

region16.net Acceptable Use Policy (“AUP”)

Introduction

By using service(s) provided by region16.net (including, but not necessarily limited to, Internet Services and videoconferencing), you agree to comply with this AUP. This AUP may be revised from time to time and your use of region16.net after changes to the AUP are posted on Region 16’s web site at <http://www.esc16.net> shall constitute your acceptance of any changed or additional terms of the AUP. Region 16 shall notify you of these changes via e-mail.

You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. Region 16 Education Service Center (Region 16 ESC) expects you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses that must be avoided.

Failure to observe the guidelines set forth in this AUP may result in Region 16 ESC taking actions anywhere from a warning to a suspension of privileges or termination of your service(s). If possible, Region 16 ESC will provide you with advance written notice of an AUP violation and request that such violation be immediately corrected. However, Region 16 ESC reserves the right to act immediately and without notice to suspend or terminate service(s) in response to a violation of this AUP, a court order or other legal requirement that certain conduct be stopped or when region16.net determines, in its sole discretion, that the conduct may (1) expose Region 16 ESC to sanctions, prosecution or civil action, (2) cause harm to or interfere with the integrity or normal operations of region16.net (3) materially or repeatedly interfere with another person’s use of region16.net service(s) or the Internet or (4) otherwise present a risk of harm to Region 16 ESC and/or region16.net, their customers, employees, officers, directors, agents, etc.

Region 16 ESC’s decisions with respect to interpretation of the AUP and appropriate remedial actions by Region 16 ESC are final. Region 16 ESC may refer suspected violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Region 16 shall also cooperate with school districts through their respective school boards or superintendent when requested to do so in their investigations of suspected illegal or improper use of the services provided by Region 16 and/or region16.net. Region 16 ESC shall not be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from Region 16 ESC’s exercise of its rights under this AUP.

General Information

Routing and Connecting Equipment:

The overall network performance of region16.net is due in part to the performance and configuration of any networking device attached to the network. The staff at Region 16 ESC maintains most local routers and router configurations, but for those routers not maintained by Region 16 ESC, it is important that proposed changes be reported to Region 16 ESC to assure compatibility prior to the change. Reciprocally, changes affecting customers will be communicated to customers. Connection equipment and fees are the responsibility of individual clients. It is recommended that local clients purchase and maintain appropriate maintenance agreements in order to repair or replace defective or damaged equipment located at the client's site. (e.g., Cisco SmartNet agreements).

Telecommunication Lines:

When required, Region 16 ESC will work with phone companies to troubleshoot telecommunication lines.

Videoconference Equipment:

It is the responsibility of the client to maintain all videoconference equipment located at the client's site.

Internet Access:

Internet access and email accounts through region16.net will be maintained only for those individuals who are paid employees or officials of a client organization and are subject to use as outlined by the Acceptable Use guidelines below.

Responsibility for Use of the Network:

It shall be the responsibility of the client organization to address the issue of acceptable use with their users and to encourage them to abide by their local policies. Region 16 ESC will make reasonable attempts to establish boundaries of what is considered acceptable use of the region16.net network for clients by enforcing policies and providing general supervision. Region 16 ESC shall not be held responsible for direct supervision of any user while they are using the network.

Region 16 ESC shall not be held responsible for the quality, appropriateness, or validity of any information obtained from the Internet. Safeguards are available to help filter out inappropriate materials, but they are not foolproof. It is strongly recommended that access to network services only be given to officials, employees, and students of a client organization who agree to act in a considerate and responsible manner and, in the case of student users, who have parental permission to access those services. Because there is no absolute way to prevent access to information that is clearly inappropriate for users, local clients should develop policies that establish the necessary responsibilities for users.

General Use Policy

This AUP is intended to provide you with a set of guidelines you must follow in your use of region16.net. Rather than have a myriad of different AUPs for each service, this single AUP applies to multiple region16.net services. Some provisions of this AUP may not be applicable to all service(s). This AUP will be interpreted in the context of the intended use of the service(s) at issue.

You are responsible for avoiding the prohibited activities and following the AUP set forth herein. You are also responsible for the actions of others who may be using the service(s) under your account. Region 16 ESC does not, as an ordinary practice, proactively monitor the activities of those who use its service(s) to ensure that its users comply with this AUP and/or the law, though it reserves the right to do so. If Region 16 ESC is alerted to violations or potential violations of this AUP, however, it will take whatever measures it deems necessary and appropriate to stop or prevent those violations, including the actions described in this AUP. Region 16 may cooperate at its discretion with school districts through their respective school boards and superintendents when they are investigating possible violations of their own AUPs.

Abuse of e-Mail/Spamming

The service(s) you receive from region16.net may include the ability to send and receive electronic mail ("e-Mail"). Mass electronic messages and "mail-bombing" (sending mass e-Mail or deliberately sending very large attachments to one recipient) are prohibited. Forging e-Mail headers (transmission information) is prohibited. Using another computer, without authorization, to send multiple e-Mail messages or to retransmit e-Mail messages for the purpose of misleading recipients as to the origin of the message(s) is prohibited. Use of electronic mail to harass or intimidate others is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-Mail, is a violation of this AUP and is not permissible, such violations are determined by Region 16 ESC in its sole discretion.

Export Control Violations

Exporting encryption software over the Internet or otherwise, to points outside the United States, is prohibited.

Facilitating a Violation of this AUP

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP. This includes the facilitation of the means to spam, initiation of pingging, flooding, mail bombing, denial of service attacks, and piracy of software.

Illegal Activity/Tortuous Conduct

Activities that involve use of services provided by Region 16 or region16.net and that violate any local, state or federal law or regulation, also violate this AUP. Prohibited activities include, but are not limited to:

- transmitting any defamatory, libelous, fraudulent, deceptive indecent, offensive or obscene materials;
- using the service(s) to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.);
- intentionally spreading computer viruses;
- gaining unauthorized access to private networks;
- engaging in the transmission of pirated software;
- conducting or participating in illegal gambling, soliciting for illegal pyramid schemes through electronic mail or USENET postings.
- violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the service(s);
- using Region 16 services or region16.net to threaten, harass, abuse, or intimidate others; or
- creating or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, or harassing.

Infringement of Intellectual Property Rights

You are prohibited from publishing, submitting, copying, uploading, posting, transmitting, reproducing, stealing, infringing on, or distributing information, software, or other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consents to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through region16.net.

The region16.net copyright information can be found at
<http://www.esc16.net/default.aspx?name=About.Copyright>

Network Security

It is your responsibility to ensure the security of your network and the machines that connect to region16.net service(s). You are responsible for ensuring that your users use region16.net service(s) in an appropriate manner. You should take all necessary steps to manage the use of region16.net service(s) in such a way that network abuse is minimized. Violations of system or network security are prohibited, and contracts and services of serious or repeat offenders will be terminated.

Examples of system or network security violations include, but are not limited to the following:

- Failing to secure your system against abuse. You are responsible for configuring and securing your services to prevent damage to region16.net and/or the disruption of service(s) to other customers. You are responsible if unknown third parties utilize your services at any time for the purpose of illegally distributing licensed software. It is your responsibility to ensure that your network and/or computer are configured in a secure manner, and to take corrective actions on vulnerable or exploited systems to prevent continued abuse. You may not, through action or inaction, allow others to use your network for illegal or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines or the agreement for the service(s) you have purchased;
- Knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Hacking - breaking the security on any computer network or accessing an account that does not belong to you. This includes, but is not limited to, unauthorized access to, or use of, data, systems or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network. This would include use of sniffers or SNMP tools.
- Attempting to obtain another user's account password.

Other Activities

You are prohibited from engaging in any other activity, illegal or not, that Region 16 ESC determines in its sole discretion, to be harmful to its clients, operations, network, reputation, goodwill, or customer relations.

Responsibility for Content

Region 16 ESC takes no responsibility for any material created or accessible on or through region16.net. Region 16 is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Region 16 ESC becomes aware that any such material may violate this AUP and/or expose Region 16 ESC to civil or criminal liability, Region 16 ESC reserves the right to block access to such material and suspend or terminate any client creating, storing or disseminating such material. Region 16 ESC further reserves the right to conduct research into possible violations of this AUP or other laws or regulations, and to cooperate with legal authorities in the investigation of alleged wrongdoing, including disclosing the identity of clients to the legal authorities.

Third Party Rules; Usenet

You may have access through region16.net to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP.

Web Hosting

Region 16 ESC performs routine surveillance of region16.net in connection with its web hosting and related services. Although Region 16 ESC will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which Region 16 ESC, through its routine surveillance finds violations of this AUP, and reserves the right to take whatever action it deems appropriate in its sole discretion.

Contact Information

Unless otherwise agreed in writing signed by Region 16 ESC and its client, any notification that Region 16 ESC sends to you pursuant to this AUP may be in writing to your address of record, or via e-Mail to the e-Mail address on file with Region 16. You must respond in a timely manner to complaints concerning misuse of the service(s) obtained through region16.net. Failure to responsibly manage the use of the service(s) obtained from Region 16 ESC may be cause for termination of service(s).

Abuse

Any party seeking to report a violation of this AUP may contact us via e-Mail at webmaster@region16.net.

Disclaimer:

Region 16 ESC assumes no liability for any direct or indirect damages arising from the user's connection to the Internet. Region 16 ESC merely facilitates the accessing and dissemination of information through its systems. Users are solely responsible for any material that they access and disseminate. Region 16 ESC disclaims all liability for losses due to failures of technology, intrusion, or acts of nature. School districts agree to hold Region 16 ESC harmless to the maximum extent permitted by law from any action involving the district's or its employees' illegal or improper use of the services covered by this AUP.

I have read and accept the terms of the region16.net Wide Area Network Acceptable Use Policy.

Signature of Superintendent

Date

School District

Superintendent E-mail address