

Terms of Use

Terms of Use of Bournemouth University Student Ambassador Management System (SAMS)

Any use of the SAMS is subject to the following terms which are subject to change at any time. If You do not agree to accept and be bound by these Terms of Use, You should not access or continue using the SAMS. Please ensure that You review these Terms of Use regularly as You will be deemed to have accepted a variation after it has been posted.

Definitions

“Force Majeure” means any circumstances beyond the University’s reasonable control, including but not limited to war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, interruption in power supplies or other services for any reason, fire, boycott, and telecommunications failure.

“SAMS” means Bournemouth University online system for Student Ambassadors, currently provided by Dashboard Technology.

“University” means Bournemouth University of Talbot Campus, Fern Barrow, Bournemouth BH12 5BB, and its successors, assigns, subsidiaries, officers, and employees.

“University Network Services” means any and all services provided by the University relating to the use of, access to or interaction with, the SAMS.

“You” and “Your” means you the student.

Accessing the SAMS

Use of the SAMS by You is subject to these terms which take effect from Your first use of the SAMS. By Your continued use, You agree to be legally bound by the latest version of these terms on a continuing basis. All updates to these Terms will be found at this webpage.

You agree that You are either 18 years of age or more, or are 15 years of age or more and have Your parent(s)’ or legal guardian(s)’ permission to use the SAMS.

The SAMS is provided by Dashboard Technology which is hosted in the cloud. You use the SAMS at your own risk.

You are solely responsible for taking the precautions necessary to protect Yourself from fraud when using the SAMS, and to protect Your computer systems from viruses, worms, or similar.

Limitation of Liability

The University will use its reasonable endeavours to ensure that the SAMS is error- and virus-free, however, because of the nature of the SAMS (provided by Dashboard Technology and hosted in the cloud) and access to it by persons outside the control of the University, THE UNIVERSITY DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE GSAMS, nor does it guarantee that the SAMS is error- and/or virus-free.

Accordingly, the SAMS is provided on an "as is" basis and as and when available. To the extent permissible by law, the University hereby excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill & care or timeliness of performance, or that the SAMS is secure, error- and/or virus-free.

To the full extent allowed by applicable law, the University will not be liable to You or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of opportunity, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the SAMS.

The University shall not be liable by reason of any failure or delay in performing its obligations due to Force Majeure.

Indemnification

You hereby agree to indemnify, defend and hold harmless the University from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable legal fees, resulting from:

any violation by You of these Terms of Use or the University's policies;
any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from Your use of the SAMS;
any activity related to Your account, be it by You or by any other person accessing Your account with or without your consent.

Data Protection and Privacy

All personal data that You provide to us in connection with Your use of the SAMS is collected, stored, used and disclosed by the University in accordance with our Data Protection Policy. You also accept that IN ORDER TO FACILITATE THE PROVISION OF THIS SERVICE TO YOU (AND FOR THIS SOLE PURPOSE), IT MAY BE NECESSARY FOR OR DASHBOARD TECHNOLOGY TO TRANSFER YOUR DATA TO A THIRD PARTY, OR TO TRANSFER YOUR DATA OUTSIDE THE EUROPEAN ECONOMIC AREA.