

## NSU TERMS AND CONDITIONS OF INTERNET USE

These Terms and Conditions of Use contain legal obligations. Please take the time to read them carefully.

NSU maintains a Wi-Fi and wired communications network, including but not limited to the “Guest” Network, (collectively the “NSU Network”) and makes it available for public use. The following Terms and Conditions of Use apply to all users of the NSU Network:

1. Acceptance of the Terms and Conditions of Use. By using the NSU Network, users acknowledge that he or she has reviewed and accepted, without qualification, to be bound by and comply with these Terms and Conditions of Use and any other NSU guidelines or policies. If a user does not accept these Terms and Conditions of Use, the user is not authorized to use the NSU Network.

NSU may amend the Terms and Conditions of Use in its sole discretion by posting the changes herein and within applicable NSU policies and guidelines. Use of the NSU Network, after a change has been posted herein or implemented within an NSU policy or guidelines, constitutes acceptance of the changed terms. If a user does not desire to accept modified Terms and Conditions of Use, the sole remedy is to refrain from using the NSU Network.

2. User Obligations. Use of the NSU Network is subject to compliance with these Terms and Conditions of Use. All users of the NSU Network agree that these resources will be used in a responsible, courteous, and lawful manner consistent with the libraries’ mission and all computer and internet related rules and regulations including, but not limited to, the following:

- a) Using computer and internet resources in compliance with the applicable NSU Library Code of Conduct and all applicable NSU policies, available for review in their entirety at: <http://sherman.library.nova.edu/sites/policies/>.
- b) Using computer and internet resources for research, cultural, educational, informational or recreational purposes only, not for illegal or unauthorized purposes.
- c) Complying with all local, state and federal laws, including but not limited to that governing intellectual property, computer-related crimes, electronic communications and fraud and abuse.
- d) Refraining from using NSU computer and internet resources in an illegal and/or inappropriate way. Inappropriate use of computers includes, but is not limited to: viewing inappropriate websites, using the internet for illegal purposes or displaying, sending or printing obscene materials. Illegal use of computers includes gambling, viewing child pornography, children viewing any type of sexually explicit sites and adults viewing sexually explicit sites with children or in areas of the library frequented by children.
- e) Refraining from using NSU computer and internet resources in such a way that is fraudulent, abusive, threatening, harassing, disruptive, hostile or intimidating.
- f) Respecting the privacy of other library patrons, NSU employees and/or NSU students by not monitoring or interfering with their use of NSU computers and the internet, nor attempting to access, use or modify another’s passwords, data or files.

- g) Complying with the guidelines of and laws governing any network or site to which the computer user may connect.
- h) Refraining from accessing any other computer system without authorization.
- i) Refraining from damaging computer equipment, software or data belonging to NSU or of other users, of which includes the files on NSU computer hard drives.
- j) Refraining from attempting to circumvent any NSU data protection or security measure.
- k) Refraining from use which disrupts or modifies network services, including but not limited to distributing computer viruses, installing or using encryption software or blocking communication lines within a computer system or the NSU network.
- l) Refraining from using NSU computer and internet networks as an Internet Service Provider by reselling, sharing or otherwise redistributing NSU internet service or any portion thereof to a third party in any manner.

### 3. Suspension and Termination.

Depending on the severity of an offense and any pattern of behavior, Library users found in violation of these policies may be: asked to provide identification to Library staff and/or NSU campus security, directed to leave the premises, suspended from use of the Library computers and/or internet for a period of time or indefinitely, suspended from access to all NSU Library facilities for a period of time, suspended from access to all NSU Library facilities indefinitely with refusal of future access and/or reported to the appropriate authorities. Disciplinary or legal action may be taken in accordance with applicable local, state or federal law. If a person defies an order personally communicated by an authorized library employee or a Public Safety Officer not to enter the library or not to remain in the library for failure to comply with the Code of Conduct, said person is subject to arrest for trespass pursuant to Florida Statute 810.09.

Parents and/or designated guardians are personally responsible for supervising and/or creating restrictions for their child or children's use of NSU computers and/or internet. NSU is not responsible for minors who visit NSU libraries and utilize NSU computers and/or internet access without a parent or designated guardian.

### 4. User Warranties, Representations and Indemnifications.

Users warrant and represent that they will use the NSU Network only in accordance with these Terms and Conditions of Use and that they will take reasonable measure to protect their personal information.

Users agree to indemnify, hold harmless, and, at the sole discretion of NSU, defend or pay for an attorney selected by NSU to defend NSU, at all times hereafter, from and against any claims, demands, causes of action, losses, liability or expenditures of any kind or nature, including all costs, expense and attorneys' fees, arising out of, accruing or resulting from use of the NSU Network and any and all software and equipment. The indemnifications shall survive the expiration or termination of this agreement.

## 5. Disclaimers and Limitation of NSU Liability.

Users agree that NSU Network service and computers are not guaranteed to be always available, errorless and uninterrupted. The NSU computer and internet network is not private or secure. Users are solely responsible for the transfer of secure, private or sensitive information, including but not limited to credit cards, social security numbers or bank account information. NSU computer and internet users access the internet at their own risk. Any and all internet network services provided are provided “as is, as available and without all faults,” without warranties of any kind, either expressed or implied, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose(s), other than warranties that cannot be legally disclaimed.

A computer user is solely responsible for any third-party content or material that the user may use or access using the NSU network. A computer user is solely responsible for evaluation of the accuracy and completeness of any information, services or materials provided through the NSU Network or on the internet. NSU is not responsible for any material contained on third-party internet services or webpages. The provision of internet at NSU Libraries does not constitute any endorsement by NSU.

NSU assumes no responsibility for and has no direct, indirect or consequential liability related to the use of any material and information that is transferred, downloaded or accessed via the NSU Network. NSU assumes no responsibility for any damage caused by such to a user’s computer system or data on a user’s computer system, including but not limited to any damage caused by a virus or spyware that accesses another’s computer over the NSU Network.

A computer user’s ability to connect to and/or access another computer system through NSU equipment does not imply a right to connect to or make use of those systems unless specifically authorized by the operators of those systems.

## 6. Terms and Termination.

NSU, with or without notice, reserves the right to suspend or terminate use of NSU computers or the NSU internet network if the computer or network is used in an illegal capacity. NSU also reserves the right to suspend or terminate use of NSU computers or the NSU computer network in order to prevent or minimize harm to the NSU network.

NSU reserves all rights to suspend or terminate these Terms and Conditions of Use in whole or in part, at any time, and with or without prior notice to users.

## 7. Governing Law.

These Terms and Conditions of Use shall be interpreted and construed in accordance with the laws of the State of Florida. Use of the NSU Network constitutes your consent to personal jurisdiction in Broward County and the Seventeenth Judicial Circuit Court of Broward County, Florida for any controversy or lawsuit arising out of, or resulting from use of, the NSU Network. The exclusive venue for any claim or lawsuit arising from your use of the NSU Network or these

Terms and Conditions of Use shall be the state courts of the Seventeenth Judicial Circuit Court of Broward County, Florida.