



Campus Administrative Policy

Policy Title: Online Disclaimer and Terms of Use

Policy Number: 3009 Functional Area: General Administration

Effective: April 1, 2019
Date Last Amended/Reviewed: September 23, 2013
Date Scheduled for Review: July 1, 2026
Supersedes: Online Disclaimer and Terms of Use, date unknown

Approved by: Donald M. Elliman, Jr.
Chancellor, University of Colorado Anschutz Medical Campus
Dorothy A. Horrell
Chancellor, University of Colorado Denver

Prepared by: Legal
Reviewing Office: Chancellors
Responsible Officer: Chancellors

Applies to: CU Anschutz
CU Denver

Disclaimer and Terms of Use

CU Denver | Anschutz Web pages at www.ucdenver.edu; www.cuanschutz.edu

1 – Acceptable Use

Your access and use of the official University of Colorado Denver | Anschutz Medical Campus (“CU Denver | Anschutz”) official campus websites (the “Site(s)”), and any page or function contained herein, is subject to the following Terms of Use and all applicable laws. Please read the following information carefully before accessing this Site. If you do not agree to be bound by these terms and conditions, promptly exit this Site. Your continued use of this Site indicates your agreement and acceptance to the following terms and conditions.

The information resources made available on this Site are provided to facilitate the operations of the CU Denver | Anschutz, and its members, including students, faculty,

and staff. Use of the information presented in these web pages is for the personal use of you, the individual reading these pages. Use of information from this Site for commercial purposes, other than those expressly approved by CU Denver | Anschutz, is not permitted. Use of data, algorithms, and conceptual information contained in research web pages without permission from both the authors and CU Denver | Anschutz is forbidden. Use of U.S. mail addresses, e-mail addresses or telephone numbers for the purpose of contacting individuals at CU Denver | Anschutz for any purpose other than the conduct of business of CU Denver | Anschutz is not permitted.

2 – Copyright

All material on this Site, and the files associated with it, are copyrighted by CU Denver | Anschutz as owner and operator of CU Denver | Anschutz, or by the original creator of that material. It is protected by the copyright laws of the United States of America and under treaties with other nations. You may not download, copy, reproduce, redistribute, republish, publicly display, post, or transmit material from this Site unless expressly permitted, and then only the designated material shall be included within the parameters of the permission granted. CU Denver | Anschutz in no way represents or warrants that your use of materials displayed on this Site does not infringe the rights of third parties.

CU Denver | Anschutz has designated an agent to receive notifications of alleged copyright infringement. If you believe your copyrighted work is being infringed on one of the Sites, please notify our copyright agent. The agent designated under the Digital Millennium Copyright Act to receive and act upon notifications of claimed copyright infringement is:

Dan Jones
Assistant Vice President and Chief Information Security Officer
University of Colorado
1800 Grant Street, Suite 745
Denver, CO 80203
Phone: 303.735.6637
Fax: 303.735.6637

4 – Linking to CU Denver | Anschutz Websites and Third Party Links

Please note that this Site is linked to other websites and mobile applications that may have different terms of use and privacy policies. Please refer to those websites and mobile applications for the appropriate information, including terms of use and privacy policies. Please understand that CU Denver | Anschutz has no control over the content of these third party websites. In addition, a hyperlink to a non-CU Denver | Anschutz website does not mean that CU Denver | Anschutz endorses or accepts any responsibility for the content, or the use, of the linked website. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk.

5 – Accuracy and Integrity of Information

CU Denver | Anschutz makes no representation or warranty as to the accuracy, reliability, or completeness of the information contained on this Site. It is possible that this Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to this Site by third parties. In the event that an inaccuracy arises, please inform the webmaster at webmaster@ucdenver.edu so that it may be corrected.

The information contained on the CU Denver | Anschutz web pages is not intended to be nor is it a substitute for professional medical advice. Nothing contained in these pages is intended to be for medical diagnosis or treatment. Use of these web pages is not intended to nor does it create a physician-patient or health care provider-patient relationship between CU Denver | Anschutz and the user. Always seek the advice of your physician or other qualified health care provider prior to starting any new treatment or with any question you may have regarding a medical condition.

6 – Blogs, Individuals Opinions, and Other Communications

Views expressed via the Site are those of the author or other attributed individual and do not necessarily represent the official opinion of CU Denver | Anschutz unless explicitly stated formally and with the authority to do so.

7 – Limitation of Liability and Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT USE OF THIS SITE IS AT YOUR OWN RISK AND THAT THE SITE AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SITE IS PROVIDED ON AN “AS IS” BASIS. CU DENVER | ANSCHUTZ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE USE OF THIS SITE OR THE MATERIALS IN IT, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ACCURACY OR QUALITY, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CU DENVER | ANSCHUTZ ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS YOU ACCESS OR BROWSE THE SITE OR DOWNLOAD MATERIAL FROM THE SITE. UNDER NO CIRCUMSTANCES SHALL CU DENVER | ANSCHUTZ BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FEES, FINES OR PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THIS SITE, OR SITES ACCESSED THROUGH THIS SITE, AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THIS SITE. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING IT.

8 – User Submitted Content

Any communication or material you transmit to the Site by electronic mail or otherwise, including data, questions, comments, suggestions, or the like, is, and may be treated as, non-confidential and nonproprietary, unless noted otherwise. You hereby grant CU Denver | Anschutz a perpetual, royalty-free, non-exclusive license in any copyrightable material that you transmit or post to our Site. Any such material may be used by CU Denver | Anschutz for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, CU Denver | Anschutz is free to use any ideas, concepts, know-how, or techniques in any communication that you send to the Site, for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. You acknowledge that you are responsible for all information you send to the Site.

You may not post or transmit any information that is illegal, threatening, libelous, defamatory, obscene, ethnically or racially offensive or discriminatory, infringes the copyright or other intellectual property right of any third party, invades the privacy of another person or any other information or materials that constitute a crime, or otherwise violates any law, CU Denver | Anschutz policy, or confidentiality agreement. CU Denver | Anschutz reserves the right to refuse to post any such message, and may take appropriate legal action.

9 – Privacy

Please refer to our Online Privacy Policy for a complete discussion of how CU Denver | Anschutz utilizes information you communicate via our Site.

10 – Nondiscrimination

CU Denver | Anschutz does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or veteran status in the provision of services or employment, including in providing access and use of the Site(s).

11 – Trademarks

All trademarks, service marks, and logos (“Trademarks”) displayed and used on this Site are the property of CU Denver | Anschutz or used by CU Denver | Anschutz with the permission of their respective owners. Nothing in this Site should be construed as granting any right or license to use any Trademark without the written permission of its owner.

12 – Advertising and Publicity

You shall not use any CU Denver | Anschutz name or logo in any form of publicity or promotional or advertising material, or in any communications with the media without CU Denver | Anschutz’s prior written consent to the specific contemplated use. CU Denver | Anschutz does not endorse, recommend or approve the commercial products and services displayed on this Site, if any.

13 – Revisions

CU Denver | Anschutz reserves the right to modify and supplement these terms at any time, without prior notice, by posting the new terms on the Site and within the terms of use. You agree to review these terms periodically to be aware of such modification and your access or use of the Site shall be deemed your acceptance of the modified agreement.

14 – Choice of Law, Forum, and Severability

This agreement is governed by the laws, rules and regulations of the State of Colorado, as are now in effect or as may be later amended or modified, without reference to the choice of law rules of any state. The Second Judicial District Court, Denver, Colorado or the United States District Court for the District of Colorado shall be the exclusive jurisdiction and venue for any claim between the parties, and you hereby consent to the jurisdiction and venue of those courts. In any action to enforce these Terms of Use, CU Denver | Anschutz shall be entitled to court costs and attorney's fees. If any of the provisions of these terms of use are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect.

YOU ACCEPT THESE TERMS BY USING THIS WEBSITE

If you have any questions about this website or the Terms of Use, you may contact us at: Reg.Compliance@ucdenver.edu.

Notes

1. Dates of official enactment and amendments:
March 18, 2019: Adopted / Approved by the Chancellors
2. History:
July 1, 2019: This policy was reviewed and updated from the current legal notices posted on the campus websites. It is not clear the last time this was updated.
3. Initial Policy Effective Date: Unknown
4. Cross References/Appendix:
 - 3006, Online Privacy Policy