

## Terms of Use – Learning Management System ‘Canvas’

*Last update: 21 november 2017*

The Learning Management System ‘Canvas’ (**LMS**) is provided for free by the Vrije Universiteit Amsterdam (also referred to as **VU, we/us/our**). Instructure Global Ltd. will provide the VU access to the LMS. The use of the LMS is subject to the following conditions and restrictions (**Terms of Use**). Access to and use of LMS is only available to a user, being a (natural) person affiliated with VU in any way, including its personnel, faculty staff and/or students, who is authorized by the VU to access and use (a part of) the LMS (**User**). By using LMS, User agrees to the terms as set out below.

### 1. Admission

- 1.1 Only VU’s students, VU’s staff and any other person with an official VU account provided by VU may enter the LMS.

### 2. User obligations

- 2.1 User agrees to:

- a. comply with all applicable laws, rules and regulations, including the [Privacy Policy](#) (which can be found on the same web page where these Terms of Use have been placed), and the VU’s regulations for computer and network use (Network Use Regulations, search for 'code of conduct on VUweb) and these Terms of Use;
- b. use reasonable security precautions with regard to entering the LMS;
- c. cooperate with VU’s reasonable investigation of outages, security problems, and any suspected breach of this Terms of Use;
- d. comply with all license terms or terms of use for any software, content, or website, if communicated by VU, when it uses or accesses the LMS;
- e. give VU accurate, current, and complete information that may be useful and required for performance of the LMS and shall guarantee that provided information shall be correct and complete;
- f. use reasonable efforts to prevent unauthorized access to or use of the LMS, notify the VU of any known or suspected unauthorized use of User's account, or any other breach of security. If there is a conflict between the articles in this Terms of Use and all applicable laws, rules and regulations, Dutch law, rules and regulations will have priority over these Terms of Use.

### 3. Availability

- 3.1 The VU provides the LMS and its content to the User. To ensure high availability the VU made a strong agreement with the supplier of the LMS, Instructure Global Ltd (**Instructure**), located in the United Kingdom (UK). However, it is possible that the LMS is temporarily not available or information is incorrect. For example, the VU may temporarily suspend the LMS in full or in part for the purpose of carrying out maintenance to the LMS. Therefore, it is the responsibility of the User to be on time when e.g. turning in an assignment. When the LMS is unavailable for a longer time period the User should contact the VU and not Instructure.

#### **4. Update Terms of Use**

- 4.1 The Terms of Use may be updated and changed by VU in its sole discretion at any time. When changes are made, VU will make a new copy of the Terms of Use available [here](#). Any changes to the Terms of Use will be effective immediately for new Users of the LMS and will be effective thirty (30) days after posting of notice of such changes on VU website or an existing User. If a User does not agree to any change(s) after receiving a notice of such change(s), User shall stop using the LMS. Otherwise continued use of the LMS constitutes the acceptance of the updated Terms of Use.

#### **5. Intellectual property rights**

- 5.1 Intellectual property rights attached to all software, hardware or other items and facilities (including documentation) provided by VU, is owned by VU and/or its licensors, including Instructure. All data, details, information and any other documents or content that the User submits, sends or places in the LMS, remains the property and responsibility of User (**User Content**). Neither VU nor Instructure are responsible to pre-screen User Content.
- 5.2 User grants VU and Instructure, during its use of the LMS, a fully paid, perpetual, worldwide, irrevocable, royalty-free, non-exclusive and fully sub licensable license to use, distribute, reproduce, modify and adapt its User Content for purposes of operating and providing the LMS.

#### **6. Suspension**

- 6.1 The User shall not abuse the LMS and shall comply with the Network Use Regulations. Examples of abuse are uploading racist, sexually explicit, holocaust denial, personally insulting and/or homophobic content as well as any content that includes any form of direct calls for violence or other threats. The VU is entitled to suspend temporarily or refuse access to the LMS indefinitely in case of abuse. If temporary or final suspension is initiated by the supplier of the LMS - Instructure - that suspension will be attributed to the VU as if it were initiated by the VU.

#### **7. Termination**

- 7.1 The VU may terminate User's access to the LMS permanently if:
- User uses the in violation of this Terms of Use and fails to remedy the violation within 5 (five) days of the VU's notice;
  - User uses the LMS in violation of this Terms of Use and, in the VU's reasonable judgment, termination is necessary to protect VU, or any third party from operational, security, or other risk;
  - User's account has been suspended for 5 (five) days or more; or
  - User fails to comply with any other provision of this Agreement and does not remedy the failure within 5 (five) days of the VU's notice to User describing the failure; or
  - once User is no longer registered with VU's Student Information System or employed by VU. VU determines, in the VU's reasonable judgment, that immediate termination without notice is necessary to protect VU or any third party, including Instructure, from operational, security, financial or other risk. Upon termination, User must discontinue to use the LMS in every way.

**8. Liability**

- 8.1 All liability for any damage which might be incurred as a result of access to and use of the LMS including any damage resulting from the use of third party websites or applications offered through the LMS is excluded to the extent possible under applicable Dutch law. This limitation of liability applies to VU as well as its licensors, including Instructure.

**9. Notices**

- 9.1 User communications regarding the LMS should be sent to:

Vrije Universiteit Amsterdam  
Attn: IT Servicedesk  
De Boelelaan 1105  
1081 HV AMSTERDAM  
e-mail: servicedesk.it@vu.nl

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