

LinuxOne Community Cloud

Terms & Conditions

1. This node of the LinuxOne Community Cloud (“Services”) is provided by Marist College (“Marist”) and located at 3399 North Rd, Poughkeepsie, NY 12601, United States and is governed by the laws of New York and the United States
2. By using our Services, you are agreeing to these terms. Some features may require additional Terms and Conditions.
3. The LinuxOne Community Cloud is provided as an “as-is” service. There is no claim of suitability for your use.
4. The services are available to develop, test, port or otherwise try open source software on the z System architecture hardware. Using resources of the LinuxOne Community Cloud to develop, test, port proprietary software is prohibited.
5. There are no data backups performed, and you should maintain backup copies of any information stored there.
6. Access to the LinuxOne Community Cloud is for 120 days. Once that period has expired virtual servers will be cleaned and returned to the pool at Marist College’s discretion. You are responsible for obtaining your data prior to expiration.
7. Access to the LinuxOne Community Cloud is solely via network access. No physical access to the equipment will be granted.
8. You may not store any information that would require reporting to third parties if compromised, such as, but not limited to: Protected Health Information (PHI), account information covered by Payment Card Industry Data Security Standard (PCI/DSS), Family Educational Rights and Privacy Act (FERPA), Gramm-Leach-Bliley Act (GLB) or other personal identification information.
9. By using the system, you are responsible for obtaining a proper license for any software that you install/use. You agree to obey all relevant New York State and US laws, including all export controls laws. You agree to defend, indemnify and hold harmless Marist College, its trustees, directors, officers, employees and agents from and with respect to any and all claims, causes of action, damages, costs and liabilities of any kind whatsoever, including but not limited to reasonable attorney fees, regarding your usage of the LinuxOne Community Cloud.
10. The service is a shared service and Marist College may throttle, gate or otherwise limit usage including termination if in its sole determination excessive network, computing or other resources are being used or unnecessary risks to the Cloud operations and/or other users of our services
 - a. Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.
 - b. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms

- do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services
- c. In connection with your use of the Service, we may send you service announcements, administrative messages, and other information.
 - d. To protect your LinuxOne Account, keep your Secure Shell (SSH) keys confidential. You are responsible for the activity that happens on or through your LinuxOne Account. The use of passwords to access the Services is prohibited. Only SSH keys are allowed. Do not reuse your LinuxOne Account keys on third-party applications. If you learn of any unauthorized use of your LinuxOne Account, please contact security@marist.edu
11. To access the Services, you must create a LinuxOne account associated with a valid e-mail address. You may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account
 12. Limited support, if any provided, will solely be via email.
 13. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.
 14. Unless otherwise noted, Marist College claims no intellectual property right over software you develop on the LinuxOne Community Cloud.
 15. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).
 16. Except as expressly prohibited by law, we will notify you of any subpoenas, warrants or other legal orders, demands or requested received.
 17. No warranty is given or implied. You use the system at your own risk. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER MARIST COLLEGE NOR ITS SUPPLIERS OR DISTRIBUTORS (INCLUDING IBM) MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".
 18. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.
 19. WHEN PERMITTED BY LAW, MARIST COLLEGE ITS SUPPLIERS AND DISTRIBUTORS (INCLUDING IBM), WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.
 20. IN ALL CASES, MARIST COLLEGE, AND ITS SUPPLIERS AND DISTRIBUTORS (INCLUDING IBM), WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE.
 21. Force Majeure - We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

22. If it turns out that a particular term is not enforceable, this will not affect any other terms.
23. Marist College may add or remove functionality or features, and we may suspend or stop a Service at any time.
24. Marist College reserves the right to amend these Terms and Conditions at any time by publishing at <http://security.marist.edu/LinuxOne/TC.PDF>