

---

## INTERNET ACCEPTABLE USE POLICY AGREEMENT

---

In consideration of customers (“customers” or “patrons”) use of internet access available through the Westfield Washington Public Library (“Library”), the patron acknowledges and agrees to the following terms, conditions and rules:

1. USE OF THE INTERNET IS A PRIVILEGE EXTENDED BY THE LIBRARY AND IS CONDITIONAL. ACCESS MAY BE DENIED OR WITHDRAWN in the event any library customer fails to meet the then existing rules and policy conditions. The Library Board of Trustees reserves the right to set and enforce rules concerning the use of and access to Internet stations. 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.
2. Internet access is available to all library customers, as well as non-residents, who read, agree to and follow the procedures outlined in this policy.
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. It is the responsibility of parents and other guardians to monitor and guide their own children in the use of the library computers and the Internet.
5. 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.
6. Staff will assist customers with Internet use only when staff time allows.
7. 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.
8. Any goods or services purchased via the Internet are the sole responsibility of the library customer.
9. Users must respect all copyright laws and licensing agreements pertaining to software, files, or other resources obtained via the Library’s Internet connection.
10. 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.
  1. 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.
  2. Engaging in any illegal activities using the library computers or networks.
  3. Violation of another person’s privacy.
  4. Vandalizing, damaging, modifying or disabling library computers, networks, software, electronic resources or any property.
  5. Attempting to gain unauthorized access to any computing, information, or communication devices.
  6. Unauthorized copying of copyright or other protected material.

- Disrupting others' use of computer resources in any way.
11. 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, is 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.
  12. 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.
  13. Any unauthorized use of Internet logons and passwords will result in indefinite loss of Internet and/or library privileges.
  14. 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.
  15. 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 Library Board for review. The decision of the Library Board shall be final. During any review process the customer shall be restricted from such use.
  16. The Library's wireless network is available for patrons to use with their own devices. Users of the wireless network are subject to the terms of the Library's Internet Acceptable Use Policy. Technical support may or may not be available to users subject to the current staffing.
  17. 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 an open wireless network is inherently insecure, and it is strongly recommended that they make use of security software and procedures. By connecting to the Library's wireless network, the user acknowledges the risks associated with public access to the Internet and the wireless network and hereby releases and indemnifies the Library, its officers, board members, and employees from any damages that might occur as a result of such use.
  18. The Library specifically disclaims any liability for unauthorized third-party security breaches or the results thereof.