



TECHNOLOGY RESOURCES

TERMS & CONDITIONS OF USE POLICY

Preamble

The Eastern Regional Libraries Corporation provides public access free of charge to technology resources within its library branches. These technology resources are made available in a public environment for the benefit and enjoyment of all library Members.

These terms and conditions apply to all wireless networks, internet services, and computers and computer-related equipment being used on any of the premises of the Eastern Regional Libraries Corporation.

Members accessing technology resources in any Corporation premises must agree to the following terms and conditions of use.

Disclaimer

Under no circumstances shall the Eastern Regional Libraries Corporation, nor individual library staff members, be liable for any direct, indirect, incidental, exemplary or consequential damages (including, but not limited to, loss of data, use, or profits, or interruption, or safety of equipment) however caused and on any theory of liability (including negligence or otherwise) arising in any way out of the use of the wireless network, internet service, all computer and computer-related equipment being used on any of the premises of the Eastern Regional Libraries Corporation, even if advised of the possibility of such damage.

Release

By using the Eastern Regional Libraries Corporation wireless networks, internet services, computers and computer-related equipment, Members release and discharge the Eastern Regional Libraries Corporation from any liability which might arise from the use of the service including liability in relation to defamatory or offensive material or any breach of copyright which may occur as a result of use.

Members should be aware that the downloading of illegal information, defamatory or offensive material or any breach of copyright from the Internet could lead to prosecution.

The Eastern Regional Libraries Corporation does not represent, warrant and/or guarantee that the wireless network, internet service, all computer and computer-related equipment are free of errors, virus, interception or interference.

Infringements

Any infringement of these terms and conditions may lead to:

- denial of access to the Corporation's technology resources;
- being asked to leave and/or escorted from the premises;
- exclusion from the Corporation's premises for a period set by the Corporation;
- referral to an appropriate legal authority .

Local Law 2000

1. Any person on library premises is subject to the authority of the Librarian or an Authorised Officer.
2. Any person on library premises must abide by the provisions of the Local Law.
3. The Librarian or an Authorised Officer may at such times as are deemed fit by that officer:
 - close the library premises or any part thereof for any purposes or **temporarily suspend admission or service or clear the premises of any person for any purpose**; or
 - **refuse admission or service to any person who**, in the opinion of the Librarian or Authorised Officer, **is causing or likely to cause offence, risk or intrusion upon any other person or property** on the library premises.

General

1. Access to all Eastern Regional Libraries Corporation (the Corporation) technology services (including wireless networks, internet services, all computer and computer-related equipment) is via library membership.
2. A parent or guardian must register as guarantor for Members under 18 years of age. This is done when Members sign the membership application form.
3. Members must not engage in any activity that interferes with the ability of other Members to use the library and its resources.
4. Members must not use the Corporation's Internet access to view, print, distribute, display, send or receive images, or graphics of material that violates laws relating to child pornography.
5. Members must not knowingly exhibit or display any material which is harmful to minors in its content, or material that is obscene in any place of public accommodation where minors are or may be present and where minors are able to view the material.
6. Members are responsible for complying with copyright, censorship and other laws and must observe all applicable Federal, State and Local Laws.
7. The Corporation's technology resources must not be used for any illegal, unauthorized or dangerous purpose and must be used in accordance with Victorian and Commonwealth of Australia laws, and the policies and by-laws of the Corporation. This includes processing or copying information that in any way breaches or infringes copyright, patents or any other intellectual property rights.
8. The Corporation's technology resources must not be used to defame; libel; ridicule; or disparage any person or organization. It must not be used to access or display material that is discriminatory or otherwise inappropriate.
9. The Corporation's technology resources must not be used to access material that may be considered offensive to other library users. The Branch Manager, or his/her delegate, is entitled to make a determination of what constitutes offensive material.
10. The Corporation does not endorse the viewpoints presented, or vouch for the accuracy of the available information from the Internet and does not take responsibility for the content or quality of information retrieved from the Internet.
11. The Corporation assumes no responsibility and no liability for any loss or damage incurred by anyone using the Corporation's technology resources. This includes any loss or harm incurred by a patron from giving personal or financial information across the Corporation's network and the Internet. ERL does not guarantee the safety of any passwords used and Members are advised that they are in a shared network environment.
12. The Corporation is not responsible for any damage caused to hardware or software due to electric surges, security issues or consequences caused by viruses or hacking.
13. The Corporation reserves the right to change the policies and by-laws relating to the use of the Corporation's technology resources at any time without notice.
14. The Corporation's technology services are designed to be provided in public places, and because the Corporation does not use filtering software on its public network, usage is monitored by staff for activity that is causing or likely to cause offence, risk or intrusion upon any other person or property on the library premises and/or is a breach of these terms and conditions.

Software /Hardware

1. Members must not load their own or any other software onto Corporation equipment.
2. Members must not damage Corporation equipment.
3. Members must not alter Corporation software. This includes adding, deleting or changing anything on the Corporation's computer equipment.
4. The Corporation is not responsible for equipment malfunction, damage to user disks, and/or "jump or flash" drives, data, or electronic transactions of any type.

Public PCs - Internet or Other Use

1. Access is available during library opening hours and bookings are advised.
2. Bookings can be made in person, via the phone or internet.
3. Members may book up to a week in advance but may only have one future booking per branch.
4. Members have a 30MB download limit per file.
5. Only basic assistance can be given by Corporation staff. Internet and Email training sessions are available.

Wireless Access

1. Access is available during library opening hours, no bookings are necessary.
2. The Corporation offers a limited number of connections at each of its sites.
3. The Corporation's WiFi network provides for web browsing.
4. The Corporation reserves the right to restrict access to certain file types and download sizes.
5. There are no printing facilities for WiFi, but public PCs can be used to print saved data.
6. Members are responsible for configuring their own equipment. Members must consult their user's manual or contact their hardware or software provider if there are problems accessing the wireless network.
7. The Corporation or its library staff does not provide technical support for establishing or maintaining a connection nor equipment configurations.
8. The Corporation is not responsible for any changes made by a Member to a wireless device's settings and recommends a note of any settings is made before they are changed.
9. Members are responsible for maintaining up-to-date virus and anti-spyware protection on personal laptop computers and wireless devices.
10. Information sent to and from laptops, or other devices, via wireless means may be captured by anyone with a wireless receiver. Please keep this in mind when accessing personal or business information.