

andrew johnson Today, 9:38 AM

CAMPUS NETWORK AND INTERNET ACCESS ACCEPTABLE USE AGREEMENT - Jan 03, 2001

In an effort to provide useful and efficient service to our users and to ensure the reliability and security of our network, North Central Michigan College (herein afterwards referred to as the "College") has established a set of standards for user-conduct. All users should read and sign this Acceptable Use Policy and should note that failure to abide by this policy may result in their service being canceled, or other actions.

Acceptable Use:

Use of this network is a student and faculty PRIVILEGE, not a right. The Internet services provided to network and Internet users are for the communication and exchange of professional, educational, and governmental information in support of educational research, development, and dissemination of such educational information. To a very minor extent, network and Internet users may use the service for the pursuit and use of recreational information (see below, "Unacceptable Use") as determined by the College's network and Internet access administrators.

Unacceptable Use:

Users may not use the network and Internet services provided by the College or any other service on the Internet to engage in activity that violates local, state, federal or international law or that is intended to obscure illegal activity. Game playing that compromises the integrity or the load of the network service is prohibited. Other emerging recreational games that inhibit legitimate educational and research use by attached users will be prohibited at the discretion of the networks and Internet access administrators. Users may not submit or distribute materials that are considered illegal to possess, or the distribution of which would violate the legitimate rights of its owner or licensee, or which are not considered consistent with accepted community standards. Users may not engage in any actions or distribute any materials or information that would potentially compromise the integrity of the network or computing systems or cause unnecessary loading of the network or computing systems. The College network and Internet access administrators will be the sole determiners of what is considered to be unacceptable. Users may not engage in any activity that might compromise the confidentiality of electronic mail or other information not intended for general consumption. Users may not distribute any unsolicited advertising except in certain mail lists or news groups where such activity is considered acceptable. Users may not engage in any activities defined by the College's network and Internet access administrators as activities intended to harass or stalk other users on this system or on other systems interconnected by the Internet. This includes unacceptable e-mail and chat activities. The network and Internet access services provided by the College are of the exclusive use of its users and may not be shared by or transferred to other parties. You, as user of this account, are responsible for all actions and electronic transactions committed under its login name.

Conditions:

Use of network and Internet access services provided by the College constitutes acceptance of this policy statement.

The College reserves the right to determine which specific practices are considered acceptable and which are not and to modify its acceptable use policy.

MichNet Policies - August 8, 2003

Dear North Central Michigan College Student, Faculty, and Staff Users:

We welcome you as an Internet user for both modem dial-up and direct (on-campus network) connections to the Internet to pursue education-related information as either a student or as a faculty/staff member here at North Central Michigan College. The main purpose of making this service available is to support the College's educational mission by providing you with instant access to powerful information tools. With that access comes a responsibility to use this tool in an acceptable and appropriate manner.

In addition to the North Central Acceptable Use Policy and Terms of Use Policy that we require you to sign before we can provide Internet service, we also ask that you read and acknowledge, by your signature, the following MichNet Acceptable Use Policy. Merit/MichNet is the educational Internet service provider (ISP) for North Central Michigan College and hundreds of other colleges, universities, K-12 schools, and libraries throughout Michigan, parts of the United States, and other countries. Please sign at the end of the MichNet Acceptable Use Policy. Thank you.

This Policy is a guide to the acceptable use of Merit network facilities and services (Services). Any Member or Affiliate organization or individual connected to Merit's network (MichNet) in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used.

Each Member and Affiliate organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy or an equivalent policy. In addition, each Member and Affiliate is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this policy govern all use of the Services, including any unsupervised anonymous network access offered by Members or Affiliates. The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

1. Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
2. Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
3. Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
5. The Services may not be used in ways that violate applicable laws or regulations.
6. The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to MichNet.
7. Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
8. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, news groups and similar environments if advertising is explicitly allowed in that environment.
9. Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.

The intent of this policy is to identify certain types of uses that are not appropriate, but this policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, Merit may at any time make a determination that a particular use is not appropriate.

Merit will not monitor or judge the content of information transmitted via the Services, but will investigate complaints of possible inappropriate use. In the course of investigating complaints, Merit staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy and in

Merit's Privacy Policy. Merit will only release sensitive, confidential or personally identifiable information to third parties when required by law, or when in Merit's judgment, release is required to prevent serious injury or harm that could result from violation of this policy.

Remedial Action

When Merit learns of possible inappropriate use, Merit staff will notify the Member or Affiliate responsible, who must take immediate remedial action and inform Merit of its action. Merit will assist the Member or Affiliate in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Member or Affiliate implements remedial action promptly, Merit will take no further action. If Merit is unable to contact the Member or Affiliate, or if the Member or Affiliate is unable to implement remedial action, Merit reserves the right to pursue remedial action independently. Wherever possible, Merit will pursue remedial action with the least impact to the overall service for the Member or Affiliate.

Should the situation be considered an emergency, and Merit deems it necessary to prevent further inappropriate activity, Merit may temporarily disconnect a Member or Affiliate from MichNet. An emergency is defined as: "Serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious ongoing denial of service attacks."

If temporary disconnection is deemed necessary by Merit staff, every effort will be made to inform the Member or Affiliate prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.

Any determination of inappropriate use serious enough to require disconnection shall be promptly communicated to every member of the Merit Board of Directors through an established means of publication.

North Central Campus Network and Internet Access Form - Last Revised: December 1, 2003

North Central's campus network and Internet access is an information delivery service for students, faculty, and staff of North Central Michigan College (hereafter known as the "College"). The College also chooses to share this service with its student and faculty in its service area of Emmet, Cheboygan, Otsego, and Charlevoix counties. With the exclusion of specific materials produced by the network's operators, we are not responsible for the content or nature of the information you receive. Some of the material available over the Internet may be offensive to some people, not consistent with community standards or not suitable for children. Use of any information obtained through North Central's campus network and/or Internet access is at your own risk, North Central Michigan College and its campus network/Internet service will abide by local legal standards concerning pornography.

Use of and access to the campus network and the Internet is a student and faculty PRIVILEGE, not a right. Therefore, it is understood:

1. That the use of the campus network and the Internet is a privilege that may be revoked by the administrators of the system at any time for abusive conduct. Such conduct would include, but not be limited to, the placing of unlawful information on the system, and the use of obscene, abusive, or otherwise objectionable language in either public or private messages upon registration of complaint. The administrators, respectively, of the campus network and the Internet service access will be the sole arbiter of what constitutes obscene, abusive, or objectionable language.
2. The administration of the college reserves the right to review any material stored in files.
3. That all information services and features contained on this network are intended for the private use of its student and faculty patrons, and any commercial or unauthorized use of those materials in any form is expressly forbidden.
4. That all information contained on North Central's network and the Internet is placed here of the general informational and education purpose and is, in no way, intended to refer to or be applicable to any specific person, case, or situation.

5. That the College does not warrant that the functions of this system will meet any specific service or operational requirements or expectations that you may have: nor that it will be error-free or uninterrupted: nor shall it be liable for any indirect, incidental, or consequential damages (including lost data, information, or profits) sustained or incurred in connection with the use, operation, or inability to use the system.

6. To abide by such rules and regulations of system usage as may be promulgated from time to time by the administrators, respectively, of the campus network and the Internet service access.

7. All users of the network will release the College, its operators, information/network suppliers, employees, attorneys, agents, and any institutions with which North Central Michigan College is affiliated for any and all claims of any nature arising from your use, or inability to use, the campus network and its Internet access.

8. The administrators, respectively, of the campus network and the Internet service access may alter or cancel this agreement and/or certain services with you at its discretion.

9. That as user, YOU are responsible for the use and password security of this account. The user will not allow others access to this account. The user is responsible for all actions committed under this account.

10. That as user, YOU agree to follow the ACCEPTABLE USE AGREEMENT signed by you when applying for this account, which governs YOUR use of YOUR account on the Internet and computer terminals attached to North Central Michigan College.

NORTH CENTRAL MICHIGAN COLLEGE MAKES NO WARRANTIES OF ANY KIND, Whether EXPRESSED OR IMPLIED, FOR THE SERVICE YOU RECEIVE. WE ALSO DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR DAMAGE YOU SUFFER DUE TO LOSS OF SERVICE, FAILURE TO DELIVER INFORMATION, CORRUPTION OF INFORMATION OR CONTENT OF INFORMATION YOU RECEIVE, Whether CAUSED BY OUR NEGLIGENCE OR YOUR OWN ERRORS.

This network and Internet access may only be used for lawful purposes. You may not use the services provided by this network or any other service on the Internet to engage in activity that violates local, state, federal or international law or which is intended to obscure illegal activity.

Your use of other network services through the College's network and its Internet access must comply with the rules of those networks and computing systems. You may terminate your service at any time. The administrators, respectively, of the campus network and the Internet service access reserve the right to change these terms or conditions by notifying you in advance of the effective date of any changes

The services provided by the College are for the exclusive use of its users and may not be shared by or transferred to other parties. You, as user of this account, are responsible for all actions and electronic transactions committed under its login name.

Use of the campus network and its Internet access constitutes acceptance of these terms and conditions and your acceptance of the network acceptable use policy.

These terms and conditions supersede all previous oral, written, or electronic statements and may be revised or replaced at any time by notifying you in advance of the changes.