

## WESTFIELD WASHINGTON PUBLIC LIBRARY

### INTERNET ACCEPTABLE USE POLICY AGREEMENT

**In Consideration of the Library customer's ("customers" or patrons") use of the Internet access available through the Westfield Washington Public Library ("Library"), the Library customer acknowledges and agrees to the following terms, conditions and rules:**

- 1. USE OF THE INTERNET IS A PRIVILEGE EXTENDED BY THE LIBRARY AND IS UNCONDITIONAL. ACCESS MAY BE DENIED OR WITHDRAWN** in the event any library customer fails to meet the then existing rules and policy conditions. This policy agreement or rules may be modified or amended at any time and from time to time. Any modification, amendment or rule change shall become immediately effective upon posting and shall apply to all Internet use by the customers thereafter. Our Internet connection is through the Westfield-Washington schools and is subject to their filters and firewalls.
2. Internet access is available to only those library customers who are in good standing with the library, as well as non-residents at least 18 years old with valid identification, and who read, agree to and follow the procedures outlined in this policy. "In good standing" means a current Westfield Washington Public Library card with no overdue materials, fines less than \$10.00, and a signed acknowledgement of this policy agreement on file with the library.
3. Due to the limited number of stations available, access will be granted on a first come/first served basis. Customers using a station for over 30 minutes may be asked to relinquish their station when other customers are waiting.
4. Access to the Internet, including personally established E-mail accounts, is provided.
5. Minors under the age of 18 who are Westfield Washington Public Library cardholders may use the library's Internet stations only if a parent or guardian has read, accepted and also signed acknowledgement of this policy agreement on the minor's behalf. The Library feels it is the responsibility of the parents, stepparents and guardians to monitor and guide their own children in the use of the library computers and the Internet. A signed WWS Internet access form does not extend privileges to the Westfield Washington Public Library.
6. The library board reserves the right to set and enforce rules concerning the use of and access to the Internet stations, including the right to limit the number of persons at an individual work station. No more than two people at a time may be at a workstation.
7. The library and its staff reserve the right to inspect or observe the use of library equipment and resources for purposes of enforcing this Internet policy.
8. Staff will assist customers with Internet use only when staff time allows.

9. Although there is no charge for use of the Internet stations, there will be a printing charge of ten cents per page for black and white or twenty-five cents per page for color.
10. Any goods or services purchased via the Internet are the sole responsibility of the library customer.
11. Users must respect all copyright laws and licensing agreements pertaining to software, files, or other resources obtained via the Westfield Washington Public Library Internet connection.
12. The Westfield Washington Public Library Internet connection is NOT to be used for solicitation, advertisement, or for any other commercial purposes.
13. Westfield Washington Public Library reserves the right to review any materials stored in files to which Westfield Washington Public Library users have access, and will remove any materials that, in its opinion, do not comply with this document.
14. The use of library computing resources is a privilege and is subject to the following rules and restrictions. The following intentional actions are considered unacceptable and may result in loss of computer privileges, library privileges and/or prosecution by local, state or federal authorities in the case of illegal acts.
  - a. Accessing, transmitting, uploading, downloading, or distributing material or language that is pornographic, abusive, defamatory, sexually explicit, obscene, child pornography, harmful to minors or any material that is intended to harass or alarm another person.
  - b. Engaging in any illegal activities using the library computers or networks.
  - c. Violation of another person's privacy
  - d. Vandalizing, damaging, modifying or disabling library computers, networks, software, electronic resources or any property
  - e. Attempting to gain unauthorized access to any computing, information, or communication devices.
  - f. Unauthorized copying of copyright or other protected material.
  - g. Disrupting others' use of computer resources in any way.
15. The Internet is a public global electronic network without governmental control of its users or content. Library staff may suggest the use of INSPIRE and other established and reputable websites, but the library is not responsible for the reliability or quality of information found on the Internet. The Internet may contain material of a controversial nature, including sexually explicit material. The Library, including its officers, board members, and employees, are not responsible for any usage by customer or the minor child of any parent or guardian granting their child or ward permission to use the Internet from witnessing or exposure to such material, whether through inadvertence or otherwise.
16. The library assumes no liability for any loss or damage to the user's data or for any damage or injury arising from invasion of privacy in the user's computer account, programs, or files. The user agrees to hold harmless and indemnify the

- Westfield Washington Public Library, its directors, officers, employees or agents from and against all damages, costs, or expenses for the inappropriate use or violations of this policy by the user.
17. The library reserves the right to amend this policy at any time without notice to the user.
  18. Any unauthorized use of Internet logons and passwords will result in indefinite loss of Internet and/or library privileges.
  19. The Westfield Washington Public Library Staff will comply with law enforcement when supplied with legal subpoena or warrant and customer shall be deemed to have waived any right to object or claim against the library for such compliance even though such subpoena or warrant is later found to be defective.
  20. The Library Director shall make all initial determinations of what constitutes unlawful, indecent or malicious activities. Such determination shall be the Library Director's sole discretion; however any customer or proper guardian of a minor user may appeal the decision of the Library Director to the Westfield Washington Public Library Board for review. The decision of the Board of Trustees shall be final. During any review process the customer shall be restricted from such use.

The Library provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without appropriate protection. This can be true of connections made through a wireless network, a cable modem, dial-up access or otherwise.

### **Wireless Network**

Patrons must provide their own computer to connect to the Westfield Washington Public Library's public wireless hotspots. The Library will provide a limited number of wireless network cards, which may be needed to access the wireless network. Technical support will not be available to users. Users of the wireless hotspots are subject to the terms of the Library's Internet Acceptable Use Policy. A library card is not needed to use the wireless network; however, online registration will be required upon logging in. The library cannot guarantee the privacy or safety of data and communications while using either wired or wireless services. Patrons need to be aware that wireless networks are inherently insecure and it is strongly recommended that they secure their computers with firewall software and data encryption. The Westfield Washington Public Library specifically disclaims any liability for unauthorized third-party security breaches or the results thereof. The Westfield Washington Public Library provides access to the Wireless Network and Wireless Network Cards on an "as is" basis with all risks inherent in such access. By connecting to the Westfield Washington Public Library's wireless network or using the library provided wireless network cards, the user acknowledges the risks associated with public access to the Internet, wireless network cards, and the wireless network and hereby releases and indemnifies the Westfield Washington Public Library, its officers, board members, and employees from any damages that might occur as a result of such use.

