

My Reading Log Terms of Service

DRAFT – May 2003

Acceptance of Terms

The Library Network (TLN) provides the following service to you, users of TLN member libraries, subject to these Terms of Service. We may change the terms of service periodically in order to address new issues or situations. By continuing to use the service after we post notice of any such changes, you agree to accept the new terms. Failure to comply with these Terms of Service may result in account termination.

Description of Service

My Reading Log (herein referred to as “My Reading Log” or “the service”) is a web-based service which allows TLN member library users to track their own use of library materials. The use of this service is completely voluntary, but it is intended to provide an electronic way for library users to track their own reading (and listening and viewing) preferences. Each user that signs up for the service will have a user login and password, and he or she will only have access to his or her own list, providing privacy and individual control of what is recorded. The service will only record the login information and the items the user enters into his or her record. There will be no connection between a user login and an actual person by name or other identifying information or by other patron record. The service is restricted to TLN member library users. In order to enforce this policy, My Reading Log users are required to set up an account from a computer from within a TLN member library. After initial set up, users may access the service from any internet connection.

Acceptable Use

My Reading Log is intended for users to keep track of items specified in textual format within a confidential environment. You may not use the service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the service to:

- Store or transmit image, sound, video, or computer files.
- Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the equipment or the service including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
- Upload, post or otherwise transmit unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other forms of solicitation.
- Use an IP address not assigned to you.
- Resell or redistribute the service to any third party via any means.
- Invade another person’s privacy, stalk, harass, or otherwise violate the rights of others.

Termination

If any user is found to be in violation with the letter or spirit of these terms, TLN reserves the right to terminate such account at any time.

Further, accounts will be removed after six months of inactivity.

Confidentiality of Records

Individual user accounts are confidential. No personally identifiable information is collected at the time of registration or at any other time. User records may be subject to release to local, state, or federal authorities, however, pursuant to court order or other legal action. See our Privacy Statement for further information on this issue.

Proprietary Rights

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service. You acknowledge and agree that the service and any necessary software used in connection with the service may contain proprietary and confidential information that is protected by applicable laws governing intellectual property, proprietary rights and the like. All My Reading Log code and specifications are subject to their said or implied licenses. Members of the TLN Technology Committee reserve the right to make changes and enhancements to this system.

Disclaimer of Warranties and Liability

You agree that your use of this service is at your sole risk. The service is provided on an "as is" and "as available" basis. The Library Network and its affiliates do not warrant the accuracy, completeness, timeliness, reliability, or fitness for a particular purpose of this service. The Library Network expressly disclaims all warranties of any kind, whether express or implied.

Under no circumstances shall The Library Network or its affiliates be liable to you or anyone else for any damages resulting from use of this service. This provision includes, without limitation, any liability for consequential, special, incidental, indirect, punitive or similar damages.

Indemnification

You agree to indemnify and hold harmless The Library Network, its affiliates, and their respective directors, officers, employees and agents from and against all liabilities, claims damages and expenses including attorneys' fees, arising out of your use of the service or your violation or alleged violation of the terms of this agreement.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.