

Cornell University Student Assembly

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Type of Action:	Recommendation
Status/Result:	New Business

S.A. Resolution #61

Demanding Cornell Fight for Fair Terms for the Remote Services its Community is Required to Use

ABSTRACT: Because of the coronavirus pandemic, students and instructors are required to use tools like Zoom and CASHNet. Despite privacy and security risks, both services mandate that users waive their right to sue in court or as part of a class action. Cornell must contact third-party vendors and fight to ensure their terms do not strip these essential legal rights. If Cornell cannot negotiate the removal of unfair terms from a service, it must commit to provide legal support for anyone harmed by use of that service.

Sponsored by: Lucas Smith '22

Whereas, The GPSA is currently considering a resolution to demand Cornell fight for fair terms for remote services members of the Cornell community are required to use.i

Whereas, the Student Assembly holds a shared interest with the GPSA in calling for the University to advocate for and protect students from adverse consequences associated with University related use of remote services.

Whereas, in Resolution 3 of the 2019–2020 term the GPSA recognized the harmful nature of user terms that mandate arbitration and ban class action in disputes with third-party vendors, and in particular the Bursar’s CASHNet service for bill pay.ii

Whereas, the president declined to act on that resolution and highlighted the alternative payment options available for Cornell community members who do not want to agree to those terms.iii

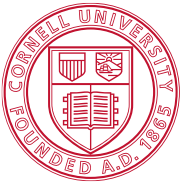
Whereas, with the onset of the coronavirus pandemic the Bursar has suspended in-person payment and they “strongly encourage paying your bill on line via CASHNet,” with only wire transfers and check payments by mail as alternatives.iv

Whereas, while the president’s response noted that “many vendors are unwilling to create special terms and conditions in exchange for providing a targeted service,” the president told the GPSA that Cornell made no attempt to contact CASHNet and have those terms changed.v

Whereas, on 10 March 2020 Cornell announced a move to virtual instruction starting 6 April 2020, explicitly mentioning the Zoom virtual meeting service as a principle remote access technology.vi

Whereas, Zoom is the University’s only synchronous remote instruction tool, making its use by students and instructors implicitly required where it is not explicitly required.vii

Whereas, item twenty of Zoom’s terms mandates arbitration and ban class action.viii



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46 **Whereas**, these terms are especially troubling given Zoom’s access to the audio and video recording
47 functions on personal devices and its history of privacy and security problems so severe^{e,ix,x}
48 that some organizations are banning its use^{e,xi,xii,xiii}
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50 **Whereas**, the required use of Zoom by students and instructors poses them a significant privacy
51 and security risk while stripping them of meaningful legal recourse if Zoom’s purposeful or
52 negligent actions lead to their harm.
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54 **Be it therefore resolved**, Cornell must use its influence as an institutional customer to actually
55 contact third-party services like CASHNet and Zoom and request fair terms for its
56 community.
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58 **Be it therefore resolved**, Cornell must create resources to support community members in legal
59 challenges resulting from required use of third party services and publicize such resources to
60 every member of the community.
61

62 **Be it therefore resolved**, Cornell collaborate with Cornell Law School to provide legal assistance
63 and resources for any community members adversely affected by the use of required third
64 party services.
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66 **Be it further resolved**, Cornell must commit to fund the legal challenges of any community
67 member harmed by their required use of third party services that ban legal recourse through
68 public courts or class action.
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70 **Respectfully Submitted,**
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72 Lucas Smith ‘22

73 *College of Agriculture and Life Sciences Representative, Student Assembly*

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75 *(Reviewed by: Executive Committee, 5-0-0, 04-14-2020)*

i <https://assembly.cornell.edu/resolutions/gpsa-r16-demanding-cornell-fight-fair-terms-remote-services-its-community-required-use>

ii <https://assembly.cornell.edu/resolutions/gpsa-r3-demanding-mandatory-arbitration-and-class-action-bans-be-removed-cashnet-and>

iii <https://assembly.cornell.edu/resolution-actions/gpsa-r3-demanding-mandatory-arbitration-and-class-action-bans-be-removed-2>

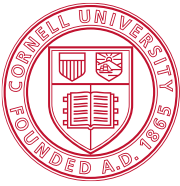
iv <https://www.dfa.cornell.edu/bursar/students-parents/paying-your-bill>

v <https://assembly.cornell.edu/meetings/cornell-university-graduate-and-professional-student-assembly-meeting-03022020-0530pm>

vi <https://statements.cornell.edu/2020/20200310-coronavirus-update.cfm>

vii <https://teaching.cornell.edu/teaching-resources/planning-remote-teaching>

viii “Agreement to Arbitrate; Waiver of Class Action. If You are located in the United States, You agree to resolve disputes only on an individual basis, through arbitration pursuant to the provisions of Exhibit B. The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney



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general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.”—<https://zoom.us/terms/> (emphasis original)

ix One Zoom vulnerability patched in July 2020 “could force Mac users that have (or ever had) Zoom installed on their device to join Zoom meetings with their cameras automatically activated.”—

<https://www.vox.com/recode/2020/3/31/21201019/zoom-coronavirus-privacy-hacks>

x On April 1, 2020, “another security researcher found two new bugs that can be used to take over a Zoom user’s Mac, including tapping into the webcam and microphone.”—<https://techcrunch.com/2020/04/01/zoom-doom/amp/>

xi New York City has banned public schools from using Zoom after they “received reports of issues that impact the security and privacy of the platform during the credentialing process.”—

<https://chalkbeat.org/posts/ny/2020/04/04/nyc-forbids-schools-from-using-zoom-for-remote-learning-after-privacy-concerns-emerge/>

xii “SpaceX has banned its employees from using video-conferencing app Zoom, citing “significant privacy and security concerns””—<https://www.aljazeera.com/ajimpact/spacex-bans-video-conferencing-app-zoom-privacy-concerns-200402011458917.html>

xiii An anticipated response to this point is that Cornell’s self-hosting of Zoom conferencing relays mitigates the privacy concerns special to Zoom’s own relays. In actuality this only mitigates some of those privacy concerns—since “user and meeting metadata [including the encryption keys used to protect video and audio!] are still managed in the Zoom public cloud”—and mitigates *none* of the security concerns, which are mostly to do with the Zoom desktop and mobile applications.—<https://support.zoom.us/hc/en-us/articles/360034064852-Zoom-On-Premise-Deployment>