



**Legislative Information Notification
Update System – the state of Oregon’s
real-time Web based legislative bill
tracking system**

LINUS Agency Account Terms of Service

All use of LINUS accounts shall be subject to the following conditions and restrictions on the Department of Administrative Services’ (DAS) liability. These Terms of Service of DAS LINUS accounts are independent of, in addition to, and not in limitation of any agreement or contract established between DAS and any user of a LINUS account.

Each agency is responsible to identifying and maintaining at least one LINUS Agency System Administrator who will be given authority to configure LINUS for their agency specifications (i.e. users, division name, office name, user level of rights). The LINUS Agency System Administrator(s) will be expected to provide the first level of support. The agency is also responsible to create, modify and delete any user accounts. Failure to adhere to the Terms of Service agreement may be grounds for account revocation as determined by DAS.

1. Control of Content

No user has the right to rely on the confidentiality, or the preservation of the confidentiality, of any material the user places on the DAS systems. All systems within the state of Oregon are subject to applicable public record laws in accordance with ORS 192.001

2. User Responsibility for Abuse of Intellectual Property Rights

No person shall use a LINUS account, without previously obtaining the express written consent from the holder of such rights, to enter, send, broadcast or otherwise communicate information, data or material in which another person or entity has patent, copyright, or other proprietary interest. **Only employees of state agencies and their statutorily defined agents will be given access to the system.** It is the responsibility of the authorized user and the agency director in signing this agreement to restrict access to the system to only authorized users. The user shall be exclusively responsible for the content of any message the user places on the DAS systems, and shall indemnify, defend, and hold the state of Oregon, DAS, their officers and employees harmless from any claim, demand, copyright infringement, appropriation of proprietary rights, invasion of privacy, and defamation.

3. Warranties

DAS makes no warranty or representations, and expressly **DISCLAIMS ALL WARRANTIES** concerning the operation, maintenance or performance of DAS systems, including but not limited to warranties of merchantability or of fitness for a particular purpose of a LINUS account or any component thereof.

4. Responsibility for Damage and Losses

The user shall assume all risk associated with or arising out of the user's use of or access to a LINUS account, including but not limited to: (a) any damage to, or destruction, loss, alteration or impairment of, the user's hardware or software; (b) any damage to, or destruction, loss, alteration or impairment of, any material, data, message or information transmitted, received or accessed by the user; and (c) any result or consequence of the user's transmission, receipt or accessing of any material, data, message or information while using a LINUS account or any component thereof.

5. Account Owner Functions

As the account owner, you agree to review the above terms and conditions with anyone who has access to any LINUS account for which you are responsible.

6. Archive Procedures

DAS will perform backups nightly on agency entered tables. Restoration procedures will be arranged on OLIS information as needed.

7. LINUS Support

I. First Level of Support

LINUS Agency System Administrator

II. Second Level of Support - DAS Technology Support Center

Hours: Monday-Friday 8 a.m. - 5 p.m.

LINUS Support E-mail Address: Linus.SUPPORT@state.or.us

Phone: (503) 378-2135

Subject Line: LINUS Bug; LINUS Enhancement; LINUS Request

- When e-mailing about **bugs**, please include: Screen name; Field name; error message; browser type and version (e.g. Internet Explorer 6.0); action done to get error; description of bug; contact name; contact phone number; priority Level.
- When e-mailing about **enhancements**, please include: Screen name; Field name; description of enhancement and benefit; contact name; contact phone number.
- When e-mailing about **requests**, please include: contact name; contact phone number; agency name; description of request; date needed.

III. Third Level of Support

As assigned by the DAS Technology Support Center

LINUS ListServ

http://listsmart.osl.state.or.us/mailman/listinfo/linus_admin

By signing this document, I represent my agency's agreement and adherence, in consideration for the privilege of using the state of Oregon's Legislative Information Notification Update System (LINUS) through the Department of Administrative Services, to the terms and conditions as specified in this document, as may be revised from time to time.

Agency Director or Agency Authorized Rep.

Agency

Agency Director/Authorized Rep. Signature

Date

Agency Primary LINUS Administrator

Fax this completed form to:
LINUS Support
Technology Support Center
Department of Administrative Services
(503) 378-5543