TSLAC LMS Terms of Use

WELCOME!

Thank you for taking the time to review our Terms of Use. If you have any questions about your agreement with our terms (required when you create a user account in TSLAC's LMS), please send those to TSLAClearning@tsl.texas.gov

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Last update: April 2026

The following terms and conditions (the "Terms") govern your ("You" or "Your") use within TSLAC's Learning Management System (LMS). This TSLAC LMS Terms of Use statement provides information in the areas of:

- Agreement to Terms
- Your LMS Account
- Content and Intellectual Property
- Learning Code of Conduct
- Privacy Policy
- Storage of Personal Course Information

1. AUTHORIZED USERS

Access to and use of the LMS is limited to individuals who have been expressly authorized by TSLAC. To qualify as an authorized user, an individual must have completed the registration process and received valid login credentials and agreed to these Terms. Authorized user credentials are nontransferable. Sharing login credentials with any third party, including colleagues or coworkers not independently registered, is prohibited.

2. TERMS OF AGREEMENT

Your use of and initial registration in the LMS signifies Your agreement to these Terms. Accordingly, please read these Terms carefully before registering for or using the LMS.

Once You have agreed to these Terms, each subsequent use of the LMS that You initiate will be governed by these Terms (including changes to the Terms as described below). These terms may change at any time and you will be informed of any material changes to the Terms by email, a change notice posted on the TSLAC website, or any other means reasonably calculated to provide notice. Your continued use of the LMS signifies Your agreement to the changed Terms.

3. LMS USER ACCOUNT

To use the LMS, You must complete a registration form and create an account. As part of this registration process, You will be asked to submit certain personal information (including your full name, Library name, city, state and email address). After creating an account, You will have the ability to control privacy settings

for such features as email preferences and member profile. Additional privacy details are documented in the Privacy Policy section of these Terms. The LMS is intended for library workers in Texas public libraries and other related local government support staff. TSLAC may refuse registration of or cancel an account, at its discretion, at any time.

When You register for the LMS, You will create a password that You must use to access the learning content. You are responsible for maintaining the confidentiality of Your password(s) and any other account-identifying information and shall promptly notify TSLAC of any lost or stolen passwords or account information. You are responsible for all activities within the LMS that are initiated using Your password(s) or account information. TSLAC is not responsible for any loss or damage arising from Your failure to maintain the confidentiality of Your password(s) or account information.

4. USE OF THE LMS

Subject to these Terms, TSLAC grants You a nonexclusive, nontransferable license to use LMS learning content solely for Your internal or personal, noncommercial purposes of learning, teaching, research, and private study. The following activities are prohibited, and You agree not to engage in (or permit) such activities:

i. use of LMS content for commercial purposes or in any manner not authorized by these Terms or in any unlawful manner;
ii. use of bots, spiders, or other automated information-gathering devices or programming routines to "mine" or harvest material amounts of content from the LMS; or
iii. distribution, display, or disclosure of content from the LMS except to the extent reasonably incidental to the noncommercial purposes authorized by this Section.

5. FEES

Creation and use of an LMS account by an individual user is free of charge.

6. CONTENT AND INTELLECTUAL PROPERTY

To the extent you submit, upload, or otherwise provide content through or in the LMS (“user-submitted content”), you represent and warrant that you own or have the necessary rights to such content. You grant TSLAC a license to host, display, and distribute any user-submitted content.

TSLAC or its contractor responsible for hosting the LMS may remove user-submitted content from the LMS if either entity deems, in its sole discretion, the content to be inappropriate (meaning the material is or could be considered obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous, or in breach of any material comprising or incorporating intellectual property rights of a third party or otherwise violates these Terms).

Each User remains responsible for the accuracy and legality of any content the user submits, uploads, or otherwise provides through or in the LMS.

By submitting, uploading, or otherwise providing content through or in the LMS you grant TSLAC and its contractor responsible for hosting the LMS the right to access, copy, and otherwise use any material as

reasonably necessary for TSLAC to ensure compliance with these Terms and provide Users access to the LMS and for TSLAC's contractor to provide its hosting services.

7. TSLAC LEARNING CODE OF CONDUCT

TSLAC provides educational opportunities that foster the growth and development of Texas libraries and in turn, benefit all Texans.

We are deeply committed to providing learning opportunities that are welcoming and respectful for everyone.

Our learning events bring together diverse groups of individuals, so we ask that you take a moment to review and honor our code of conduct.

A. Help Create a Safe and Confidential Learning Space

Our learning events are spaces in which we encourage professional growth and personal reflection. While we cannot require confidentiality of conversations, we ask that you treat conversations with privacy and respect and refrain from sharing personally identifiable information without consent.

Please communicate respectfully, professionally, and truthfully, and refrain from offensive comments or actions about an individual's race, color, religion, sex, national origin, age, disability, physical appearance, body size, military status, or any other protected category.

B. Be Punctual and Engage Fully

Please be on time. Most of our events encourage interaction and we ask participants to contribute to discussions as this will enhance everyone's learning. Please try not to multi-task during events.

C. Refrain from Taking Photos and Recording and Do Not Use AI Notetakers

Participants may not take photos, record video or audio files, or use AI notetakers.

If we plan to photograph or record a session, we will inform everyone in advance. AI notetakers will be removed upon discovery.

We reserve the right to remove a participant from an event in response to disruptive or disrespectful behavior towards fellow participants, staff members, or presenters.

Thank you for supporting our efforts to create a welcoming and rewarding learning experience for everyone.

8. TSLAC PRIVACY POLICY AND STORAGE OF PERSONAL DATA

TSLAC will only use personal information provided by you to carry out our duties in providing this service or as may be required or authorized by law or court order. Please note that all information collected or maintained by TSLAC is subject to the provisions of the Public Information Act, Chapter 552 of the Texas Government Code.

9. STORAGE OF PERSONAL COURSE INFORMATION

Personal information provided by or pertaining to course attendees will be stored securely and will be used to administer your course programming. TSLAC and its contractors will take reasonable efforts to prevent the unauthorized access to or disclosure of all such information. TSLAC will use limited personal information for reporting usage of the LMS and its services. By signing up for the LMS, you are providing your written, informed consent for: (i) the collection, use, and storage of your personal information; and (ii) TSLAC's use of limited personal information for purposes of reporting as identified in this Section.

10. DISCLAIMERS AND LIMITATIONS OF LIABILITY

A. LMS services (and the content available therein) are provided on an "as is" and "as available" basis. TSLAC makes no warranties or representations, either express or implied, and disclaims all such warranties and representations with respect to the LMS services (and the content available therein), including, without limitation, the implied warranties of merchantability and fitness for any particular purpose.
B. TSLAC shall have no liability in connection with its handling of your content, including, without limitation, making any of your content available, failing to post or remove your content, withdrawing or deleting your content once posted, or modifying any of your content.
C. TSLAC and its licensors shall have no liability for indirect, incidental, consequential, or exemplary damages, whether based on contract, tort, or any other legal theory, and regardless of whether it/they foresaw or was/were advised of the possibility of such damages.
D. No advice or information, whether oral or written, obtained by you from TSLAC or through TSLAC services shall create any warranty or representation of any kind by TSLAC. These services are provided for informational purposes only. Nothing available via TSLAC services constitutes or shall be taken as professional advice, whether technical, financial, legal, or otherwise. The user is solely responsible for all technical, financial, legal, and other decisions made based on such information.

11. MISCELLANEOUS

A. You acknowledge that TSLAC or external content creators may provide You with links to websites or sources of content that are not under the control of and are not maintained by TSLAC. TSLAC is not responsible for and does not endorse or guarantee the content or services available to You through those links, nor can TSLAC verify the accuracy or privacy practices of such other sites or sources. Accordingly, You agree to pursue any claims You may have as a result of Your use of or reliance on such services or content solely against the relevant supplier.
B. User understands that User has no expectation of privacy in chats or other communications within the LMS platform.
C. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America without regard to principles of conflicts of law.