

QuestionPoint Patron Terms of Service

1. Acceptance of Terms

Thank you for using this library service, which utilizes the QuestionPoint 24/7 Reference Service developed by the Library of Congress, the Metropolitan Cooperative Library Service, and the OCLC Online Computer Library Center, Inc., and maintained by OCLC. This document states the terms on which QuestionPoint provides you with various services through your library. Please read these terms carefully before acknowledging your acceptance and using this web form. We reserve the right to update the Terms at any time. You can always review the most current version here or at www.QuestionPoint.org.

2. Definitions

Personal Information – The following elements can sometimes, if not always, uniquely identify a person. Thus, these elements are discarded by OCLC when the transaction is saved in Service History.

E-mail address, portion *before* the @ sign.

Name

3. OCLC Privacy Statement

This Privacy Statement sets out OCLC's privacy policy and explains what OCLC does with the information collected by our subscribing libraries and stored on our servers.

For its own purposes, the library using this underlying QuestionPoint 24/7 Reference service may ask you to provide your name, e-mail address, ZIP code, telephone number, library card number, and other information. While this data is not required for our service to function, the library may be better able to answer your question and deliver more relevant content if you volunteer complete and accurate information.

Your e-mail address allows the library to answer your question via e-mail. If you chat with a librarian you have the option to remain anonymous. Questions and answers, as well as transcripts, are often maintained by the library so its librarians can get back to you if they find additional information about your question. Your full e-mail address is not used for any other purpose, though the domain (the portion *after* the @ sign) may be used for demographics analysis.

Any personal information collected is disclosed only to the extent necessary to fulfill your request for information. For example, the library may need to refer your question to a librarian in its network, who will have access to your information in order to answer your question and communicate with you. OCLC does not provide personal information to any party except as required to do so by law.

Your question, the library's answer, and any demographic information collected may be used to analyze usage, evaluate service effectiveness and provide training material, and to facilitate library research. The E-mail Address and Name fields are specifically designed to collect personal information and are deleted before the transaction is saved or transferred. However, any information you provide in fields other than those, such as your question text, could be retained; therefore we encourage you to provide e-mail address and name, if used at all, *ONLY* in fields specifically designed for such information.

You understand that while we do our best to protect your personal information, OCLC cannot ensure or warrant the absolute security of any information you transmit through this service. You agree that any information you provide on the web form and the text of your question are your sole responsibility and that

you transmit information through this service at your own risk. Further, you understand how any personal information entered on the form may be used by the library or referral library and agree to that use.

If a user indicates s/he is younger than 13 years of age, the information is deleted from our records in accordance with the Children's Online Privacy Protection Act (15 U.S. Code, 6501 et seq.).

4. Postings to QuestionPoint Services

You acknowledge and agree that OCLC may store all electronic transactions carried out between you and the library on this service and any information provided by you on this web form, as described in the *Privacy Statement*, for an indefinite period, with this exception: your name and all but the domain of your e-mail address will be deleted after 90 days. As such, OCLC may disclose the data in its possession only as described in the *Privacy Statement* and if required to do so by law.

You hereby grant to OCLC the perpetual, nonexclusive, world-wide right to edit, compile, and make searchable by libraries and the public all completed question-and-answer pairs originally submitted by you via this form, provided all personal information is deleted from the text.

5. Patron Conduct

You agree not to use this library service to:

- a. Post any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- b. Interfere with or disrupt the service or servers or networks connected to the service;
- c. Post any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

OCLC reserves the right to deny access to users who do not comply with these rules. Appeals may be addressed to 'support@oclc.org.'

6. Password and Security

When you use this service for the first time, you will be assigned a password to access your question and answers on the web (you will also receive all communication by e-mail). You are responsible for maintaining the confidentiality of your password and account and for logging out of your account at the end of each session. You agree to notify your library immediately of any unauthorized use of your password or account or any other breach of security. OCLC will not be liable for any loss or damage arising from your failure to comply with this section.

7. Indemnity

You agree to indemnify and hold OCLC harmless from any liability arising out of (a) anything you submit from this web form or that are submitted from your account, (b) your use of this service, (c) your connection to the service, (d) your violation of this Agreement, or (e) your violation of any rights of another party.

8. Termination

You agree that OCLC may terminate your password, account, or use of this service or discard any of your questions and completed transactions within the service, for any reason and without prior notice. Further, you agree that OCLC shall not be liable to you or any third party for any termination of your access to this service.

9. Disclaimer of Warranties

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- b. OCLC MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.
- c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM QUESTIONPOINT OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT CONFIRMED IN ANY WAY FOR ACCURACY. NO CONTENT ON THE QUESTIONPOINT SERVICE IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, WHETHER MEDICAL, FINANCIAL, LEGAL OR OTHERWISE.

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