Terms of Use

Agreement to Terms | Protopia | Ask a Lynx

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These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Rhodes College (“we,” “us” or “our” or “company”), concerning your access to and use of our website as well as any other media form, media channel, or communication facilitated by, linked to, or otherwise connected thereto (collectively, the “Site” or “Services”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use and our Privacy Policy. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

Eligibility and Consent

To use the Services, you agree that you are at least 18 years of age or the age of majority in your jurisdiction, whichever is greater, and are fully able and competent to enter into, and comply with, these

Terms. If you are accessing and using the Services on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms. In that situation, “you” and “your” will refer to both you and that entity.

Your Rights and Limitations

The Site reserves the right to limit your use of the Services, including your ability to submit or respond to questions from other users. The Site reserves the right to restrict or terminate your access if the Site believes that you may be in breach of these Terms. The Site, in its sole discretion, also reserves the right to remove content you submitted that the Site determines to be abusive, harassing, or in violation of a third party’s intellectual property rights.

Availability

The Site may change or abandon any of its Services at any time without notice. We do not promise to store or display any information or content that you have shared. We have no obligation to store, maintain, or provide a copy of any content or information except as required by applicable law.

Intellectual Property

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or our affiliates, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

All Marks, product names and logos appearing on the Site are property of their respective owners. The Services may contain links to third party websites, advertisements, services, offers, activities or other content (collectively, “Third Party Materials”). These Third-Party Materials are not owned or controlled by the Site, and we will use commercially reasonable efforts to remove questionable links.

These Third-Party Materials are provided for your reference and convenience only, and do not imply any endorsement, sponsorship, or recommendation by the Site. Third Party Materials may be subject to their own privacy policies and terms of use that explain and govern your use of those Third-Party Materials.

User Generated Contributions

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, “Contributions”).

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.

You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.

Your Contributions are not false, inaccurate, or misleading.

Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.

Your Contributions do not violate any applicable law, regulation, or rule.

Your Contributions do not violate the privacy or publicity rights of any third party.

Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.

Your Contributions do not violate any federal or state law.

Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

Contribution License

By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable and related to the contribution, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Limited License to the Site

Subject to your compliance with these Terms, we hereby grant you, as a User, a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services for your personal and informational use only.

Third-Party Websites and Content

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties

("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

Accuracy of Information

The Site makes no representation or warranty about the accuracy or suitability of the information submitted by Users or other information displayed on the Properties or provided through the Services. We use commercially reasonable efforts to promptly update any incorrect information displayed on the Properties, when we are notified or otherwise become aware of such inaccuracy.

Privacy Policy

We care about data privacy and security. Please review our Privacy Policies: Website Privacy | Rhodes College and Data Privacy | Rhodes College. By using the Site, you agree to be bound by our Privacy Policies, which is incorporated into these Terms of Use.

We do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

Digital Millennium Copyright Act (DMCA) Notice and Policy

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify our

Designated Copyright Agent using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

Dispute Resolution

The laws of the State of Tennessee will govern these Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating legal action. Such informal negotiations commence upon written notice from one Party to the other Party.

If the Parties are unable to resolve a Dispute through informal negotiations, all remedies in law or equity are available to the Parties to endorse the terms of these Terms of Use and/or resolve a breach by either Party. In the event of any equitable or legal action, each Party shall bear its own fees and costs. The Parties agree that the venue for any court action shall be Shelby County, Tennessee.

Disclaimer

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE

DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RISK(S) ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. NEITHER THE SITE NOR ANY OTHER PARTY INVOLVED IN THE SERVICES WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE SITE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (E) THE USE OF OR INABILITY TO USE THE SERVICES; OR (F) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF THE SITE AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE TERMS AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR INTERACTIONS WITH ANY OTHER USERS EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO

THE SITE BY YOU ACCORDING TO THE TERMS, OR ONE HUNDRED US DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our affiliates, all of our respective officers, agents, partners, and employees, and other Users of the Site from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Electronic Communications, Transactions, and Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Termination

Both you and the Site may terminate these Terms at any time without notice to the other party. Upon termination, you lose the right to access or use of the Services. Once received, Rhodes will submit a data

deletion request to Protopia and your data will be deleted from the system no later than 30 days following the request.

Miscellaneous Terms

These Terms, and any rights and licenses granted hereunder, may be transferred or assigned by you only with the Site's prior written consent, but may be assigned by the Site without restriction and without notice to you.

These Terms constitute the entire agreement between you and the Site concerning the Services and supersede all prior or contemporaneous communications of any kind between you and the Site with respect to the Services. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, and the remainder of these Terms shall remain in full force and effect.

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Site's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

We reserve the right to modify, restrict access to, or discontinue the Services (or any portion of the Services), temporarily or permanently, with or without notice to you, and we are not obligated to support or update the Services. Unless explicitly stated otherwise, any new features that result in a change to current Services shall be subject to these Terms.

Neither these Terms nor the Privacy Policy create any right of action on the part of any third party, except for the Site and suppliers or others who are party to written agreements with us explicitly giving them third party beneficiary rights.

Contact Us

If you have questions about these Terms, please contact us by email at askalynx@askalynx.rhodes.edu.

Code of Conduct

This code of conduct outlines our expectations for participants within our community, as well as steps to reporting unacceptable behavior. We are committed to providing a welcoming and inspiring community for all and expect our code of conduct to be honored. Anyone who violates this code of conduct may be banned from the community.

Our community strives to:

Be friendly.

Be welcoming: We strive to be a community that welcomes and supports people of all backgrounds and identities. This includes, but is not limited to members of any race, ethnicity, culture, national origin, color, immigration status, social and economic class, educational level, sex, sexual orientation, gender identity and expression, age, size, family status, political belief, religion, and mental and physical ability.

Be respectful: It's important to remember that a community where people feel uncomfortable or threatened is not a productive one. Not all of us will agree all the time, but disagreement is no excuse for poor behavior and poor manners. The strength of our community comes from its diversity, including people from a wide range of backgrounds. Different people will have different perspectives and views. Being unable to understand why someone holds a viewpoint does not mean that they are wrong.

Be careful in the words that we choose: We are a community of professionals, and we conduct ourselves professionally. Be kind to others. Do not insult or put down other participants. Harassment and other exclusionary behavior are not acceptable. This includes, but is not limited to:

– Violent threats or language directed against another person.

– Discriminatory jokes and language.

– Posting sexually explicit or violent material.

– Posting (or threatening to post) other people's personally identifying information.

– Personal insults, especially those using racist or sexist terms.

– Unwelcome sexual attention.

– Advocating for, or encouraging, any of the above behavior.

– Repeated harassment of others.

This code is not exhaustive or complete. It serves to distill our common understanding of a collaborative, shared environment, and goals. We expect it to be followed in spirit as much as in the letter.

Reporting Issues

If you experience or witness unacceptable behavior—or have any other concerns—please report it by contacting us via askalynx@askalynx.rhodes.edu. All reports will be handled with discretion.

In your report please include:

– Your contact information.

– Names (real, nicknames, or pseudonyms) of any individuals involved. If there are additional witnesses, please include them as well. Your account of what occurred, and if you believe the incident is ongoing. If there is a publicly available record, please include a link.

– Any additional information that may be helpful.

After filing a report, a representative will contact you personally, review the incident, follow up with any additional questions, and make a decision as to how to respond. If the person who is harassing you is part of the response team, they will recuse themselves from handling your incident. If the complaint originates from a member of the response team, it will be handled by a different member of the response team. We will respect confidentiality requests for the purpose of protecting victims of abuse.