## Burbank Public Library Policy III-11: Internet Access and Library Technology

## I. <u>Purpose</u>

Websites, email and online resources are essential to modern life for purposes such as education, research, job seeking, personal interest and entertainment. To this end, Burbank Public Library provides access to the internet via public computers, wireless internet and circulating technology. This policy outlines access rules and responsibilities.

## II. <u>Policy</u>

- 1. Public computers and wireless internet (wifi) are available at all Burbank Public Library locations.
- 2. Use of public computers requires a <u>Library account</u> or use of a guest pass. Internet access is provided by default on all new accounts. Parents/guardians of those under 18 may request that internet access be removed from their child's account.
- 3. Anyone accessing the internet through the Library's networks, whether via public computers or through the wifi must accept the Terms of Use before proceeding.
- 4. The Library does not act *in loco parentis* in determining if content is appropriate for users under 18; this is solely the responsibility of a minor's parent or guardian.
- 5. The Library reserves the right to set time and/or age limits on use of technology and internet access and to charge for printing. Time limits cannot be extended if others are waiting.
- 6. A reservation system may be available. Reserved computer stations will be held for a limited time before they are released.
- 7. The Library reserves the right to utilize filtering software, monitoring software, firewalls and other technology on its devices and networks.
- 8. The Library makes no guarantees regarding the privacy or security of its networks or of files downloaded through its network connections.
- 9. Users must log on to public computers using their own card or a Library-issued guest pass. Large groups are not allowed to cluster around a single computer.
- 10. The Library will provide assistance in use of devices and navigating websites when possible but does not guarantee that staff will be available to provide assistance.
- 11. Users agree not to conduct any illegal activity while on Library devices or networks. This includes, but is not limited to, accessing child pornography, accessing content in violation of copyright, or disseminating illegal copies or other illegal material. Violations will be reported to the Burbank Police Department.
- 12. Users may not install or uninstall software, change settings, or tamper with devices.
- 13. The Library and the City of Burbank are not liable for damages a user may incur through use of Library devices or internet connections.
- 14. Additional restrictions or requirements may be applied to specific technology.
- 15. While utilizing Library technology, all users must abide by the <u>Rules of Conduct</u>. Violation of the Terms of Use may result in suspension of Library privileges in accordance with the Rules of Conduct.

## III. Terms of Use

By using Burbank Public Library technology devices and/or networks ("Service"), you agree to the following:

- I am accessing Library technology with my own Library card or a guest pass.
- I will use Library technology in accordance with the Library Rules of Conduct and all city, county, state and federal laws.
- The privacy and security of my activities while using this device and/or network are not guaranteed.
- I will save files to an external drive or web-based storage account. If they are not saved when the computer logs me off or if it shuts down unexpectedly, my files cannot be restored.
- I agree to pay for printing as required.
- I will not install or uninstall software, change settings or otherwise tamper with Library technology.
- I agree to report any problems with the device or connection to Library staff.

By continuing, I agree that under no circumstances shall the providers of the Service, or affiliates, agents, or contractors thereof, be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from user's use of or inability to use the Service or to access the Internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. I agree to indemnify and hold harmless the providers of the Service, including affiliates, agents, and contractors thereof, 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 services, any violation of any third party's rights or any violation of law or regulation, or any breach of these terms of use.