for any other reason at the University's discretion. Additionally, Microsoft may suspend or discontinue the provision of Live@edu to any user it reasonably believes has engaged in any of the following:

- facilitated or furthered unlawful conduct
- used Live@edu or other Microsoft services in a way that harms Microsoft or its advertisers, affiliates, resellers, distributors and/or vendors, or any customer of Microsoft or such entities
- used any portion of Live@edu or other Microsoft services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (spam)
- used any automated process or service to access and/or use Live@edu or other Microsoft services (such as bots, spiders, caching of information stored by Microsoft, or metasearching)
- used any unauthorised means to modify or reroute, or attempt to modify or re-route Live@edu or other Microsoft services
- damaged, disabled, overburdened, or impaired Live@edu or other Microsoft services (or the network(s) connected to these services) or interfere with anyone's use and enjoyment of these services, or
- resold or redistributed any part of Live@edu or other Microsoft services

6. Users may lodge complaints about electronic communications which are offensive, inappropriate or otherwise in breach of these Conditions of Use by contacting the UWS IT Service Desk on 02 9852 5111.

## **PASSWORDS**

7. Users are responsible for all use of the Live@edu Service performed with their login credentials. Passwords must be kept secure and not disclosed to anyone. Users are reminded of their responsibilities for password security as described in the [IT Acceptable Use of Resources Policy](#).

## **ADVERTISEMENTS**

8. Microsoft may display advertising of its goods and services on the web interface of Live@edu. Users may also receive correspondence from Microsoft regarding Live@edu.

## **PRIVACY**

9.1 Microsoft may collect users' personal information in order to operate and provide Live@edu and may collect this information from computers or other equipment of users or the University.

9.2 UWS may collect personal information from users to enable the University to manage Live@edu. UWS will not disclose personal information to Microsoft except as required to grant access to Live@ edu.

9.3 Personal information collected by Microsoft may be stored and processed overseas. Microsoft is required to store and process the information in a manner consistent with relevant provisions of the Privacy Act 1988 (Cth).

## **CONFIDENTIALITY**

10. Email is not a secure means of communication. Whilst both Microsoft and UWS take reasonable efforts to ensure the security of their systems, users are advised that email security is not guaranteed, particularly when communicating with external parties.

## **CONSUMER SERVICES**

11. Users may be offered other Microsoft services ("Consumer Services") by Microsoft via Live@edu. Consumer Services are provided direct from Microsoft to the User without the University's involvement. Consumer Services are subject to Microsoft's terms and conditions, and should be read and understood by users before acceptance.