

# **Boys & Girls Club of Zionsville, Inc.**

## **COMPUTER USAGE AND INTERNET POLICY AND AGREEMENT**

The Boys & Girls Club of Zionsville, Inc. (the Club) is pleased to offer members of the Club the use of our computers for Internet access and other general program needs. In order to participate, members and their parents or legal guardians must read and agree to follow the terms and conditions of the below contract.

As access to the Internet will enable members to explore libraries, databases and other sites while researching subjects; parents should be warned that some material accessible via the Internet may contain items that are illegal, defamatory, and inaccurate or potentially offensive to some people. While the Club's intent is to make Internet access fun and educational, members may find ways to access materials that may be considered objectionable in the community. Nevertheless, the Club believes that the benefits to members exceed the disadvantages. Ultimately, parents are responsible for setting and conveying appropriate standards for their children to follow when accessing media and information resources. As such, the Club, its board of directors, employees and volunteers are immune from all legal action resulting from access decisions made by members or their families.

### RULES

1. Only members with signed agreement forms on file at the Club will have access to the computers.
2. A general Club rule for behavior and communication applies at all times. Use of the computer is a privilege, not a right. Access is given to members who agree to act in a considerate and responsible manner and access can be restricted or denied for inappropriate behavior.
3. The Club reserves the right to review all files and communications to maintain system integrity and insure that all members are acting responsibly. Members should not expect that files stored on these computers are private.
4. Members will not send or display offensive messages or pictures, use obscene language, or harass, insult or attack others. Specifically, members will not knowingly access, upload, download or distribute or attempt to knowingly access, upload, download or distribute pornographic, obscene or sexually explicit materials. Members will not transmit or attempt to transmit obscene, abusive or sexually explicit language. Members will not violate or attempt to violate any local, state or federal statute, or any rule, regulation or policy. Members will not interfere or attempt to interfere with the lawful activities of any individual, business or organization in any manner. The Club may be required to report any such activities to the proper legal authorities. The Club reserves the right to view, copy, intercept, or block the transmission of any type of material or communication which does not conform to this policy, and may use any such material or communication in the investigation of any violation of this agreement, or any disciplinary actions or proceedings against the member which might result in the member's violation of this policy.
5. Members will not use the feature of e-mail.
6. Members will not intentionally damage the computers, computer system or computer network in any way.

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7. Members will not violate copyright laws.
8. Members will not at any time access files or messages using another person's password without the permission from that person. Misuse of names and passwords can result in the cancellation of network privileges. Malicious attempts to harm or destroy data of another member, the Internet or any agency or organization connected to the Internet in any manner, including the loading of computer viruses or worms are prohibited.
9. Members will not employ the computers, network or access for commercial purposes or financial gains.
10. Members will not provide addresses, photographs, phone numbers or personal contact information to someone they meet on the Internet. Under no circumstance is a member to physically meet, or invite a person encountered online to visit the Club.

### **DISCIPLINARY POLICY**

Members agree that violations of this agreement, as discretionarily determined by the Club staff, may result in loss of access privileges. While acknowledging that accidents happen, members are encouraged to report accidental access of inappropriate sites or information. Such incidents are subject to the Club's staffs discretion, will not merit disciplinary action. Upon initial violation, members will receive a verbal warning. A second offense will merit a written warning to the member and his/her parents. Subsequent offense will require a parental meeting and as determined by the staff may result in loss of access privileges. The Club, its Board of Directors, employees and volunteers, in their official capacity are not liable for any damage, harm or injury caused by individuals who violate this agreement.

### **GENERAL POINTS OF POLICY**

The Club retains ownership and control of its networks, computers, peripheral hardware and software at all times. All electronic data may be monitored without member permission of knowledge. The Club respects and supports the parental/guardian decision as to whether to permit access through Club computers. Members will be provided access to alternative educational and recreational materials if parents/guardians do not authorize computer use at the Club.

The Club makes no warranties of any kind, whether expressed or implied, for the information gained through the Internet. The Club cannot be held responsible for any damages resulting from delay and service interruptions. Use of information obtained through the Internet is at the member's own risk. The Club specifically denies any responsibility for the accuracy or quality of the information obtained through the Internet.

The Club's policy is that the cost of any materials used by a member in using the Internet is the responsibility of the member, or the parent/guardian authorizing the member's access. This authorization extends to any financial obligation that may be incurred when utilizing The Club's computers as a source for goods or services. In no circumstances will the Club be liable for any unauthorized purchases made using accounts secured through equipment owned by the Club.

Signatures on the agreement are legally binding and indicate that the parties who sign have read the terms and conditions carefully, understand the significance of them and agree to abide by the policy terms and conditions.

## INTERNET USE & AGREEMENT POLICY

### Member Portion

As a valid member of the Boys & Girls Club of Zionsville, Inc. (The Club), I agree that:

1. I have received and read the Internet use and agreement policy, understand its terms and agree to abide by them. I know that I am responsible for the use of my identification and password. I understand that I have no privacy expectation in any file or communication on the Club's computers.
2. I understand that if my behavior violates any of the rules set forth in the Internet use and agreement policy as determined the Club staff members and volunteers, I may be subject to discipline and/or lose my access privileges.

Member Signature

Date

### Parent/Guardian Portion

As the parent or legal guardian of the member signing above, I agree that:

1. I have read the Internet use & Agreement policy, understand its terms and realize the risks of Internet access.
2. I understand that individuals and families may be held liable for violations under this policy. Further, I realize that some materials on the Internet may be objectionable, and I accept responsibility for guidance of Internet use, setting and conveying standards for my son/daughter to follow when selecting, sharing or exploring information and media. I acknowledge that I will not hold the Club, its Board of Directors, staff and volunteers, in their official or personal capacity, liable for any materials acquired on the Internet. I further accept as my full responsibility the actions of my son/daughter.

I hereby permit my son/daughter to access the Internet and computers of the Boys & Girls Club of Zionsville, Inc. I realize that I may revoke this permission at any time by submitting a written revocation to a staff member of The Club.

Parent / Guardian Signature

Date