## **UBC Workspace 2.0 Terms of Service**

These terms of service (the "**Terms**") govern your access to and use of Secure Content Locker (the "Service:), so please read carefully before using the Service.

# By using the Service you agree to be bound by these Terms.

You may use the Service only in compliance with these Terms. The Service may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Service at any time without prior notice to you. We may also remove any content from our Service at our discretion.

## **Acceptable Use**

Acceptable use of the Service is governed by the UBC Policy 104, Acceptable Use and Security of UBC Electronic Information and Systems. You will use the Service only in a manner consistent with this policy.

Like all UBC Systems, the Service must be used for activities in support of the administrative, academic, and research mandates of the University ("UBC Business Purposes"). However, incidental personal use of the Service is acceptable provided that such use does not interfere with your job performance and is not a prohibited use as per Policy 104.

You will not copy, upload, download, or share files unless you have the right to do so. You, not UBC, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Service.

## **Account Security**

You are responsible for safeguarding the password that you use to access the Service and you agree not to disclose your password to any third party. You are responsible for any activity using your account that results from your failure to keep your password confidential. You should immediately notify UBC IT of any unauthorized use of your account.

## **Data Security**

The security of the information transmitted and stored in the Service is important to us. We encrypt the information during transmission using Secure Socket Layer technology (SSL), the standard for secure internet network connections. During storage on UBC servers, we follow generally accepted standards to protect the information. However, no method of electronic transmission or storage is 100% secure. Therefore, we cannot guarantee its absolute security.

For extra security for highly sensitive files or folders, you can also add an additional layer of encryption, but keep in mind that doing so will also make it impossible for us to recover your data if you lose your encryption key.

You are responsible for complying with the Information Security Standards created under UBC Policy 104, Acceptable Use and Security of UBC Electronic Information and Systems, which explain how to protect the security of information, devices and systems.

The Service provides features that allow you to share information with others. There are many things that users may do with that information (for example, copy it, modify it, re-share it). Please consider carefully what you choose to share.

#### **Data Retention**

UBC keeps redundant backups of all data over multiple locations to reduce the possibility of data loss.

We will retain your information for as long as your account is active or as needed to provide you the Service. If you wish to cancel your account, you may delete it by contacting the UBC IT Help Desk. We may retain and use your information as necessary to comply with our legal and policy obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will try to delete your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. In addition, we do not delete from our servers files that you have in common with other users.

## **Protecting Your Privacy**

UBC is subject to the British Columbia Freedom of Information and Protection of Privacy Act (the "FIPPA") and will take reasonable measures to protect the privacy of any personal information stored on the Service. If you store any personal records on the Service, you are encouraged to store them in separate folders to reduce the risk that the University will unintentionally access these records in the course of accessing UBC Electronic Information.

The Service stores all data in Canada, in compliance with the data residency requirements of the FIPPA.

As with all UBC Systems, UBC may automatically record information from the device you are using, its software, and your activity using the Service (the "System Usage Information"). This System Usage Information may include the device's Internet Protocol ("IP") address, browser type, locale preferences, identification numbers associated with your device, your mobile carrier, date and time stamps associated with transactions, system configuration information, metadata concerning your files, and other interactions with the Service. The System Usage Information is considered to be your personal information and will only be accessed, used and disclosed in accordance with UBC policy and the FIPPA.

Like all UBC Systems, the Service may be accessed by authorized UBC personnel to retrieve UBC Electronic Information for UBC Business Purposes in accordance with the procedure set out in Policy 104 and the Information Security Standard on Accessing Electronic Accounts and Records.

#### **Software and Updates**

Some use of our Service requires you to download a client software package ("Software"). UBC hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Service. Your license to use the Software and access to the service is automatically revoked if you violate these Terms. We hereby reserve all rights not expressly granted in these Terms. The Service may update the Software on your device automatically when a new version is available.

#### **Termination**

We reserve the right to suspend or end the Service at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Service in any way that would cause us legal liability or disrupt others' use of the Service.

#### The Service is Availble "AS-IS"

Though we want to provide a great service, there are certain things about the Service we cannot promise. For example, THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. UBC will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Service or Software.

## **Changes to Terms**

We may revise these Terms from time to time and the most current version will always be posted on the service website. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the Service.