

Internet/Library Computer Access – Public

(created 10/15/2002; revised 03/15/2005; revised 07/17/2019)

The McHenry Public Library District (MPLD or the Library) offers free, publicly accessible computers (to include desktop computers, laptops, Chromebooks, Macbooks and tablets) and Internet access as one of its service goals and seeks to provide equitable and fair access for all patrons. Providing public access also helps fulfill the Library's role as a free access information provider as outlined in its Material Selection Policy, and is in accord with the Library's endorsement of ALA's *Library Bill of Rights* and the *Freedom to Read Statement*. Each time a patron uses a Library computer/Internet access, s/he essentially enters into an agreement to conform to the rules and regulations of computer use/Internet access.

MPLD reserves the right to limit/restrict access regarding the number of available library computers and Internet Access by several methods if necessary:

- by demand and available bandwidth
- by cardholder type, restrictions placed by parent/guardian, fine/fee limits
- limiting a patron's computer and/or Internet session lengths

Additionally, patrons may be restricted/banned from the computer and/or Internet use due to abuse of access policies/procedures or content access on an individual basis.

Internet Access, Filtering, and Content Validity

The Library upholds and affirms the right of each individual to have access to constitutionally protected material, regardless of age but concurrently affirms the right and responsibility of parents to determine and monitor their children's use of library materials/services. The Library does place third-party content filtering hardware/software on computers to help block objectionable sites. If a patron is blocked from a site needed for doing valid homework or research, staff will assist them in gaining access to those sites. Ultimately, parents have the sole responsibility for allowing, teaching, guiding and monitoring their minor children's use of computers and/or Internet.

Information and resources available on the Internet enhance those already available in the Library. The content, accuracy/validity, and currency of the resources available through the Internet are the responsibility of their originators or producers, and the Library cannot guarantee the quality of information that it has not produced and published on its web pages. Library staff will help users evaluate information found on the Internet but ultimately patrons must use their own discretion when accessing the Internet and using information obtained from it.

Basic Rules Governing Internet Access

In order to provide equitable and fair access to all users, the Library enacts the following rules for patrons using the Internet-accessible library computers. Noncompliance with these rules will result in termination/restriction/suspension of library computer access for a period of time to be determined by policy and staff.

- Only one person on a library computer at a time; except for parental guidance.
- Patrons will treat library computers/equipment with respect.
- Access to all library computers is available on a first-come, first-served basis. Patrons will not obstruct access to adjacent computers or otherwise deny access to others.
- Patrons will respect the privacy of other users.
- Patrons will not engage in any illegal activities while using any computers and/or Internet access.
- Patrons will refrain from using computers/Internet for any purpose which results in discomfort or harassment of other users.
- According to Illinois Compiled Statutes (720 ILCS 5/11-20.1), patrons accessing child pornography or [obscene] materials over the Internet are subject to immediate suspension of computer and/or Internet access and possible prosecution.
- Patrons will not damage, add, delete or modify installed hardware or software.
- Youth under age 18 will only have access to filtered Internet stations unless accompanied by a parent or legal guardian and based on availability.
- Patrons over age 18 (proof of age required) may request unfiltered Internet access. The Library reserves the right to limit this service to one Internet-accessible computer.
- The Library is not responsible for damage to patron's equipment or loss of data, direct or indirect, resulting from a patron's use of the Internet or computer.
- Patrons who use the library's Internet access to engage in transactions that involve the disclosure of personal information and/or the transfer of money, do so at their own risk.
- Staff shall not conduct business for library patrons.

Files are deleted automatically from each computer and should be saved on the patron's portable media or printed out prior to ending the session on the computer. However, patrons should be proactive in deleting personal files saved/ downloaded to the computer themselves during their session as a matter of course.

Use of Laptops/Wireless Internet Access

The Library provides wireless Internet access during normal Library hours of service. These services are bound by the same rules and guidelines governing the use of traditional Library Internet and computer usage.

Additional Laptop Use Guidelines:

- The Library has designed the wireless network or "hotspot" to reduce chances of "hacking," and ensure data privacy and virus security. However, risks still exist with any wireless network. For that reason, patrons expressly agree that they knowingly assume such risk, and further agree to hold McHenry Public Library District harmless from any claim or loss arising out of or related to hacking or other unauthorized use of or access to computers and data accessing the Library's wireless network. *Library staff will not change/modify any setting on patrons' personal laptops.*
- The Library cannot guarantee that an individual's computer will be able to access the wireless network. The MPLD encourages the installation of up-to-date virus protection software and accepts no responsibility for any software downloaded and/or installed, an e-mail opened, or sites accessed while using the wireless network connection. Any damage to equipment or data from viruses, plug-ins or other Internet-borne programs is the sole responsibility of the patron.

Wireless Access Agreement: (ULA – User Licensing Agreement)

The Wireless Access Service is a free public service provided by the Library. Your access to the Service is completely at the discretion of the Library, and this access may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for the MPLD, citizens of McHenry, disruption of access to other Users or networks, and violation of applicable laws or regulations. The Library may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time. At the present time, the ULA (User Licensing Agreement) does not populate when a user logs onto the Service because of software/hardware issues with various equipment (cell phones, Apple laptops, iPads, etc.), so acceptance of the Service is implied.

Acceptable Use of the Service

The Library supports the free flow of information and ideas over the Internet. Your access to the Service is conditioned on legal and appropriate use of the Service. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of the MPLD or any third party.

The use of the Service for the following activities is prohibited:

Spamming and Invasion of Privacy Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy. Intellectual Property Right Violations Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including, but not limited to, patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party. Obscene or Indecent Speech or Materials Using the Library's WiFi network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. The Library will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors. Defamatory or Abusive Language Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another. Forging of Headers. Forging or misrepresenting message headers, whether in whole or in part to mask the originator of the message.

Hacking

Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity. Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pingging, flooding, mail-bombing, or denial of service attacks or like matters. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment. Facilitating a Violation of this Agreement of Use Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the

facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.

Export Control Violations

The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders. Other Illegal Activities Using the Service in violation of applicable local, state and federal laws and regulations, including, but not limited to, advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

Resale

The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale. Agent to Receive Notification of Copyright Infringement Claims The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials made available by and hosted on the Service infringes your copyright, you (or your agent) may send the Library's Designated Agent a notice requesting that the item, information or material be removed, or access to it blocked. You can contact the McHenry Public Library District at (815) 385-0036.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may travel through the Service; (iii) that McHenry Public Library District does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that the McHenry Public Library District's ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY,

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No Consequential Damages

UNDER NO CIRCUMSTANCES WILL THE McHenry Public Library District, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT THE McHenry Public Library District MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$1. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Attorney's Fees

In the event of any legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs. Governing Law This agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.

Venue

Venue for any legal action by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for McHenry, Illinois.

Indemnity

You agree to indemnify and hold harmless McHenry Public Library District, its and their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights, or a violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that the Library may assert under this Agreement or by law.

Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. McHenry Public Library District's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede the Library's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by the Library with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and the McHenry Public Library District with respect to its subject matter and supersedes all prior writings or understanding.