

Region of Waterloo Library Internet Use Agreement

Part A – USING THE INTERNET AND DEVICES

Acceptable Use Policy

1. This Acceptable Use Policy provides certain specific terms and conditions that relate to the use of the Service and which you, as the User, must comply with in order to use the Service.
2. By connecting to the Internet through this internet service via a hardwired connection, Wi-Fi connection and/or portable Wi-Fi hotspot device, through a public computing device provided by The Regional Municipality of Waterloo (the “Region”) and/or my own computing device (the “Service”), you, as the “User” agree to be bound by all aspects of this Acceptable Use Policy as set out below. The Acceptable Use Policy may be updated or modified at any time and it is your responsibility to review the policy before use of the Service.

Personal Use Only

3. The Service is provided for personal, incidental use from within Region of Waterloo Library (the “Library”) locations, which is owned and operated by the Region, or in the case of a portable Wi-Fi hotspot, pursuant to your loan agreement with the Library. The Service is not to be used for any commercial or business purpose whatsoever.

No Obligation to Provide Services or Assistance

4. The Service is provided as a convenience to patrons of the Library and there is absolutely no expressed or implied warranty that Service will be available at any given time at any specific facility.

Use of Content

5. You acknowledge and accept that some content, products and services available with or through the Service may be offensive or may not comply with applicable laws. The Region has implemented web content filtering for children users under the age of 16 in order to help restrict access to certain categories of content which could be considered offensive by patrons of the Library’s facilities. You accept and acknowledge that while the Region has implemented web content filtering for children under the age of 16, that offensive and illegal Internet content may still be available through the Service and that the Region in no way guarantees or warrants that the Services will be free of such content. You also agree and acknowledge that that the Region has no obligation to monitor your use of the service and have no control over such use. You assume total responsibility and risk for access to and use of Internet content and for use of the Service. The Region assumes no liability whatsoever for any claims of losses arising out of or otherwise relating to access to or use of the Service.

Privacy

6. The User acknowledges and agrees that the computer workstations and the public wireless network are provided in a public area, therefore privacy is not guaranteed. Others may involuntarily be exposed to material displayed on your computer monitor. Users are asked to respect the privacy of others when using the Library's internet connections. All computer users are expected to use headphones when accessing sound files within the Library.

Security

7. The Library's wired and wireless access network is an unsecured connection to the internet and visitors to the Library use this network at their own risk. Users of the public wireless network are responsible for ensuring that their device, if using a non-public device, is equipped with up-to-date security software.

Part B – PROHIBITED USE & SUSPENSION OF USE

Unacceptable Use of Service

8. The user shall not themselves use the Service nor shall the User allow anyone to use the Service for any unacceptable use, including, without limiting the generality of the foregoing, the following:

(i) invasion of another person's privacy; misrepresent oneself by posing as another User; unlawfully promote or incite hatred; unlawfully use, possess, post, transmit or disseminate obscene, profane, hateful, terrorist or child pornographic material;

(ii) post, transmit, distribute, disseminate, upload or download content which is unlawful, threatening, harassing, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule or regulation;

(iii) access any computer systems, software, data or any confidential, copyright protected or patent protected material or personal information of any other person without the knowledge and consent of such person; make unauthorized attempts to gain access to any account or computer resource not belonging to the User or otherwise gain unauthorized access to alter or destroy any information of another person by any means or device;

(iv) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material which is confidential, protected by copyright or other intellectual, property or proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder;

- (v) disrupt the Region's network, directly or indirectly, use the Service to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of the products or services of the Region or the Internet, including, without limitation, knowingly posting or transmitting any information or software which contains a virus, loc, key, bomb, worm, Trojan horse or other harmful, debilitating or disruptive feature;
- (vi) send unsolicited e-mail (engage in "spamming"), send large quantities of unwanted or unsolicited e-mail messages (engage in "mail bombing"), attempt to overload a system (engage in "flooding"), participate in broadcast attacks, interfere howsoever with service to or by any user, host or network, engage in counterfeit, subterfuge or malicious activities, make inappropriate posting to new groups, send false commercial messages or engage in any other abuse of e-mail or news group servers or otherwise interfere howsoever with the provision by the Region of any of its services;
- (vii) violate any system or network security measures including engaging in unauthorized access or use of the Region's network, data or information;
- (viii) use, intend or attempt to use, or allow the use of the Service contrary to any municipal, provincial, federal or international law, order, rule or regulation;
- (ix) use any of the Service contrary to the decisions, orders, policies or other requirements of the Canadian Radio-television and Telecommunication Commission or of any other regulatory body with jurisdiction over the Service or the Region;
- (x) engage in any activity which the Region advise you, in the sole and unfettered discretion of the Region, similar to any of the foregoing or is reasonably and generally regarded in the industry to be an unacceptable use of telecommunications services or is otherwise unacceptable use of the Service.
- (xi) altering the code of any Region owned or licenced software or any other action that would offend any applicable intellectual property laws.
- (xii) engage in any action that would damage, subvert, alter, or interfere with any of the Region owned, licenced or leased hardware used to operate the Service;
- (xiii) in using the Service, obey all applicable federal, provincial, and municipal laws, including without limitation provisions of the Criminal Code.

Suspension and Termination of Services

9. If the User is at any time in breach of the requirements of this Acceptable Use Policy, the User agrees that the Region may immediately and without notice, and in addition to all other rights and remedies at law and in equity, suspend the supply of any or all Service to the User. Service suspended pursuant to this Section may be resumed at the sole and absolute discretion of the Region upon the User no longer being in breach of any of the requirements of this Acceptable Use Policy. Continued breach of the requirements of this Acceptable Use Policy may result in a permanent termination of the Service in the sole and absolute discretion of the Region.

PART C – USE BY CHILDREN

10. Library staff are not responsible for supervising or restricting children’s use of the Service. As with other library materials, children’s access to the Internet and other electronic resources is the responsibility of parents and guardians. Parents are strongly encouraged to supervise their child’s Internet sessions, and to inform the child if there are resources they don’t want the child to access. The Library does not act in place or in absence of a parent, and is not responsible for supervising children or for enforcing any restrictions which a parent or guardian may place on a minor’s use of this All users aged 18 years and older will be assigned adult computers only. Children under the age of 18 will be assigned either child computers, or adult computers, based on the choice indicated by their parent/guardian on the Children’s Choice of Internet Access Form. Parents/Guardians have the right to rescind Internet Service privileges for any child under the age of 18, and shall notify Library staff of this rescindment so that staff may make the appropriate adjustments to the child’s user account.

No child under the age of 16 shall be permitted to borrow portable Wi-Fi hotspot devices from the Library, unless such child is permitted to do so by their parent/guardian, only if that parent or guardian has themselves borrowed the Wi-Fi hotspot device from the Library using their own Library card.

Agreement to be Bound

11. By clicking “ACCEPT” or by using the Service, you acknowledge that you have read this Acceptable Use Policy understand it, and agree to be bound by its Terms and Conditions. You agree that this Acceptable Use Policy constitutes the complete and exclusive agreement between you and the Region with respect to the subject matter hereof and that this Acceptable Use Policy supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Region.

I ACCEPT
